

After Recording return to:
Dan J. Brogan and Denise L. Ellis
PO Box 33
Stevenson, WA 98648

Skamania County, WA	2025-001846
Total: \$306.50 Pgs=4	11/18/2025 11:01 AM
AGLS	
Request of: DAVIES MYERS SANDRI, PC	
eRecorded by: Simplifile	

Property description:
Lot 33 HIDDEN RIDGE SUB AF#2018000254
Parcel No.: 03-07-35-4-4-1033-00

REAL PROPERTY ACQUISITION/DISPOSITION AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Dan J. Brogan (hereinafter “Brogan”) and Denise L. Ellis (hereinafter “Ellis”) (collectively hereinafter “the parties”) enter into this *Real Property Acquisition/Disposition Agreement* (hereafter “Agreement”).

RECITALS

WHEREAS, Brogan and Ellis are participants in a long-term romantic relationship, but are not legally married; and

WHEREAS, the parties jointly purchased the real property located at 1070 NW Iman Loop Rd. Stevenson, WA 98648 (hereinafter “the property”) and currently hold title to the property as “Dan J. Brogan, a single man, and Denise L. Ellis, a single woman.” The abbreviated legal description of the property is Lot 33 HIDDEN RIDGE SUB AF#2018000254.

WHEREAS, and the parties desire to agree to a disposition of the property in the event their relationship terminates or if one party predeceases the other; and

WHEREAS, the parties acknowledge that they each contributed resources towards the acquisition of the property, the parties each currently contribute towards the maintenance and upkeep of the property, and the parties each contribute towards expenses associated with the property; and

WHEREAS, this Agreement was prepared by Andrew J. Myers of Davies Myers Sandri, PC, who represents only the interests of Denise L. Ellis; Dan J. Brogan acknowledges and asserts that he has not received any advice from Andrew J. Myers, that he understands that Andrew J. Myers does not represent his legal interests, and that he has had a full and complete opportunity to consult with independent legal counsel regarding the effect of this Agreement;

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

- 1. Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein by reference as if fully set forth.
- 2. Voluntary Termination of Relationship.** Upon voluntary termination of the parties' romantic relationship by either party, the property will be sold and the sale proceeds will be divided equally between the parties, neither of whom shall make any claim that they are entitled to a greater share of the sale proceeds for any reason whatsoever.
- 3. Death of One Party.** Upon the death of either party, the survivor shall be entitled to continue to use the property as a primary residence, so long as the surviving party continues to pay all expenses associated with the property. Upon the surviving party ceasing to use the property as a primary residence, the property shall be sold and the sale proceeds shall be divided equally between the surviving party and either: (a) those persons designated to receive the deceased party's share of the sale proceeds in the deceased party's will; or (b) if not designated in the deceased party's will, to those heirs of the deceased party who would be entitled to receive the deceased party's estate pursuant to Washington's laws of intestate succession; and neither the surviving party nor the estate of the deceased party shall make any claim that they are entitled to a greater share of the sale proceeds for any reason whatsoever.
- 4. Death of Both Parties.** Upon the death of both parties, the property shall be sold, and the sale proceeds shall be divided equally between the estates of the parties, and neither estate shall make any claim that they are entitled to a greater share of the sale proceeds for any reason whatsoever.
- 5. Encumbrances.** Neither party shall encumber the property without the written consent of the other party, or, if one party is deceased, written consent of the deceased party's beneficiaries pursuant to paragraph three (3) of this Agreement. If a party does encumber the property without the written consent of the other party, then the party causing the encumbrance shall be solely responsible for repayment of that debt.
- 6. Modification.** This Agreement may be modified only by mutual agreement in writing signed by both parties. No amendments shall be binding unless they are in writing and signed by both parties.
- 7. Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties. This Agreement supersedes and replaces all other agreements between the parties regarding the property. No other understandings, oral or otherwise, regarding the property shall be deemed to exist or to bind the parties.
- 8. Recording.** This Agreement shall be recorded in the real estate records of Skamania County, Washington.

9. **Attorney's Fees.** In the event of litigation concerning the subject matter of this Agreement, the prevailing party shall be entitled to recover from the losing party all costs and expenses associated with the litigation, including, but not limited to, reasonable attorney's fees and expert witness fees.

10. **Ambiguities.** The parties agree that they have equally participated in negotiating the terms and conditions of this Agreement, and, as such, the parties agree that ambiguities will not be construed in favor of one party over the other party.

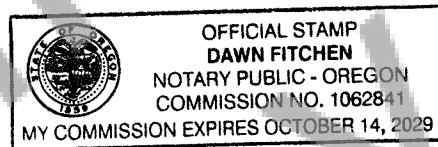
DATED this 29th day of October 2025.

Denise L. Ellis
Denise L. Ellis

DATED this 29th day of October 2025.

Dan J. Brogan
Dan J. Brogan

STATE OF OREGON)
) ss.
County of Hood River)

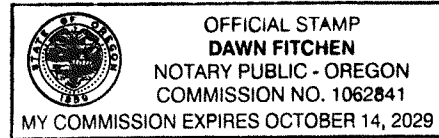


BEFORE ME, the undersigned, a notary public within and for the County of Hood River, State of Oregon, personally appeared Denise L. Ellis, known to me to be the person whose name is subscribed to the within instrument and further acknowledged before me that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 29th day of October 2025.


Dawn Fitchen
Notary Public for Oregon
My commission expires: 10/14/29

STATE OF OREGON)
) ss.
County of Hood River)



BEFORE ME, the undersigned, a notary public within and for the County of Hood River, State of Oregon, personally appeared Dan J. Brogan, known to me to be the person whose name is subscribed to the within instrument and further acknowledged before me that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 29th day of October 2025.



Notary Public for Oregon
My commission expires: 10/14/29

Unofficial Copy