

**WHEN RECORDED RETURN TO:**

Paul J. Pearce

PO Box 307

Stevenson, WA 98648

**DOCUMENT TITLE(S)**

Premarital Agreement

**REFERENCE NUMBER(S)** of Documents assigned or released:

☐ Additional numbers on page \_\_\_\_\_ of document.

**GRANTOR(S):**

Paul J. Pearce and Kay Roeder

☐ Additional names on page \_\_\_\_\_ of document.

**GRANTEE(S):**

Paul J. Pearce and Kay Roeder

☐ Additional names on page \_\_\_\_\_ of document.

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

☐ Complete legal on page \_\_\_\_\_ of document.

**TAX PARCEL NUMBER(S):**

☐ Additional parcel numbers on page \_\_\_\_\_ of document.

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

State of Washington

## **PREMARITAL AGREEMENT**

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This **Agreement** is entered into by and between Paul J. Pearce (hereafter referred to as "Paul") and Kay Roeder (hereafter referred to as "Casey").

**1. Purpose.** The parties intend to marry each other on May 19<sup>th</sup> 2018 in Stevenson Washington. In advance of their marriage, the parties wish to provide for their rights and obligations in and to each other's assets and property including that which each of the parties currently and separately own, that which each will acquire separately during the marriage and that which both will acquire together during the marriage, in the event the marriage is terminated.

**2. Current Circumstances.** With respect to current circumstances:

- a) Paul currently resides at 1010 Chenoweth, North Bonneville, Washington. Paul represents that he was previously married and has no dependent children.
- b) Casey currently resides at 1010 Chenoweth, North Bonneville, Washington. Casey represents that she was previously married and has no dependent children.

**3. Effective Date.** This Agreement will be effective on May 19<sup>th</sup> 2018 the date of marriage. If we do not marry each other by such date, this Agreement will be null and void and its provisions unenforceable.

**4. Disclosure.** The parties have made full, fair and reasonable disclosure to each other of his or her financial information regarding net worth, assets, income, holdings, liabilities and debts as set forth in Exhibits A and B to this Agreement. Paul's financial information is set forth in Exhibit A to this Agreement. Casey's financial information is set forth in Exhibit B to this Agreement. Paul acknowledges receipt, review and understanding of Casey's financial information prior to signing this Agreement. Casey acknowledges receipt, review and understanding of Paul's financial information prior to signing this Agreement.

**5. Legal Representation.** Paul and Casey represent that they had the opportunity to consult with legal counsel however chose not to engage legal counsel in the drafting and negotiation of this Agreement. The failure to consult legal counsel constitutes a waiver of such right. Both parties represent that they understand the contents of this Agreement, acknowledge this Agreement is fair and reasonable and have chosen to freely and voluntarily enter into this Agreement.

**6. Premarital Property.** With respect to premarital property:

- a) All of Paul's property listed in Exhibit A that is separately owned prior to the marriage will remain as Paul's non-marital, separate and individual property during and after the marriage. Any increase in the value relating to the separate property will also remain as the non-marital, separate and individual property of Paul. Paul has the full right and authority to manage, sell, gift, transfer or otherwise dispose of Paul's separate property.
- b) All of Casey's property listed in Exhibit B that is separately owned prior to the marriage will remain as Casey's non-marital, separate and individual property during and after the marriage. Any increase in the value relating to the separate property will also remain as the non-marital, separate and individual property of Casey. Casey has the full right and authority to manage, sell, gift, transfer or otherwise dispose of Casey's separate property.

**7. Property Acquired During Marriage.** With respect to property acquired during marriage:

- a) Property earned, acquired and given to Paul individually during marriage will be treated as Paul's and remain Paul's non-marital, separate and individual property. Any increase in the value relating to the separate property will also remain as the non-marital, separate and individual property of Paul. Paul has the full right and authority to manage, sell, gift, transfer or otherwise dispose of Paul's separate property.
- b) Property earned, acquired and given to Casey individually during marriage will be treated as Casey's own and remain Casey's non-marital, separate and individual property. Any increase in the value relating to the separate property will also remain as the non-marital, separate and individual property of Casey. Casey has the full right and authority to manage, sell, gift, transfer or otherwise dispose of Casey's separate property.
- c) All assets and property that are earned and acquired by both parties through their joint efforts or given to both parties will be treated as marital property and owned equally by Paul and Casey or as otherwise designated in a writing signed by both parties.
- d) In the event the marriage is terminated, the marital property is subject to division as determined by the jurisdiction whose law governs the construction of this Agreement.

**8. Premarital Debts.** With respect to premarital debts:

- a) Paul's pre-existing debts or obligations listed in Exhibit A that exist prior to the marriage will remain as Paul's sole responsibility during and after the marriage.

Any increase in the value of Paul's pre-existing debts or obligations listed in Exhibit A will also remain the sole responsibility of Paul.

- b) Casey's pre-existing debts or obligations listed in Exhibit B that exist prior to the marriage will remain as Casey's sole responsibility during and after the marriage. Any increase in the value of Casey's pre-existing debts or obligations listed in Exhibit B will also remain the sole responsibility of Casey.
- c) In the event the marriage is terminated, the marital debt is subject to division as determined by the jurisdiction whose law governs the construction of this Agreement.

