

Upon Recording Return To:

John Koestler
PO Box 2274
Fairview, OR 97024

Document Title(s) (or transactions contained therein):

1. Court Ordered Partition of Real Property by Decree of Dissolution (DCD 07-3-00023-8)

Grantor(s) (Last name first, then first name and initials)

1. Talent, Karla J & Koestler, John D as Marital Community

Grantee(s) (Last name first, then first name and initials)

1. Talent, Karla J as separate Individual
2. Koestler, John D as separate Individual

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

Talent – Tract 1, Exhibit A of DCD 07-3-00023-8

Koestler – Tract 2, Exhibit A of DCD 07-3-00023-8

Full legal description is on page 7 of document. See Exhibit A.

Assessor's Property Tax Parcel or Account Number at the time of recording:

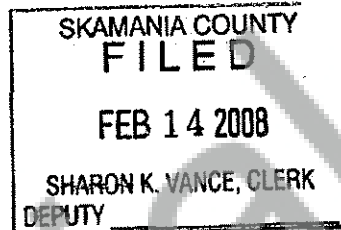
TALENT
02070200060500
↓ 04

KOESTLER
02070200060580
↓ 84

Reference Number(s) of Documents assigned or released:

SURVEY PLAT AFN 2008170037 PREV DEED BK 164 PG 965

**Superior Court of Washington
County of Skamania**



In re the Marriage of:

KARLA J. TALENT,

Petitioner,

and

JOHN D. KOESTLER

Respondent.

No. 07-3-00023-8
08-9-00018-1

☒ Decree of Dissolution (DCD)

☐ Decree of Legal Separation
(DCLGSP)

☐ Declaration Concerning
Validity (DCINMG)

☐ Clerk's action required

☐ Law Enforcement Notification,
¶ 3.8

I. Judgment/Order Summaries

1.1 Restraining Order Summary:

☒ Does not apply. ☐ Restraining Order Summary is set forth below:

1.2 Real Property Judgment Summary:

☐ Does not apply. ☒ Real Property Judgment Summary is set forth below:

Assessor's property tax parcel or account number: 02070200060500

Or

Legal description of the property awarded (including lot, block, plat, or section, township, range, county and state):

Property described in Findings of Fact and Conclusions of Law is hereby partitioned into two tracts,
described on Exhibit "A" attached hereto. Tract 1 is awarded to Petitioner/Wife; Tract 2 is awarded
to Respondent/Husband. See Page 7 for full legal description

1.3 Money Judgment Summary:

☒ Does not apply. ☐ Judgment Summary is set forth below.

End of Summaries

Decree (DCD) (DCLGSP) (DCINMG) - Page 1 of 7

WPF DR 04.0400 (6/2006) - RCW 26.09.030; .040; .070 (3)

ROBERT D. WEISFIELD
Attorney-at-Law
WSBA # 3538
P.O. Box 421
Bingen, WA 98605
(509) 493-2772

II. Basis

Findings of Fact and Conclusions of Law have been entered in this case.

III. Decree

It Is Decreed that:

3.1 Status of the Marriage

☒ The marriage of the parties is dissolved.

3.2 Property to be Awarded the Husband

☐ The husband is awarded as his separate property the property set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of this decree.

☐ The husband is awarded as his separate property the property set forth in the separation contract or prenuptial agreement executed by the parties on _____ [date]. The separation contract or prenuptial agreement is incorporated by reference as part of this Decree. The prenuptial agreement or, pursuant to RCW 26.09.070(5), the separation contract ☐ is ☐ is not filed with the court.

☒ The husband is awarded as his separate property the following property (list real estate, furniture, vehicles, pensions, insurance, bank accounts, etc.):

Real property in Skamania County, Washington, described as Tract 2 on Exhibit "A"/Page 7 attached hereto;

2006 Ford Ranger;

2005 Toyota Corolla;

Bank accounts in his name;

Retirement accounts/benefits in his name;

Personal property in his possession.

☒ Other: As to the real property, the parties shall cooperate to divide the real property and the husband shall pay all costs attendant thereto. Access for residential use is essential and the husband and wife will work together to draft and record road and maintenance agreements to benefit both properties created by the court-ordered partition. Both Tract 1 and Tract 2 described in Exhibit "A" derive value and benefit from the pond that is on their respective portions of the partition. Therefore, the parties shall draft and record a basic maintenance agreement providing for equally shared maintenance responsibility for the earthen dam that impounds the pond waters. A formal survey will be conducted to set the boundary lines for the two resultant parcels according to the legal descriptions provided herein. The survey shall be memorialized by setting corner monuments on the ground and by producing and recording the survey with Skamania County. The husband will execute an easement for ingress and egress in favor of the wife over the property awarded to him herein.

