

Return Address:

Gordy Rosander
640 NE LOOP Rd
Stevenson, WA 98648

Document Title(s) or transactions contained herein:

FAMILY SETTLEMENT AGREEMENT

GRANTOR(S) (Last name, first name, middle initial)

Rosander, David Allen
Rosander, Gordon Lee

☐ Additional names on page _____ of document.

GRANTEE(S) (Last name, first name, middle initial)

Rosander, Gordon Lee
Rosander, David Allen

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

SW 4 NE 4 Section 26 T3N R8EWM

☒ Complete legal on page 1, 2 of document.

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

03-08-26-0-0-0400-00

☐ Property Tax Parcel ID is not yet assigned

☐ Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

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5 IN THE SUPERIOR COURT OF WASHINGTON FOR SKAMANIA COUNTY

6 In Re the Estate of

7 DORIS N. ROSANDER,

8 Deceased.

Case No.: 04 4 00004 1

FAMILY SETTLEMENT AGREEMENT

9
10 STATE OF WASHINGTON)

:ss

11 County of Skamania)

12 We, DAVID ALLEN ROSANDER and GORDON LEE ROSANDER, personal
13 representatives of the estate of DORIS N. ROSANDER agree to the following with respect to the
14 settlement of the said estate. DAVID has been transferred to Fort Bragg North Carolina and is on
15 Active Duty in the United States Army effective October 18, 2004 and the personal representatives
16 wish to make this memorandum of their agreements.
17

18 1. Personal Property. All personal property has been distributed with the exception
19 of the annuities discussed herein.

20 2. Real Property. The real property located at 1001 Wind Mtn. Road, Home Valley,
21 Skamania County Washington, Tax parcel #03 08 26 0 0 0400 00, referred to
22 herein as Real Property, and more particularly described as:
23

24 A tract of land in the Southwest Quarter of the Northeast Quarter of
25 Section 26, Township 3 North, Range 8 East of the Willamette

Meridian, more particularly described as follows:

Beginning at the center of the said Section 26; thence North along the center line running North and South through said Section 26 with an assumed bearing of due North a distance of 220.5 feet; thence North 76° 47' East 487.3 feet; thence North 56° 42' East 178.5 feet; thence North 63° 37' East 469.8 feet; thence South 50° 03' East 116.3 feet; thence South 00° 03' East 375.9 feet; thence South 00° 04' West 191.5 feet, more or less, to intersection with the center line running East and West through the said Section 26; thence West along the said center line, 1,130 feet to the point of beginning.

EXCEPT public roads.

will be distributed to DAVID ROSANDER upon execution of documents consistent with this agreement. DAVID and his family currently reside at the subject real property and shall continue to occupy said property and will keep the insurance and taxes current. This right of occupancy and terms herein shall survive David and apply to his family, as shall the right of first refusal herein.

3. Pending David's return it is agreed that the personal representatives will execute a deed from the Estate to David and Juanita Rosander and Gordon Rosander as tenants in common, without right of survivorship and said deed shall recite that it is subject to this agreement. David, Juanita, and Gordon Rosander shall not have the right to encumber the property in any way.

4. It is agreed that the value of the real property and improvements is \$200,000. David will pay to Gordon, from David's share of the annuities, as set forth herein, \$100,000 representing one half of the agreed value.

- 1 5. David is receiving the Toyota Forerunner possessed by the estate. David will pay
2 to Gordon from David's share of the annuities, as set forth herein, \$2500
3 representing one half of the agreed value.
4
5 6. The estate owns annuities having a value of \$293,799.44. David and Gordon
6 agree that it is their intent that the annuities be distributed to Gordon and Gordon
7 will pay David \$44,399.72 representing the amount by which David's one half
8 share of the annuities exceeds the \$102,500 paid by David for the Real Property
9 and the Toyota Forerunner. Gordon shall pay to David $\frac{1}{2}$ of the monthly annuity
10 payment for a period of one year from the date of this agreement. From the
11 January 2005 payment Gordon shall pay David the sum of \$25,000. Gordon will
12 pay the entire remaining balance on or before receipt of the final monthly annuity
13 payment in 2013.
14
15 7. The parties agree that it is their intent that the real property remain in the family.
16 Should David receive a bona fide offer from a third party that seeks to purchase
17 the Real Property, he shall give written notice of the offer to include a copy of the
18 offer to Gordon within fifteen calendar days of his receipt of the offer. Gordon
19 shall then have fifteen calendar days to give notice of his intention to purchase
20 David's interest in the Real Property. Should Gordon elect to purchase David's
21 interest in the property, the purchase price will be the lesser of 1) the amount of
22 the offer from the third party submitted to David and communicated to Gordon;
23 or 2) the sum of \$100,000 together with one half the cost of any improvements to
24
25

1 the Real Property made by David. Conveyance shall be by quitclaim deed.
2 David shall bear the real estate excise tax. The parties shall equally divide costs
3 of escrow and document preparation. Real property taxes and utilities shall be
4 apportioned. Other closing costs shall be assessed between the parties as is then
5 customary in Skamania County, Washington. Closing shall take place within
6 sixty (60) days of Gordon's giving notice of his intention to purchase. The terms
7 of the sale shall be all cash at closing.
8

9 8. All notices envisioned by the agreement shall be personally delivered or mailed
10 by first class mail, postage prepaid. Notice shall be effective on the date of
11 delivery if personally delivered. If mailed, notice shall be conclusively deemed
12 to have been given on the date of the postmark on the envelope containing the
13 notice. Mailed notice shall be sent to David Rosander at the address of the Real
14 Property. Mailed notice shall be sent to Gordon Rosander at 640 NE Loop Road,
15 Stevenson, WA 98648, or such other address as Gordon Rosander shall
16 designate by giving notice pursuant to this provision.
17

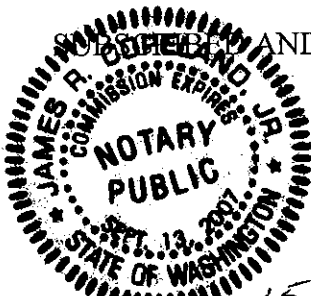
18 9. The terms of this agreement shall be binding upon and shall inure to the benefit
19 of the heirs, devisees, legatees, successors, and assigns of David Rosander and
20 Gordon Rosander.
21

22 10. Any litigation arising out of this agreement shall be commenced in the Superior
23 Court of the State of Washington for the County of Skamania. In any such
24
25

1 litigation, the prevailing party shall be entitled to an award of attorney's fees and
2 all costs expended both at trial and on appeal.
3

4 DATED this 15 day of OCTOBER, 2004.

5
6 David A. Rosander
7 DAVID ALLEN ROSANDER



11 J. R. Copeland, Jr.
12 NOTARY PUBLIC FOR WASHINGTON
13 My appointment expires: 9-13-07

14 DATED this 15 day of OCTOBER, 2004.

15 Gordon L. Rosander
16 GORDON LEE ROSANDER

17 SUBSCRIBED AND SWORN to before me this 15 day of October, 2004



26 J. R. Copeland, Jr.
27 NOTARY PUBLIC FOR WASHINGTON
28 My appointment expires: 9-13-07