

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 11 PM '91

by Bernard Healey

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

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.

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.

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

3 **Item 9.**

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

6 **Item 10.**

7 A automobile- 1974 Jeep Cherokee VIN
8 J4A177CZ27431.

9 **Item 11.**

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

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

17 a) Real property located on Skamania County:

18 **Parcel 1.**

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

21 b) Personal property:

22 **Item 1.**

23 Automobile, 1989 Chevrolet Beretta VIN
1G11V1417KE177957.

24 **Item 2.**

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

27 **Item 3.**

28 A mobile home Fleetwood 1986 Model located on

- 1 Parcel
- 2 Item 4.
- 3 A motorcycle- 1990 Yamaha 350 VIN
- 4 JYA3NVE06LA005329.
- 5 Item 5.
- 6 A motorcycle- 1990 Yamaha 350 VIN
- 7 JYA3NVE07LA005338.
- 8 Item 6.
- 9 A motorcycle- 1988 Yamaha 50 VIN
- 10 JYA3BKA07JC005449.
- 11 Item 7.
- 12 A primary stockholder interest in a Washington
- 13 State corporation and business known as the H2
- 14 Group.
- 15 Item 8.
- 16 A primary stockholder interest in a Washington
- 17 State corporation and business known as
- 18 Interstate Industrial Insulation Inc.
- 19 Item 9.
- 20 A primary stockholder interest in an Oregon
- 21 State corporation and business known as Alpine
- 22 Abatement Inc.
- 23 5. That the following community property and all community
- 24 liability shall be awarded to the Petitioner Deborah Marie
- 25 Harris, who shall assume and pay any and all indebtedness owed
- 26 thereon, or any other claims against said property thereon and
- 27 hold the Respondent harmless therefrom:
- 28 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.

10. The parties are not contracting that either should obtain a decree dissolving their marriage, but, if a decree is obtained, appropriate provisions shall be embodied in it obligating the parties to carry out the terms of this agreement and to perform the same in accordance with the term hereof.

11. It is understood by both parties and agreed that this Separation Agreement is a final settlement of their respective separate and community property rights and liability as against each other and binding upon each party whether or not a Decree of Dissolution of Marriage is entered.

IN WITNESS WHEREOF, the parties have signed and received copies of this agreement after an opportunity to consult an Attorney at Law.

Dated this 18th day of JANUARY 1991.

Deborah M. Harris
DEBORAH MARIE HARRIS, Petitioner.

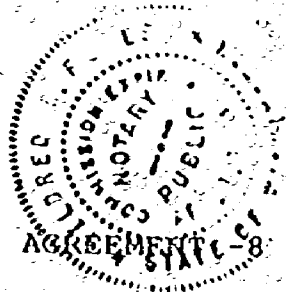
STATE OF WASHINGTON)
) ss
Skamania County)

On this 18th day of JAN, 1991, before me appeared the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Debroah Marie Harris, to me known to be the individual described herein and who executed the foregoing instrument and acknowledged to me that he signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

Mildred B Fowler
Notary Public in and for the State
of Washington, residing at
Carson, WA

Commission expires 4-1-94



SEPARATION AGREEMENT-8

DAVID EARL HARRIS, Respondent.

On this 18th day of JAN, 1991, before me appeared the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David Earl Harris, to me known to be the individual described herein and who executed the foregoing instrument and acknowledged to me that he signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Mildred B. Fowler
Notary Public in and for the State
of Washington, residing at
Carson, WA

Commission expires: 4-1-94

