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SUPERIOR COURT OF WASHINGTON FOR SKAMANIA COUNTY

In Re The Marriage of

NO. 7461

ROBERT EDWARD FITZGERALD,

SEPARATION CONTRACT AND
AGREEMENT RE: MAINTENANCE
AND PROPERTY DIVISION

Petitioner,

and

CAROL LEONE FITZGERALD,

Respondent.

SEPARATION CONTRACT AND AGREEMENT RE:
Maintenance and Property Division

THIS AGREEMENT, MADE AND EXECUTED in triplicate by and
between CAROL LEONE FITZGERALD hereinafter referred to as "wife"
and ROBERT EDWARD FITZGERALD, hereinafter referred to as
"husband",

W I T N E S S E T H:

WHEREAS, the parties hereto were married in Vancouver,
County of Clark, State of Washington, on January 1970, and
ever since have been and now are husband and wife; and

WHEREAS, the parties have no children born as issue of their
marriage; and

WHEREAS, differences have arisen between the parties as a
result of which they have separated and are now living separate

SEPARATION CONTRACT AND
AGREEMENT RE: MAINTENANCE
AND PROPERTY DIVISION - 1

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1220 MAIN STREET
SUITE 107
P.O. BOX 54
VANCOUVER, WASH 98006

K 580

1 and apart; and

2 WHEREAS, the husband intends to commence an action for
3 dissolution of this marriage in the Superior Court of Skamania
4 County, Washington; and

5 WHEREAS, the wife has been represented by the Law Offices of
6 DANIEL G. MARSH in this matter, and the husband has been
7 represented by the Law Offices of HORENSTEIN, WYNNE, FERGUSON &
8 STOUMBOS; and

9 WHEREAS, the parties are now desirous of fully, finally and
10 forever effecting a settlement re: maintenance and disposition
11 of their property rights, without the necessity of the
12 intervention of the Court; and

13 WHEREAS, each party has made full disclosure to the other of
14 all properties and assets, together with any encumbrances or
15 indebtedness owed or owing by each of them and of the income
16 derived therefrom, and from all other sources,

17 NOW, THEREFORE, in consideration of the mutual promises,
18 agreements and covenants contained herein, and in consideration
19 of the desire of the parties to make an amicable settlement of
20 their property rights, and in further consideration of the mutual
21 benefits to be derived from this separation contract, it is
22 agreed as follows:

23 1. The husband agrees to pay to the wife, \$1,500.00 per
24 month as maintenance, beginning with the month of May, 1984.
25 Such sum shall be paid on or before the first day of each and
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SEPARATION CONTRACT AND
AGREEMENT RE: MAINTENANCE
AND PROPERTY DIVISION - 2

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SUITE 208
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VANCOUVER, WASH 98666

every month thereafter for a period of thirty (30) months:

PROVIDED, that such maintenance shall terminate upon the first of the following events:

(i) the remarriage of the wife; or

(ii) the resale or refinance of the partnership

interest of the parties in that commercial medical building entitled "St. Joseph Building" commonly located at 602 NE 92nd Avenue, Vancouver, Washington, in which the terms and provisions of such resale or refinance assure the wife that she shall receive monthly cash amounts equal to or greater than \$1,500.00 per month for the balance of above-described thirty (30) months period.

In the event of the death of the husband, the wife shall be entitled to collect such maintenance as a charge against his estate.

In addition, the husband agrees to provide the wife with funds up to a maximum amount of \$8,000.00 over the next thirty (30) months period for any and/or all expenses related with the educational costs to be incurred by the wife. The wife agrees to provide the husband with an itemized statement evidencing such costs at the time that each request for funds is made by the wife.

The maintenance and educational funds described above shall be timely deposited in a bank account established by and made payable to the wife.

K 582

2. The wife shall have as her sole and separate property all property listed on Exhibit "A," attached hereto and incorporated herein by reference, and the husband does hereby release all his right, title and interest in and to the property described on Exhibit "A." All property listed on Exhibit "A" was accumulated as the community property of the parties unless otherwise designated on Exhibit "A."