**9. Debts Acquired During Marriage.** With respect to debts acquired during marriage:

- a) Any debts or obligations incurred by Paul during the marriage will be Paul's sole responsibility. Casey will not assume or become responsible for the debts or obligations due to the marriage without Casey's written consent. Paul will indemnify Casey if a debt or obligation is asserted as a claim or demand against Casey's property and Paul will be responsible for all related expenses including attorney's fees.
- b) Any debts or obligations incurred by Casey during the marriage will be Casey's sole responsibility. Paul will not assume or become responsible for the debts or obligations due to the marriage without Paul's written consent. Casey will indemnify Paul if a debt or obligation is asserted as a claim or demand against Paul's property and Casey will be responsible for all related expenses including attorney's fees.
- c) In the event the marriage is terminated, the marital debt is subject to division determined by the jurisdiction whose law governs the construction of this Agreement.

**10. Taxes.** With respect to taxes:

- a) During their marriage, the parties may elect to file a joint federal and state income tax return, but each party will continue to be liable for any and all taxes associated with their separate property.
- b) In the event the marriage is terminated, tax returns shall be separately filed.

**11. Binding.** This Agreement will inure to the benefit of and be binding upon the parties, their successors, heirs, executors, administrators, assigns and representatives.

**12. Severability.** In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the validity, legality and enforceability of the remaining provisions shall not be affected and the remaining provisions shall be

construed, to the extent possible, to give effect to this Agreement without the inclusion of such invalid, illegal or unenforceable provision.

**13. Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of Washington not including its conflicts of law provisions.

**14. Further Assurances.** At the written request of either party, the other party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to effect the terms of this Agreement.

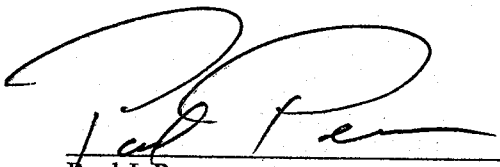
**15. Headings.** The section headings herein are for references purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

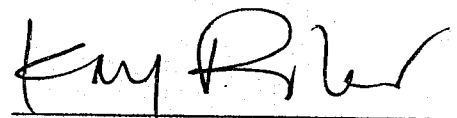
**16. Entire Agreement.** This Agreement including all Exhibits attached hereto contains the entire understanding between the parties and supersedes and cancels all prior agreements of the parties, whether oral or written, with respect to such subject matter.

**17. Amendment or Revocation.** This Agreement may be amended or modified only by a written agreement signed by both of the parties. This Agreement may be revoked if both parties sign a written agreement before the presence of a notary public or other authorized official. Revocation shall become effective when properly recorded as required by state and local laws.

**18. Signatures.** The signatures of the parties to this Agreement represent the parties acknowledgement that they have been informed of their legal rights, given an adequate amount of time to consider entering into this Agreement, read and understood the Agreement, agree with the contents of the Agreement, had sufficient time to review the Agreement and believe it to be fair, have not been pressured or coerced into signing the Agreement and chosen to freely and voluntarily enter into this Agreement.

Signed this 25 day of SEPTEMBER, 2017.

  
Paul J. Pearce

  
Kay Roeder

Signed in the presence of:

Sara Slack  
Witness 1 Signature

Sara Slack  
Witness 1 Printed

381 Shepherd Falls Rd Carson WA 98610  
Witness 1 Full Address

Kari R. Fagerness  
Witness 2 Signature

Kari R. Fagerness  
Witness 2 Printed

62 Guide Meridian Rd. Struven, WA 98648  
Witness 2 Full Address

State of Washington )  
County of Skamania )

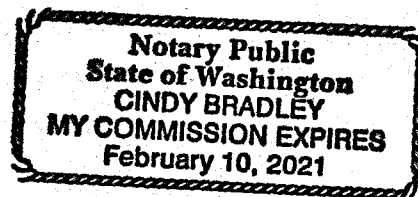
I certify that Paul J. Pearce and Kay Roeder both of whom are personally known to me, appeared before me, signed above, and acknowledge that the signing was done freely and voluntarily for the purposes mentioned in this instrument.

SUBSCRIBED and SWORN to before me on this 25<sup>th</sup> day of September, 2017

Cindy Bradley  
Signature

Cindy Bradley  
Notary Public for the State of Washington

My Commission Expires: 2/10/2021





**Exhibit A**

Paul's assets and liabilities are;

Ownership of a 2004 Jeep Cherokee

He receives \$2500 in State Retirement

He receives \$1900 in Social Security

He pays \$1000 in alimony

He pays \$500 to the Bankruptcy Trustee until October 2018

Otherwise he owns his clothing, personal items, photo's, tools, memento's, etc..

Unofficial  
Copy

**Exhibit B**

Casey's assets and liabilities are;

Ownership of 2008 Toyota RAV4

Ownership of 1984 Nissan Pickup

Ownership of 2,500 square foot house and 2-story shop at 1010 Chenoweth, North Bonneville

Personal clothing, housewares, appliances, furniture, mementos, etc.

401(K) Account

\$807 per month federal retirement allotment – OPM

Credit cards – American Express, Alaska Airlines VISA