

115197

BOOK 132 PAGE 163

### SEPARATION CONTRACT

Pursuant to RCW 26.09.070, DANIEL P. NIELSEN, (husband) and BARBARA J. NIELSEN, (wife) enter into this Separation Contract.

In consideration of the mutual covenants herein, the parties agree:

1. DANIEL P. NIELSEN hereby receives all of the right, title and interest of the parties in the following property:

- A. Household goods and furnishings in his possession.
- B. Home and real property located at 105 Country Club, Hood River, Hood River County, Oregon, more particularly described as follows:

SEE EXHIBIT "A"

subject to any encumbrances thereon which he will assume and pay.

- C. 1991 Jeep, VIN#1J4PJ28S9ML500388.
- D. 1983 Chevrolet, VIN#1G1AX68X4EW104119.
- E. 46,250 shares G & K Services, Inc., Class A stock.
- F. 300 shares DeKalb Genetics Corporation Class B stock.
- G. 400 shares Rohr Inc. stock.
- H. Charles Schwab IRA Account #PL-6680-4230 in husband's name.
- I. Baldwin grand piano.

2. BARBARA J. NIELSEN hereby receives all of the right, title and interest of the parties in the following property:

- A. Home and real property located at Joshua Road, Home Valley, Skamania County, Washington, more particularly described as follows:

A tract of land in the East half of the East half of section 27, Township 3 North, Range 8

SEPARATION CONTRACT - 1  
(NIELSEN AND NIELSEN)

**ORIGINAL**

Registered  
Indexed, Dig  
Indirect  
Filed  
Mailed

425-26-523  
525  
Clancy J. Kinnear, Secretary of County Auditor  
Page # 3-8-83  
by [signature]

FILED FOR RECORD  
SKAMANIA COUNTY  
BY *Marlene Hansen*  
DEC 23 4 12 PM '82  
*P. Kinnear*  
GARY H. OLSON

East of the Willamette Meridian in the County of Skamania and State of Washington. Known as; Lots 2 and 3 of Maxwell Short Plat recorded in Book 3 of Plats, page 186 Skamania County, Deed of Records.

subject to any encumbrances there on which she will assume and pay.

B. 57,750 shares unrestricted G & K Services Inc., Class A Common stock.

C. 1992 Subaru, VIN #4S3BJ6322N6903521.

D. Household goods and furnishings in her possession.

E. Prudential Life Insurance Policy #34-352112 on life of wife.

F. Any checking and/or savings accounts in her name only.

G. Personal effects and belongings of wife.

H. Annuity with Metropolitan Life and Affiliated Companies, Contract #M 3 1444 45.

I. All right, title and interest to G & K Services, Inc., Incentive Savings Plan (401 K plan) in name of Daniel Peter Nielsen #477-54-1632.

J. Joint checking and savings accounts # 0303532750 at Riverview Bank.

3. This agreement shall operate as a conveyance by wife to husband of the enumerated items in paragraph 1 above, and henceforth such items shall be the sole and separate property of DANIEL P. NIELSEN.

This agreement shall operate as a conveyance by husband to wife of the enumerated items in paragraph 2 above, and henceforth such items shall be the sole and separate property of BARBARA J. NIELSEN.

The purpose of this paragraph is to make it clear that the

community property of the parties has been reclassified by them, by this agreement, into the separate property of each.

4. The parties agree to transfer a total of 3560 shares of G & K Services, Inc. Class A stock into individual trusts in the following numbers naming the following beneficiaries, to be set up by the parties within 30 days of the signing of this contract and to be jointly administered by them:

Beneficiary	Shares of Stock
a. Alex Nielsen	346 shares
b. Heather Nielsen	1607 shares
c. Derek Nielsen	1607 shares

5. Husband has earned personal retirement benefits through employment during this marriage, and the parties agree to equally share said benefits pursuant to the attached Qualified Domestic Relations Order, attached hereto, marked Exhibit "B", and incorporated herein by references, which should be entered contemporaneously with any Decree of Legal Separation or Dissolution of Marriage granted to the parties.

6. There are no children remaining dependent upon the parties for support. The wife is not pregnant.

7. Neither party shall seek either temporary or permanent maintenance from the other. The Court shall be without jurisdiction to order maintenance without the consent of both parties.

8. Husband shall pay all community debts incurred prior to the date of signing of this contract, including, but not limited to the "margin account" with Charles Schwab. Each party shall pay any indebtedness owed upon property being received by that party. Each party shall pay any and all indebtedness incurred by that party after

the date of signing of this contract. The duty to pay a debt includes the duty to indemnify and hold the other party free and harmless therefrom.