3. The husband shall have as his sole and separate property all property listed on Exhibit "B," attached hereto and incorporated herein by reference, and the wife does hereby release all her right, title and interest in and to the property described on Exhibit "B." The husband promises to indemnify and to hold harmless the wife from any and all debts, liabilities, and obligations incurred from such property. All property listed on Exhibit "B" was accumulated as the community property of the parties unless otherwise designated on Exhibit "B."

4. It is agreed that the husband shall pay in full all community debts of the parties which were incurred prior to the date of their separation. Thereafter, each party shall assume the responsibility for and hold the other party harmless from any and all debts incurred by that party subsequent to the date of separation.

5. The parties agree that the wife's former name of SCHAFER shall be restored to her.

6. The husband does hereby confess judgment in favor of

1 the wife for the sum of \$500.00 which represents a contribution
2 towards wife's attorneys' fees. The husband authorizes the
3 Superior Court of Washington in and for the County of Skamania,
4 or whatever other county a Decree of Dissolution is entered in,
5 to enter judgment for said sum against him in favor of the wife
6 if he has not paid wife the said sums in full at the time of the
7 entry of a Decree of Dissolution herein. This confession of
8 judgment is for money justly due the wife for costs and
9 attorneys' fees arising from the drafting and execution of this
10 Separation Contract by the wife herein. The wife does hereby
11 assent to the above judgment as confessed and authorized by the
12 husband herein.

13 7. The parties agree that there has been a fair and
14 equitable property division between the parties.

15 8. It is agreed that from and after the date of separation
16 any and all property acquired by either of the parties shall be
17 his or her separate property and estate and the other shall have
18 no interest therein. It is also agreed that each party shall pay
19 and be responsible for all indebtedness incurred by him or her
20 from and after the date of separation.

21 9. The parties agree that this division of property shall
22 be final and binding and shall constitute a full and complete
23 settlement of their property rights; and the parties agree that
24 the payment of money by the husband to the wife for maintenance
25 shall be final and binding. If an action for Dissolution of
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1 Marriage or Legal Separation is prosecuted to final judgment, it
2 is agreed that neither party will claim, assert or demand of or
3 against the other any relief different than is embodied in this
4 contract, and will not assert one as against the other any claim
5 or demand inconsistent with or contrary to the terms hereof.

6 10. The parties are not contracting that either should
7 obtain a Decree dissolving their marriage, but, if a Decree is
8 obtained, appropriate provisions shall be embodied in it
9 obligating the parties to carry out the terms of this contract
10 and to perform the same in accordance with the terms hereof.

11 11. It is understood and agreed that no inducements or
12 promises, other than stated herein, have been made or extended
13 from either party to the other which have induced the execution
14 of this contract, and that it embodies in its entirety the
15 agreement between husband and wife relating to the division of
16 their property and property rights, support, etc., and that there
17 is no other agreement existing between them with reference
18 thereto.

19 12. Except as herein provided, both husband and wife do
20 hereby forever waive, release and quit claim to the other all
21 rights to separate maintenance, homestead, inheritance, plus all
22 rights under community Property Agreements, and the right to
23 administer the estate of the other spouse, and all other property
24 rights and claims which he or she now has or may hereafter have
25 as husband, wife, widower, widow, or otherwise by reason of the
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SEPARATION CONTRACT AND
AGREEMENT RE: MAINTENANCE
AND PROPERTY DIVISION - 6

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SUITE 675
P.O. BOX 54
VANCOUVER, WASH 98005

K 585

marital relationship now existing between the parties.

13. The parties agree that this contract is binding upon the respective heirs, personal representatives and assigns of the parties hereto. It is further agreed that both parties will sign any and all papers, deeds, applications, security agreements, waivers or relinquishments of interest necessary, to carry out the terms of this contract.

