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SUPERIOR COURT OF WASHINGTON FOR SKAMANIA COUNTY

In re the Marriage of)
DEBORAH MARIE HARRIS)
Petitioner,)
and)
DAVID EARL HARRIS)
Respondent.)

No. 91-3-00001-8

SEPARATION AGREEMENT

JAN 18 4 54 PM '91
BY Bernard Healey
Clerk

THIS AGREEMENT, made and entered into by and between Deborah Marie Harris, Petitioner, and David Earl Harris, Respondent, this 18th day of January, 1991, WITNESSETH:

THAT WHEREAS, the parties hereto had acquired certain separate property before their marriage of December 10, 1987;

WHEREAS, the parties hereto have acquired certain community property rights as a result of this marriage;

WHEREAS, there are no children born of this marriage;

WHEREAS, differences have arisen between the parties as a result of which they have separated and the Petitioner is commencing an action for the Dissolution of this marriage, to which the Respondent consents, in the Superior Court of Washington; and

WHEREAS, the parties now desire a full and final settlement and disposition of their marriage property rights and to confirm their separate property rights before marriage without the necessity of the intervention of the court.

SEPARATION AGREEMENT -1

Registered
Indexed, Sir
Indirect
Filed 1/25/91
Mailed

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 2 NOW, THEREFORE, in consideration of the mutual promises
 3 herein expressed, covenants and agreements contained herein, and
 4 in consideration of the parties to make an amicable settlement
 5 of their community property rights and to confirm their separate
 6 property rights, and in further consideration of the mutual
 7 benefits that will flow to each party by settling their property
 8 between them and the other mutual benefits derived from this
 9 separation agreement, it is agreed, as between these parties
 10 it is agreed that:

11 1. That the Petitioner had the following property before
 12 marriage and that this property did not become community
 13 property or a community liability during the marriage of these
 14 parties and that the Respondent does not now and will not, in
 15 the future claim, any interest of any kind in said property:

16 a) 1984 Dodge Charger, which has since been sold.

17 2. That the Respondent had the following property before
 18 marriage and that this property did not become community
 19 property or a community liability during the marriage of these
 20 parties and that the Petitioner does not now and will not, in
 21 the future, claim any interest of any kind in said property:

22 a) Real property located in Yakima County Washington:

23 Parcel 1:

24 Lot three (3), according to that certain Short
 25 Plat 81-149 filed under Auditor's File No.
 26 2623643, and that portion of lot two (2),
 27 according to Short Plat No. 81-138 filed under
 28 Auditor's file No. 2623632, lying northerly of
 the following described line: beginning at the
 Northwest corner of Lot 1 of said Short Plat
 81-138: thence south 181.33 feet along the west
 to the point of beginning of said line, thence

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north 83 degrees 36 minutes east 406.88 feet;
thence north 81 degrees 8 minutes east 639.6
feet; thence north 85 degrees 21 minutes 3
seconds east 300 feet to the terminus of said
line.

Parcel 2.

Lot four (4), according to that certain Short
Plat 81-149 filed under Auditor's File No.
2623643, and that portion of Lot one (1),
according to Short Plat No. 81-138 filed under
Auditor's file No. 2623632, lying northerly of
the following described line: beginning at the
Northwest corner of Lot 1 of said Short Plat
81-138; thence south 181.33 feet along the west
to the point of beginning of said line, thence
north 83 degrees 36 minutes east 406.88 feet;
thence north 81 degrees 8 minutes east 639.6
feet to the terminus of said line.

Parcel 3.

Lot Two (2) of Short Plat, as recorded in Book
"N" of Short Plats, at Page 35, records of
Yakima County.

Parcel 4.

Lots One (1), Two (2), Three (3) and Four (4) of
Short Plat 79-179 in Book of Short Plats records
of Yakima County.

Parcel 5.

The northeast quarter (1/4) of the northwest
quarter (1/4) of Section 17, Township 13 North,
Range 20, E.W.M., records of Yakima County.

b) Personal property:

Item 1.

A mobile home by Ardmore-Lamplighter, 28 feet by
48 feet, 1986 model, located on Parcel 3, above.

Item 2.

A primary stockholder interest in a Washington
State corporation and business known as
Interstate Industrial Mechanical Inc.

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3. That the parties acquired the following real and personal property during their marriage and said property should be considered as community property:

a) Real property located on Skamania County:

Parcel 1.

