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BY *Robert D. Weisfield*

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GARY H. OLSON

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ORIGINAL FILED  
FEB 27 1989  
SUPERIOR COURT  
Klickitat County, Wn.

127473

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

BOOK 163 PAGE 10

IN AND FOR THE COUNTY OF KLINKITAT

In Re The Marriage of

DONALD GENE STRUCK,

Petitioner

and

TRACY KAY STRUCK,

Respondent

NO. 83-3-00014-5

DECREE OF  
DISSOLUTION OF MARRIAGE

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This matter having come on regularly for hearing, the Petitioner, DONALD GENE STRUCK, appearing in person and by and through his attorney, RONALD REYNIER, and the Respondent, TRACY KAY STRUCK, not appearing, but having stipulated to the entry of this DECREE OF DISSOLUTION OF MARRIAGE as evidenced by the signature of Respondent's counsel affixed hereto; and the Court having heard the testimony of the Petitioner and having heretofore duly entered its FINDINGS OF FACT AND CONCLUSIONS OF LAW, and being fully advised in the premises, it is hereby

ORDERED, ADJUDGED AND DECREED as follows:

1. The marriage of the parties is hereby dissolved.
2. Two children were born as issue of this marriage, namely, JENNIFER DAWN STRUCK, born June 8, 1980 (age 8 years), and AMBER LAMAR STRUCK, born June 28, 1983 (age 5 years). The Respondent is not pregnant at this time.
3. Residential and child support provisions for the children are set forth in the following Parenting Plan.

**PERMANENT PARENTING PLAN**

The children's residence for the purposes of jurisdiction, venue and child support is that of  
STRUCK & STRUCK  
DECREE OF DISSOLUTION - I

Gary H. Martin, Shumaker County Assessor  
Date 3/3/97 Parcel # 3-9-14-2-600  
*copy*

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ATTORNEY AT LAW  
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1 through her employment. All uninsured health care obligations relating to the children shall  
2 be divided equally between the parties.

3 Petitioner shall maintain life insurance with the parties minor children as irrevocable  
4 beneficiaries thereon in a sum sufficient to satisfy the support obligation called for herein. If  
5 that sum be insufficient, then the support obligation shall survive the death of the Petitioner  
6 and made a charge against the estate of the Petitioner in the event of his death.

7 **5. MAINTENANCE**

8 Petitioner has made a \$5,000.00 payment to Respondent to off-set, in part, maintenance  
9 payments of \$300.00 per month for a period of one year.

10 **6. PROPERTY**

11 a) Real Property: The parties have acquired certain real property as set forth in Exhibits  
12 1 and 2 attached hereto and incorporated herein by reference. The parties agree that  
13 the Petitioner shall be awarded all real property, except for the family residence, subject to a  
14 marital lien in the amount of fifty-nine thousand dollars (\$59,000.00) in favor of Respondent.  
15 Said lien shall bear interest at the rate of 8% per annum, and shall be payable at the rate of sixty-  
16 five hundred dollars (\$6,500.00) per year (including interest), the first payment due in  
17 December, 1989. Any balance remaining after December, 1998 shall be payable in a final  
18 balloon payment in December, 1999. Petitioner reserves the right to pay this obligation at  
19 earlier date with no penalty for such early payment.

20 Respondent shall be awarded the family residence subject to its encumbrances.

21 The division of said real property is set forth in Schedule A, attached hereto and  
22 incorporated herein by reference.

23 b) Personal Property: The parties have acquired certain community personal property  
24 which shall also be divided as set forth in Schedule A, attached hereto and incorporated herein  
25 by reference. In addition to the distribution pursuant to Schedule A, each party shall be  
26 awarded all their earnings and accumulations subsequent to the date of separation.

27 **7. LIABILITIES, DEBTS AND OBLIGATIONS**

28 The parties shall be awarded the debts and obligations as set forth in Schedule B, attached  
hereto and incorporated herein by reference. Each party shall agree to hold the other harmless  
and indemnify the other from the debts and obligations they assume. Additionally, each party

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b) In the event that legal descriptions are omitted, incorrect or insufficient, the parties shall promptly execute such additional or new documents as may be required to effectuate the terms of decree to be granted herein.

DONE in open court this 6th day of February, 1989.