IN WITNESS WHEREOF, the parties have signed and received copies of this contract and by agreement the effective date of this contract shall be May 3, 1984.

Carol Leone Fitzgerald
CAROL LEONE FITZGERALD

Robert Edward Fitzgerald
ROBERT EDWARD FITZGERALD

STATE OF WASHINGTON)

ss.

County of Clark)

On this day personally appeared before me, CAROL LEONE FITZGERALD, to me known to be the individual described in and who executed the within and foregoing Separation Contract, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 22 day of May, 1984.

Marta J. Lawrence
NOTARY PUBLIC in and for the
State of Washington, residing
at Cent.

SEPARATION CONTRACT AND
AGREEMENT RE: MAINTENANCE
AND PROPERTY DIVISION - 7

LAW OFFICES OF
DANIEL G. MARSH
1220 MAIN STREET
SUITE 405
P.O. BOX 50
VANCOUVER, WASH 98006

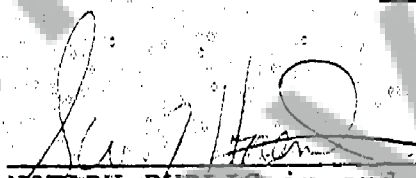
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STATE OF WASHINGTON)
: ss.
County of Clark)

On this day personally appeared before me, ROBERT EDWARD FITZGERALD, to me known to be the individual described in and who executed the within and foregoing Separation Contract, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23 day of May, 1984.


NOTARY PUBLIC in and for the
State of Washington, residing
at Vancouver.

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EXHIBIT "A"
PROPERTY TO BE AWARDED TO CAROL L. FITZGERALD

1. All right, title and interest of the parties in the residence commonly located at 4603 S.E. 164th Avenue, Vancouver, Washington 98664, and more particularly described as follows:

TRACT I. Beginning at the Southeast corner of the Solomon W. Fisher Donation Land Claim No. 41 in Township 1 North, Range 2 East of the Willamette Meridian; thence North 68°45' West 3.00 chains, more or less, to the East line of that certain tract conveyed to Mill Plain Storing, Shipping and Trading Co., by deed recorded in Volume "K", page 440, records of said county; thence North, along the East line of said tract 1.85 chains, more or less, to the Easterly line of the County Road; thence Northerly along the Easterly line of said road to the Southerly line of that certain tract conveyed to C.H. Danforth, by deed recorded in volume 13, page 282, records of said county; thence South 75° East, along the Southerly line of said Danforth tract, to the East line of said Donation Land Claim; thence South 3.54 chains, more or less, to the point of beginning. Also all of that portion of the second class tide lands, as conveyed by deed recorded in volume 42, page 202, adjoining the tract hereinabove described.

TRACT II. That portion of that certain tract of land in the Solomon Fisher Donation Land Claim in Section 12, Township 1 North, Range 2 East of the Willamette Meridian, conveyed to Clark County, Washington, by deed recorded in volume 153, page 3, records of said County, that lies East of the County Road.

Together with all household furniture, furnishings, and appliances situated within the residence.

ROBERT E. FITZGERALD, M.D. agrees to be responsible for all existing underlying encumbrances on such property, including but not limited to the following-described mortgages:

- i) Note and mortgage dated August 16, 1979, in the sum of \$26,000.00 made in favor of ROBERT E. FITZGERALD, M.D., and ROBERT J. HEHN, M.D., Trustee of Vancouver Genito-Urinary Clinic, P.S., Defined Benefit Pension and Profit Sharing Plan, as mortgagee;
- ii) Note and mortgage dated October 16, 1980, in the sum

EXHIBIT A - 1

LAW OFFICES OF
DANIEL G. MARSH
1220 MAIN STREET
SUITE 275
P.O. BOX 54
VANCOUVER, WASH 98666

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588

1 of \$7,000.00 made in favor of ROBERT E. FITZGERALD, M.D., and
2 ROBERT J. HEHN, M.D., Trustee of Vancouver Genito-Urinary Clinic,
P.S., Defined Benefit Pension and Profit Sharing Plan, as
mortgagee;