Lot Four (4) of the Heavey Short Plat, recorded in Book 3 of Plats, at page 164, Skamania County, Washington.

b) Personal property:

Item 1.

Automobile, 1989 Chevrolet Beretta VIN 1G11V1417KE177957.

Item 2.

A travel trailer Shasta 1988 Model Identification No. 1TS2B5717JA000547.

Item 3.

A mobile home Fleetwood 1986 Model 14 x 66 feet located on Parcel 1, above.

Item 4.

A motorcycle- 1990 Yamaha 350 VIN JYA3NVE06LA005329.

Item 5.

A motorcycle- 1990 Yamaha 350 VIN JYA3NVE07LA005338.

Item 6.

A motorcycle- 1988 Yamaha 50 VIN JYA3BKA07JC005449.

Item 7.

A primary stockholder interest in a Washington State corporation and business known as the H2 Group.

Item 8.

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A primary stockholder interest in a Washington State corporation and business known as Interstate Industrial Insulation, Inc.

Item 9.

A primary stockholder interest in an Oregon State corporation and business known as Alpine Abatement Inc.

Item 10.

A automobile- 1974 Jeep Cherokee VIN J4A177CZ27431.

Item 11.

A student loan No. 546399412 payable to the S.L.F.C. Payment Center.

4. That the following community property and all community liability shall be awarded to the Respondent David Earl Harris, who shall assume and pay any and all indebtedness owed thereon, or any other claims against said property thereon and hold the Petitioner harmless therefrom:

a) Real property located on Skamania County:

Parcel 1.

Lot Four (4) of the Heavey Short Plat, recorded in Book 3 of Plats, at page 164, Skamania County, Washington.

b) Personal property:

Item 1.

Automobile, 1989 Chevrolet Beretta VIN 1G11V1417KE177957.

Item 2.

A travel trailer Shasta 1988 Model 14x66 feet Identification No. 1TS2B5717JA000547.

Item 3.

A mobile home Fleetwood 1986 Model located on

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Parcel

Item 4.

A motorcycle- 1990 Yamaha 350 VIN
JYA3NVE06LA005329.

Item 5.

A motorcycle, 1990 Yamaha 350 VIN
JYA3NVE07LA005338.

Item 6.

A motorcycle- 1988 Yamaha 50 VIN
JYA3BKA07JC005449.

Item 7.

A primary stockholder interest in a Washington
State corporation and business known as the H2
Group.

Item 8.

A primary stockholder interest in a Washington
State corporation and business known as
Interstate Industrial Insulation Inc.

Item 9.

A primary stockholder interest in an Oregon
State corporation and business known as Alpine
Abatement Inc.

5. That the following community property and all community
liability shall be awarded to the Petitioner Deborah Marie
Harris, who shall assume and pay any and all indebtedness owed
thereon, or any other claims against said property thereon and
hold the Respondent harmless therefrom:

Item 1.

A automobile- 1974 Jeep Cherokee VIN
J4A177CZ27431.

Item 2.

A student loan No. 546399412 payable to the
S.L.F.C. Payment Center.

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2 6. It is also agreed that from and after the date of this
3 agreement , each party shall pay and be responsible for any and
4 all indebtedness incurred by him or her.

5 7. Any property not specifically distributed under the
6 terms of this agreement shall not to become an issue between the
7 parties or a basis to set aside this agreement, and shall be
8 the sole separate property of the party having possession of the
9 same.

10 8. The parties agree that this division of the community
11 property rights and liabilities is fair and equitable under
12 their circumstances and the affirmation of their separate
13 property shall constitute a full and complete statement and
14 settlement of their property rights and liabilities. If an
15 action for Dissolution of marriage is prosecuted to final
16 judgment, it is agreed that neither party will claim, assert or
17 demand of or against the other party any relief different than
18 is embodied in this agreement and will not assert one as against
19 the other any claim or demand inconsistent with or contrary to
20 the terms hereof.

21 9. The parties acknowledge that they have made a full
22 disclosure of their respective property interest, that they are
23 not acting under any undue distress or influence, and that they
24 have been advised to seek the advise of an attorney other than
25 Bernard J. Heavey Jr., the attorney who prepared this agreement,
26 at their joint request, and have elected not to do so because
27 they feel that they know the full legal consequences of this
28 agreement.