9. The parties agree that legal costs incurred by wife in preparation of this document, or in the action for Dissolution of Marriage which wife intends to file, up to a maximum of ~~\$2,000.00~~ <sup>\$4,000.00</sup> shall be paid from the Charles Schwab Margin account #PL 6 680-4229. *B.J.N.*

10. In the event an action is commenced to dissolve this marriage, or to adjudicate its status, or for legal separation, this Separation Contract shall be incorporated into the Decree of the court.

11. All previous wills, contracts or community property agreements between the parties are hereby revoked.

12. The provisions of this Separation Contract are based upon the husband's representation as to the nature, extent and value of the assets of the parties. The wife lacks personal knowledge of the nature, extent and value of the assets of the parties. Husband warrants and represents that he has fully disclosed the nature, extent and value of all assets, community and separate, and financial affairs of the parties known to him, and that the wife is entitled to rely upon his representation as a full and complete disclosure by husband of those facts, and that husband has provided the information as a material inducement to wife to enter into this Separation Contract, and that the wife has in fact relied on said representation in signing this Separation Contract.

13. All earnings or property acquired by a party after the date of this Separation Contract shall be the separate property of the party acquiring the earnings or property.

14. This contract is to be construed according to the laws of the state of Washington.

15. In the event it shall be reasonable or desirable to execute any other documents or papers to effectuate this agreement, each party shall sign the same.

16. The parties agree that the husband shall be allowed to claim any capital loss carry over attributable to the parties' income tax for the year 1990. The parties also agree that any deficiency, penalty, or assessment incurred as the result of any audit of the parties' joint federal income tax returns for the years of the marriage shall be paid by the husband, and he shall indemnify and hold the wife harmless therefrom along with all reasonable costs of defense associated with any such audit.

17. The parties agree that each party shall be responsible for payment of any taxes assessed upon assets or property awarded to that party.

18. In the event of litigation to enforce any terms, provisions or conditions of this contract, whether in an action relating to dissolution (including post-decree proceedings such as modification or appeal), or in a separate proceeding, the prevailing party may be awarded reasonable attorney fees and costs.

DATED this 11 day of December, 1992.

015448

REAL ESTATE EXCISE TAX

DEC 23 1992

PAY Exempt

JW

SHERMAN COUNTY CLERK

SEPARATION CONTRACT - 5  
(NIELSEN AND NIELSEN)

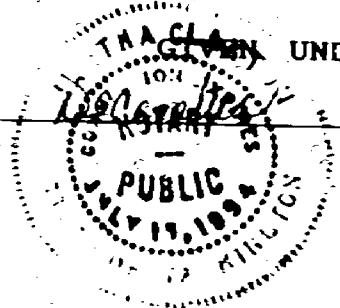
Daniel Peter Nielsen  
DANIEL PETER NIELSEN

Barbara J. Nielsen  
BARBARA J. NIELSEN



STATE OF WASHINGTON )  
 ) :ss  
 COUNTY OF CLARK )

On this day personally appeared before me DANIEL PETER NIELSEN, to me known to be the individual described in and who executed the within and foregoing Separation Contract, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

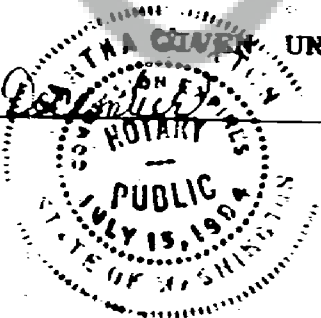


UNDER MY HAND AND OFFICIAL SEAL this 11/1 day of November, 1992.

Dan Nielsen  
 NOTARY PUBLIC in and for the State of  
 Washington  
 My Commission Expires: 7-15-94

STATE OF WASHINGTON )  
 ) :ss  
 COUNTY OF CLARK )

On this day personally appeared before me BARBARA J. NIELSEN, to me known to be the individual described in and who executed the within and foregoing Separation Contract, and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.



UNDER MY HAND AND OFFICIAL SEAL this 11/1 day of November, 1992.

Barbara Nielsen  
 NOTARY PUBLIC in and for the State of  
 Washington  
 My Commission Expires: 7-15-94

Unit 1, Building 1, Stage 1 of Timber Crest, a condominium, as more fully described in the Declaration/Supplemental Declaration Submitting Stage 1 of Timber Crest, a condominium, to the Oregon Condominium Act recorded June 10,, 1981, as Fee No. 911407, Records of Hood River County, Oregon

the real property is subject to the following encumbrances: the Oregon Condominium Act, the above-described Declaration/Supplemental Declaration (and exceptions noted therein), the Bylaws of the Association of Unit Owners of Timber Crest, a condominium, and utility, access, or joint use easements and restrictions of record.