3 iii) Note and mortgage dated March 19, 1981, in the sum of
4 \$5,000.00 made in favor of ROBERT E. FITZGERALD, M.D., and ROBERT
J. HEHN, M.D., Trustee of Vancouver Genito-Urinary Clinic, P.S.,
5 Defined Benefit Pension and Profit Sharing Plan, as mortgagee;
and

6 iv) Note and mortgage dated June 30, 1981, in the sum of
7 \$30,000.00 made in favor of ROBERT E. FITZGERALD, M.D., and
ROBERT J. HEHN, M.D., Benefit Pension and Profit Sharing Plan, as
8 mortgagee;

9 and for payment of all real property taxes due and owing on
such property through the second half of the 1983 tax year, and
10 for all insurance payments due and owing through January, 1984.
ROBERT E. FITZGERALD, M.D., further agrees to indemnify and hold
11 harmless CAROL L. FITZGERALD for all existing (above-described)
encumbrances, and to further provide a lien upon his estate in
12 the event of his death and consequential default on such existing
encumbrances. ROBERT E. FITZGERALD, M.D., agrees to provide
13 CAROL L. FITZGERALD with a properly executed Deed of Trust
covering his interest in the unimproved real property situated in
14 Jefferson County, State of Washington.

15 In the event that the wife decides to sell the residence, it
is agreed that the husband shall have the right of first refusal
16 to purchase such residence. Such right of first refusal shall be
effective for a period of thirty (30) days after the husband is
17 notified that the wife intends to sell such residence, and shall
be exercised by the husband giving the wife written notice within
18 the thirty (30) day period of his intention to purchase the
residence. The sale price for the purchase of the residence
19 shall be determined by an appraiser mutually agreed upon by the
parties.

20 2. One-half (1/2) of the right, title and partnership interest
21 of the parties in that certain partnership in which they are
tenants in common, in the commercial medical building entitled
22 "St. Joseph Building" commonly located at 602 N.E. 92nd Avenue,
Vancouver, Washington 98664. It is agreed between the parties,
23 that the husband shall retain all of the voting rights and
control of such interest: PROVIDED, that the husband shall not
24 exercise such rights and control in an unreasonable manner.

25 3. All right, title and interest of the parties in the 1980
Honda Prelude, Washington license number JKA 975, automobile
26 identification number SNF2030078, subject to all indebtedness due

EXHIBIT A - 2

LAW OFFICE OF
DANIEL G. MARSH
1220 MAIN STREET
SUITE 475
P.O. BOX 54
VANCOUVER, WASHINGTON 98600

K PAGE 589

1 and owing on such automobile.

2 4. All right, title and interest of the parties in the 1965
3 General Motors Corporation pickup truck, Washington license
number U34289, automobile identification number 11002PF28190A.

4 5. All right, title and interest of the parties in the 1967
5 Streamline Silver Streak 30' motorhome, Washington license number
HHX466, automobile identification number 3681823KK.

6 6. All right, title and interest of the parties in the 1969
7 Evinrude 19' Rogue II inboard/outboard boat.

8 7. All right, title and interest of the parties in the Thousand
Trails Membership Contract No. 13161, the American Campgrounds,
9 Inc. Membership Contract No. 12500-26, and the Family Fitness
Membership Contract No. 162-2308172.

10 8. One-half (1/2) of the right, title and interest of the
11 parties in the Vacation International Condominiums membership,
and the Mokihamo time share, membership No. 17240.

12 9. Any and/or all bank accounts established in the name of
13 CAROL L. FITZGERALD.

14 10. Any and/or all right, title and interest in and to the
Social Security, pension and retirement benefits accruing to
15 CAROL L. FITZGERALD.

16 11. Any and/or all personal effects and clothing of CAROL L.
FITZGERALD.