3.3 Property to be Awarded to the Wife

- ☐ The wife is awarded as her separate property the property set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of this decree.
- ☐ The wife is awarded as her separate property the property set forth in the separation contract or prenuptial agreement referenced above.
- ☒ The wife is awarded as her separate property the following property (list real estate, furniture, vehicles, pensions, insurance, bank accounts, etc.):

Real property in Skamania County, Washington, described as Tract 1 on Exhibit "A"/Page 7 attached hereto;
 2003 Chevrolet Cavalier;
 Bank accounts in her name;
 Retirement accounts/benefits in her name;
 Personal property in his possession.

- ☒ Other: As to the real property, the parties shall cooperate to divide the real property and the husband shall pay all costs attendant thereto. Access for residential use is essential and the husband and wife will work together to draft and record road and maintenance agreements to benefit both properties created by the court-ordered partition. Both Tract 1 and Tract 2 described in Exhibit "A" derive value and benefit from the pond that is on their respective portions of the partition. Therefore, the parties shall draft and record a basic maintenance agreement providing for equally shared maintenance responsibility for the earthen dam that impounds the pond waters. A formal survey will be conducted to set the boundary lines for the two resultant parcels according to the legal descriptions provided herein. The survey shall be memorialized by setting corner monuments on the ground and by producing and recording the survey with Skamania County.

3.4 Liabilities to be Paid by the Husband

- ☐ Does not apply.
- ☐ The husband shall pay the community or separate liabilities set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of this decree.
- ☐ The husband shall pay the community or separate liabilities as set forth in the separation contract or prenuptial agreement referenced above.
- ☒ The husband shall pay the following community or separate liabilities:

Creditor

Amount

Washington Mutual (1st deed of trust)

6/17 of the principal balance as of the date of the Decree, paid in regular monthly installments

U.S. Bank (2nd deed of trust)

6/17 of the principal balance as of the date of the Decree, paid in regular monthly installments

Decree (DCD) (DCLGSP) (DCINMG) - Page 3 of 7
 WPF DR 04.0400 (6/2006) - RCW 26.09.030; .040; .070 (3)

ROBERT D. WEISFIELD
 Attorney-at-Law
 WSBA # 3538
 P.O. Box 421
 Bingen, WA 98605
 (509) 493-2772

1 ☐ Other:

2 Unless otherwise provided herein, the husband shall pay all liabilities incurred by him since the
3 date of separation.

4 **3.5 Liabilities to be Paid by the Wife**

5 ☐ Does not apply.

6 ☐ The wife shall pay the community or separate liabilities set forth in Exhibit _____. This
7 exhibit is attached or filed and incorporated by reference as part of this decree.

8 ☐ The wife shall pay the community or separate liabilities as set forth in the separation
9 contract or prenuptial agreement referenced above.

10 ☒ The wife shall pay the following community or separate liabilities:

| <u>Creditor</u> | <u>Amount</u> |
|---|--|
| Washington Mutual (1 st deed of trust) | 11/17 of the principal balance as of the date of the Decree, paid in regular monthly installments |
| U.S. Bank (2 nd deed of trust) | 11/17 of the principal balance as of the date of the Decree, paid in regular monthly installments |
| Chase credit card | 5,000.00 |
| US Agencies Credit Union | 8,000.00 |
| United Services | 18,000.00 |
| USAA car loan | 3,223.00 |

18 ☐ Other:

19 Unless otherwise provided herein, the wife shall pay all liabilities incurred by her since the date
20 of separation.

21 **3.6 Hold Harmless Provision**

22 ☒ Each party shall hold the other party harmless from any collection action relating to
23 separate or community liabilities set forth above, including reasonable attorney's fees
24 and costs incurred in defending against any attempts to collect an obligation of the other
25 party.