TED M. RABA  
JUDGE

Presented by:

RHS  
RONALD H. REYNIER  
Attorney for Petitioner

Approved as to form and content, entry without notice is hereby granted this 22 day of February, 1989

E. Thompson Reynolds  
E. THOMPSON REYNOLDS  
Attorney for Respondent

Approved:  
Tracy H. Struck

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15091 493-2245

STRUCK & STRUCK  
DECREE OF DISSOLUTION - 9

18644  
REAL ESTATE EXCISE TAX  
MAR - 3 1997  
PAID Exempt  
SW  
SKAMANIA COUNTY TREASURER



SCHEDULE A

BOOK 163 PAGE 13

Petitioner shall receive as his sole and separate property the following items:

1. All personal property, effects and belongings currently in his possession.
2. All bank accounts currently under his control and name.
3. 1985 Chevy Blazer
4. 1975 Chevy Pickup
5. 1987 ATV 4 Wheelers/trailer
6. The following Real Property (with encumbrances thereon and any vendors interest in subsequent contracts or notes.) (Exhibit 1)
  - a) Markey Duplex
  - b) Mill A House
  - c) Silvas Creek Ranch (Contract Recievable)
  - d) Lots in Eyrie Project
  - e) House and lot in White Salmon (Snyder) (Contract Recievable)
  - f) Petitioner's residence
  - g) High Prairie House
7. Courtney Note
8. All interest in BMS and B&S Investments

Respondent shall receive as her personal and separate property the following items:

1. All personal property, effects and belongings currently in her possession
2. 1982 Pontiac Firebird
3. 1985 Lincoln, subject to all payments thereon.
4. State of Oregon Housing Finance Revenue Bond
5. Klickitat Valley Bank checking account
6. All personal property, effects and belongings of the parties minor children currently in her possession
7. Family residence subject to all encumbrances thereon. (Exhibit 2)

STRUCK & STRUCK  
SCHEDULE A

Commencing at the Northwest corner of Government Lot 4, Section 23, Township 3 North, Range 10 East of the Willamette Meridian, County of Klickitat, State of Washington; thence North 0 02' 30" West 891.00 feet; thence South 89 33' 06" West 363.08 feet to the point of beginning; thence North 0 02' 30" West 579.48 feet; thence South 89 33' 06" West 188.00 feet; thence South 0 02' 30" East 579.48 feet; thence North 89 33' 06" East 188.00 feet to the point of beginning.

TOGETHER WITH the reservation of an easement for ingress and egress over a strip of land described as the West 60 feet of the North half and of the North half of the South half of said parcel; ALSO together with the reservation of an easement for ingress and egress for utility purposes across a strip of land described as the East 15 feet of the West 60 feet of the North half and of the North half of the South half of said parcel.

**PARCEL IV**

The South 93.74 feet of that portion of the Southwest quarter of the Northeast quarter of Section 23, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Klickitat, State of Washington described as follows:

Beginning at a point 13 1/2 chains North and 363.08 feet West of the Southwest corner of the Southeast quarter of said Northeast quarter; thence West 188 feet to the point of beginning of this description; thence continue West 208.58 feet; thence North 289.74 feet; thence East 208.58 feet; thence South 289.74 feet to the point of beginning.

**b. Mill A House**

A tract of land located in Section 14, Township 3 North, Range 9 East of the Willamette Meridian, Skamania County, Washington, more particularly described as follows:

BEGINNING at the Southwest corner of Lot 2, of Oregon Lumber Company's Subdivision according to the official plat thereof, on file and of record in the office of the Auditor of Skamania County, Washington; thence East along the South line of the said Lot 2 a distance of 166 feet; thence North 130 feet; thence West 166 feet to the intersection with the West line of the said Lot 2; thence South to the point of beginning.

EXCEPT County Roads.

**c. Silvas Creek Ranch - No Legal Description**

**d. Eyrie Project**

Klickitat County, Washington.

PARCEL A - That portion of Government Lot 2, Sec. 23, T3N, Range 10 EWM, lying North of the North right-of-way line of Washington State Hwy PSH #8, and East of the East right-of-way line of Washington State Secondary Hwy SSH #8-D, EXCEPT the

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EXHIBIT I - 2