K 590

EXHIBIT "B"
PROPERTY TO BE AWARDED TO ROBERT E. FITZGERALD

1. All right, title, and interest of the parties in the following real property situated in Jefferson County, State of Washington, and more particularly described as follows:

Lot 59, Area 2, Port Ludlow No. 1, as per plat recorded in Volume 5 of Plats on pages 26 to 32 inclusive, records of Jefferson County.

2. All right, title and interest of the parties in the MARSHALL HOUSE RESTAURANT, LTD., a Washington limited partnership, whose principal place of business is commonly located at 1310 East Evergreen Boulevard, Vancouver, Washington 98664, Federal Employee Identification No. 91-1157433, subject to any and/or all debts, liabilities, and obligations of such partnership, and subject to the agreement of ROBERT E. FITZGERALD, M.D., to indemnify and to hold CAROL L. FITZGERALD harmless from such debts, liabilities, and obligations, as provided in paragraph 3 of this agreement.

3. All right, title and interest of the parties in 1975 Ford LTD stationwagon automobile, Washington license number GK2438, identification number 5576A143450, and the 1970 Ford Torino convertible automobile, Washington license number GGC 374, identification number OH37H145700.

4. All right, title and interest of the parties in the 1973 40' Challenger Makai sailboat.

5. All right, title and interest of the parties in the Nikon camera, guitar, the Makai oil painting, grand piano, and antique oak dining room set.

6. One-half (1/2) of the right, title and interest of the parties in the Vacation International Condominiums membership, and the Mokihano time share, membership No. 17240.

7. All right, title and interest of the parties in the following common stock:

i) 233 shares of Tenneco, Inc., certificate numbers HT115423 and M65153; and

ii) 323 shares of Internorth, Inc. and related energy stock, certificate numbers NS218100, OF145814, and OX0008207.

8. All right, title and interest of the parties in the medical

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591

practice of ROBERT E. FITZGERALD, M.D., Vancouver, Genito-Urinary Clinic, located at 602 N.E. 92nd Avenue, Vancouver, Washington.

9. All right, title and interest of the parties in the Shearson American Express pension fund established for ROBERT E. FITZGERALD, subject to all loans taken against such fund and the lien in favor of CAROL L. FITZGERALD for payment of the underlying encumbrances on the residence of the parties located at 4603 S.E. 164th Avenue, Vancouver, Washington.

10. One-half (1/2) of the right, title and partnership interest of the parties, as tenants in common, in the commercial medical building entitled "St. Joseph Building" commonly located at 602 N.E. 92nd Avenue, Vancouver, Washington 98664. It is agreed between the parties that the husband shall retain all of the voting rights and control of such interest: PROVIDED, that the husband shall not exercise such rights and control in an unreasonable manner.

11. Any and/or all right, title and interest in the Social Security, and any other pension and retirement benefits accruing to ROBERT E. FITZGERALD, including, but not limited to, The Columbia Health Service Deferred Compensation Plan.

12. Any and/or all right, title and interest of the parties in the oil leases held with Sun Exploration and Production Company, P.O. Box 2980, Dallas, Texas 75221, Mobil Oil Corporation, P.O. Box 900, Dallas, Texas 75221, and Permian Corporation, P.O. Box 1183, Houston, Texas 77001.

13. Any and/or all bank accounts established in the name of ROBERT E. FITZGERALD.

14. Any and/or all personal effects and clothing of ROBERT E. FITZGERALD.

15. All right, title and interest of the parties in the 1983 Federal income tax refund.

STATE OF WASHINGTON
COUNTY OF KING
I, SCOTT J. HORENSTEIN, A.B.C.
P.O. Box 694
VANCOUVER, WA 98666
AT 3:45 P. May 24 84
WAS K
Misc 579-591

EXHIBIT B - 2

RECEIVED
Mary M. Olson
B. Babcock
CLY

LAW OFFICES OF
DANIEL G. MARSH
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