26 ☒ Other: If either the husband or the wife fails to pay his or her proportional share of the
27 obligations secured by the two deeds of trust listed above against the real estate herein
28 partitioned and awarded to each of them, and the other spouse is required to pay said
29 obligation to keep the property from going into default or foreclosure, then the

nondefaulting spouse shall be indemnified by the defaulting spouse for all costs paid by the nondefaulting spouse to cure said default and to prevent foreclosure, to include, but not be limited to, the nondefaulting spouse's reasonable attorney's fees.

3.7 Spousal Maintenance

☒ Does not apply.

3.8 Continuing Restraining Order

☒ Does not apply.

3.9 Protection Order

☒ Does not apply.

3.10 Jurisdiction Over the Children

☒ Does not apply because there are no dependent children.

3.11 Parenting Plan

☒ Does not apply.

3.12 Child Support

☒ Does not apply.

3.13 Attorney Fees, Other Professional Fees and Costs

☒ Does not apply.

3.14 Name Changes

☒ Does not apply.

3.15 Other The restraining order filed in the Temporary Order in this matter is hereby vacated.

Dated: FEB 14, 2008.

[Signature]
Judge/Commissioner

Petitioner or petitioner's lawyer:
A signature below is actual notice of this order.

Respondent or respondent's lawyer:
A signature below is actual notice of this order.

☒ Presented by:
☒ Approved for entry:
☐ Notice for presentation waived:

☐ Presented by:
☒ Approved for entry:
☐ Notice for presentation waived:

[Signature]
Robert D. Weisfield, WSBA #3538
Attorney for Respondent

2-11-08
Date

[Signature]
Karla J. Talent, Petitioner
Pro Se

EXHIBIT "A"
TALENT/KOESTLER PARTITION
 Tax Parcel No. 02070200060500

Tract 1, awarded to KARLA J. TALENT:

Beginning at the West quarter corner of Section 2, Township 2 North, Range 7 East, of the Willamette Meridian, in the County of Skamania and State of Washington; thence South 88° 58' 40" East 274.39 feet to intersect the Southern edge of the B.P.A. right of way, being the true point of beginning; thence South 88° 58' 40" East 75.61 feet; thence South 65° 45' 04" East 745.36 feet; thence North 36° 35' 39" East 408.81 feet; thence North 62° 35' 19" West 189.60 feet; thence North 37° 48' 16" East 240.13 feet; thence North 65° 46' 40" West 582.51 feet to intersect the South right of way line of the B.P.A. power line; thence South 40° 21' 00" West 698.60 feet to the true point of beginning. 11 acres more or less.

TOGETHER with an easement for ingress and egress over and across the existing private roadway commencing on the Northwest side of the above described tract at the end of the road known as the "East View Road," provided that the grantees, their heirs and assigns, share in the cost of maintenance of said road.

Tract 2, awarded to JOHN D. KOESTLER:

Beginning at the West quarter corner of Section 2, Township 2 North, Range 7 East, of the Willamette Meridian, in the County of Skamania and State of Washington; thence South 88° 58' 40" East 350.00 feet; thence South 65° 45' 04" East 745.36 feet, being the true point of beginning; thence South 65° 45' 04" East 319.18 feet; thence North 41° 33' 53" East 648.13 feet; thence North 59° 37' 06" West 215.73 feet; thence North 65° 46' 40" West 336.17 feet; thence South 37° 48' 16" West 240.13 feet; thence South 62° 35' 19" East 189.60 feet; thence South 38° 17' 25" West 408.81 feet to the true point of beginning. 6 acres more or less.

TOGETHER with an easement for ingress and egress over and across the existing private roadway commencing on the Northwest side of the above described tract at the end of the road known as the "East View Road," provided that the grantees, their heirs and assigns, share in the cost of maintenance of said road.

Decree (DCD) (DCLGSP) (DCINMG) - Page 7 of 7
 WPF DR 04.0400 (6/2006) - RCW 26.09.030; .040; .070 (3)

ROBERT D. WEISFIELD

Attorney-at-Law

WSBA # 3538

P.O. Box 421

Bingen, WA 98605

(509) 493-2772

Unofficial
Copy

State of Washington } SS
County of Skamania }

I Sharon K. Vance, County Clerk of the Superior Court of Skamania County, Washington, DO HEREBY CERTIFY that this instrument, consisting of 17 page(s), is a true and correct copy of the original now on file and of record in my office and, as County Clerk, I am the legal custodian thereof.

Signed and sealed at Steadman, Washington
this date June 21, 2008 Sharon K. Vance
Sharon K. Vance County Clerk
by [Signature] Deputy