



Jeffery Ober
612 Hemlock Rd
Carson, WA 98610

PREMARITAL AGREEMENT

State of Washington

Rev. 1399ECD

This Agreement is entered into on this May 13, 2021, by and between Jeffery Michael Ober (hereafter referred to as "Jeff") and Stephanie Tkach Tackett (hereafter referred to as "Stephanie").

1. Purpose. The parties intend to marry each other on May 14, 2021, in Carson, 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) Jeff currently resides at 612 Hemlock Rd, Carson, Washington 98610. Jeff represents that he was previously married. Jeff has three adult children: Kyle Ober, Ben Ober, and Kelcee Carter.

(b) Stephanie currently resides at 612 Hemlock Rd, Carson, Washington 98610. Stephanie represents that she was previously married. Stephanie has three adult children: Nate Tackett, Haley Tackett, and Ally Prohaska.

3. Effective Date. This Agreement will be effective on May 14, 2021, 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 assets, holdings, liabilities and debts as set forth in Exhibits A and B to this Agreement. Jeff's financial information is set forth in Exhibit A to this Agreement. Stephanie's financial information is set forth in Exhibit B to this Agreement. Jeff acknowledges receipt, review and understanding of Stephanie's financial information prior to signing this Agreement. Stephanie acknowledges receipt, review and understanding of Jeff's financial information prior to signing this Agreement.

5. Legal Representation. Jeff and Stephanie 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 without legal representation.

6. Premarital Property. With respect to premarital property:

(a) All of Jeff's property listed in Exhibit A that is separately owned prior to the marriage will remain as Jeff'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 Jeff. Jeff has the full right and authority to manage, sell, gift, transfer or otherwise dispose of Jeff's separate property. See Exhibit C of this agreement regarding death or divorce.

(b) All of Stephanie's property listed in Exhibit B that is separately owned prior to the marriage will remain as Stephanie'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 Stephanie. Stephanie has the full right and authority to manage, sell, gift, transfer or otherwise dispose of Stephanie's separate property. See Exhibit C of this agreement regarding death or divorce.

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

(a) Property earned, acquired and given to Jeff individually during marriage will be treated as Jeff's and remain Jeff'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 Jeff. Jeff has the full right and authority to manage, sell, gift, transfer or otherwise dispose of Jeff's separate property.

(b) Property earned, acquired and given to Stephanie individually during marriage will be treated as Stephanie's own and remain Stephanie'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 Stephanie. Stephanie has the full right and authority to manage, sell, gift, transfer or otherwise dispose of Stephanie'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 Jeff and Stephanie 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. See Exhibit C.

8. Premarital Debts. With respect to premarital debts:

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

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

(b) Stephanie's pre-existing debts or obligations listed in Exhibit B that exist prior to the marriage will remain as Stephanie's sole responsibility during and after the marriage. Any increase in the value of Stephanie's pre-existing debts or obligations listed in Exhibit B will also remain the sole responsibility of Stephanie.

(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 Jeff during the marriage will be Jeff's sole responsibility. Stephanie will not assume or become responsible for the debts or obligations due to the marriage without Stephanie's written consent. Jeff will indemnify Stephanie if a debt or obligation is asserted as a claim or demand against Jeff's property and Jeff will be responsible for all related expenses including attorney's fees.

(b) Any debts or obligations incurred by Stephanie during the marriage will be Stephanie's sole responsibility. Jeff will not assume or become responsible for the debts or obligations due to the marriage without Jeff's written consent. Stephanie will indemnify Jeff if a debt or obligation is asserted as a claim or demand against Stephanie's property and Stephanie 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 of Washington 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 13 day of May, 2021.

JEFFERY M. OBER

Full Name of the **First Party**

Stephanie T. Tackett

Full Name of the **Second Party**

Signed in the presence of:

Patricia J. Mydlee

Signature of **Witness**

PATRICIA J MYDLEE

Name of **Witness**

370 NW. BULLDOG DR, STEVENSON, WA 98648

Address of **Witness**

NOTARY ACKNOWLEDGEMENT:

State of Wa)
County of Skamania) (Seal)

The foregoing instrument was acknowledged before me this 13th day of May, 2021, by the undersigned, Jefferson, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

[Signature]
Signature

[Signature]
Notary Public

My Commission Expires 3-15-2022

Exhibit A

Jeff is the sole owner of the real property located at 612 Hemlock Rd, Carson, WA 98610. This property has an approximate mortgage of \$540,000. A recent appraisal valued this property at \$680,000.

Jeff's personal property includes the following and there are no debts associated with them:

2020 Case excavator
2018 Cub Cadet riding lawn mower
2020 Champion wood splitter
2016 Ford F-150
Two shotguns
Four rifles with scopes
Two handguns

NOTARY ACKNOWLEDGEMENT:

State of Wa)
County of Skamania) (Seal)

The foregoing instrument was acknowledged before me this 13th day of may, 2021, by the undersigned, Stephanie Taylor who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

[Signature]
Signature

[Signature]
Notary Public

My Commission Expires: 3-15-2022

Exhibit A

Jeff is the sole owner of the real property located at 612 Hemlock Rd, Carson, WA 98610. This property has an approximate mortgage of \$540,000. A recent appraisal valued this property at \$680,000.

Jeff's personal property includes the following and there are no debts associated with them:

2020 Case excavator
2018 Cub Cadet riding lawn mower
2020 Champion wood splitter
2016 Ford F-150
Two shotguns
Four rifles with scopes
Two handguns

Numerous saws, tools, etc.
Antiques
Household items
Family photographs

Exhibit B

Stephanie's personal property includes the following and there are no debts associated with them:

2006 Toyota 4-Runner
Engagement and wedding rings
Two rifles with scopes
Piano and violin
Books, DVD's, and toys
Antiques
Household items
Family photographs

Exhibit C

Stephanie and Jeff's agreement regarding individual inheritance, death, or divorce:

1) In the event Jeff predeces Stephanie in death, Stephanie shall have the right to reside alone at Jeff's real property located at 612 Hemlock Rd, Carson, WA 98610, as long as she can satisfy the financial obligations of the property therein (mortgage, taxes, and insurance.) The excavator, riding lawn mower, and wood saw will remain on the property as long as Stephanie is living on it.

2) Stephanie shall recapture her actual inheritance investment in the property plus 7% annual compounded interest from the time she made the investment. Jeff's children shall pay this amount to Stephanie upon legally assuming the outstanding mortgage or upon selling the property. Stephanie shall receive whatever portion of the proceeds from the sale of the property that Jeff deems appropriate in his personal will.

3) In the event Stephanie predeces Jeff in death, Jeff shall provide Stephanie's children with whatever actual inheritance she invested in the property plus 7% annual compounded interest for the years Stephanie was alive after making the investment. Additionally, Jeff shall receive whatever portion of the invested inheritance that Stephanie deems appropriate in her personal will.

4) Jeff and Stephanie are not obligated to make any provisions regarding each other's children in their personal wills.

5) In the event the marriage ends in divorce, Stephanie shall recapture any actual inheritance she invested in the property plus 7% annual compounded interest from the time she made the investment.

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