

119467

SEPARATION CONTRACT

BOOK 143 PAGE 232

Pursuant to RCW 26.09.070, DEBORAH F. JOHNSON (wife) and CRAIG JOHNSON (husband) enter into this Separation Contract.

WHEREAS, the parties hereto were married in DuPage County, Illinois on August 7, 1976, and ever since have been and are now husband and wife; and

WHEREAS, differences have arisen between the parties as a result of which they have separated as of December 5, 1993, and have been since then and are now living separate and apart; and

WHEREAS, the parties are now desirous of fully, finally and forever affecting a settlement and disposition of their property rights without the necessity of Court intervention;

WHEREAS, there has been no child born as issue of this marriage and none are expected;

NOW, THEREFORE, in consideration of the mutual promises, agreements and covenants contained herein, and in consideration of the desire to make an amicable settlement of their property rights, and in further consideration of the mutual benefits to be derived from a Separation Contract, it is agreed as follows:

I. Wife, DEBORAH F. JOHNSON, hereby is to receive all of the right, title and interest of the parties in the following property:

A. Deborah's personal effects and belongings.

SEPARATION CONTRACT - 1

Registered	p
Indexed	p
Filed	p
Noted	
Other	

B. The furniture and furnishings and household goods as set forth on attached Schedule A, which is incorporated herein by this reference.

C. Any and all interest that the parties may have in the business known as "First Pacific Associates, Inc.", including but not limited to stock, equipment, vehicles, bank accounts, receivables, inventory and goodwill.

D. The house/condominium located at 6900 SE Riverside Drive, Unit #16, Vancouver, Clark County, Washington. The legal description for this property is set forth on attached Exhibit A, and incorporated herein by this reference.

1. Deborah shall pay Craig the sum of Six Thousand dollars (\$6,000), without interest, by the end of calendar year 1994 and another Six Thousand dollars (\$6,000), without interest, by June 30, 1995. Under these circumstances, Deborah shall be responsible for the outstanding mortgage and the potential Capital Gains related to the condominium. If Craig decides he needs his name off of the mortgage and if refinancing of the condominium is needed in order to clear Craig's name off of the underlying mortgage, then Craig shall arrange for the refinancing, and the costs of such refinancing shall serve as a reduction of the \$6,000 payments. Said refinancing shall be under terms and conditions acceptable to both parties.

In the event Craig applies for a mortgage to purchase real property (while the current mortgage on the condominium is still in effect with Craig obligated as a borrower), Deborah agrees to assist Craig in obtaining said mortgage by submitting a credit report and, if required, proof of income to Craig's lender, at no cost or expense to Deborah.

2. Upon payment of the \$12,000 from Deborah to Craig, as outlined above, Craig shall execute a deed conveying his interest in the property to Deborah.

E. Seventy per cent (70%) of the investment known as Phoenix Balanced (#4961965-50).

F. The New Economy Fund (#57024598-14) valued at approximately \$14,250.

G. Vanguard Money Market (account # 9851468203-30) which has/will be used by Deborah for a portion of her 1994 tax estimates.

H. The Putnam New Opp. (#A45-1-DJSSN-BBB-S) valued at approximately \$6,600.

I. The United USG (#1365537-8) valued at approximately \$80.

J. Deborah's SEP-IRA with American Funds, valued at approximately \$20,800.

K. 1994 Acura Integra, VIN No. JH4DC4357RS018440, subject to the debt thereon, to be paid by Deborah.

L. Other bank accounts in Deborah's name (opened as of January 1, 1994), and investments or property acquired by Deborah after the date of the parties separation.

M. All policies of life insurance on Deborah's life and policies of health and disability insurance for Deborah's benefit.

N. Calvert Tax Free Money Market (account #4443347-102).

O. NW National Bank account # 0216-491

II. Husband, CRAIG JOHNSON, hereby is to receive all of the right, title and interest of the parties in the following property:

A. Craig's personal effects and belongings.

B. The furniture and furnishings and household goods as set forth on attached Schedule B, which is incorporated herein by this reference.

C. Any and all interest that the parties may have in Husband's real estate business which he currently operates in conjunction with "ERA Borge/Ledoux" in Clark County, Washington, including but not limited to commissions, equipment, bank accounts, receivables, goodwill and inventory.

D. The Calvert T.F. Money Market fund and tax free reserves (account #4159133).

F. Northwest National Bank Account No. 02110-658 of approximately \$500.

G. Thirty per cent (30%) of the investment known as Phoenix Balanced (#4961965-50).

H. The Composite NW 50 (#239542) valued at approximately \$4,150.

I. The ABT Utility investment (#338867-183) valued at approximately \$3,800.

J. The Putnam Tax Free (#AOB-1-DJSSN-BBB-5) valued at approximately \$4,400.

K. Craig's SEP-IRA with Putnam, valued at approximately \$22,200.

L. 1989 Accura Legend, VIN No. KH4KA465XKK022985.

M. Other bank accounts in Craig's name (opened as of January 1, 1994), and investments or property acquired by Craig after the date of the parties separation.

N. All policies of life insurance on Craig's life and policies of health and disability insurance for Craig's benefit.

III. This agreement shall operate as a conveyance by CRAIG to DEBORAH of the enumerated items in paragraph I above, and henceforth such items shall be the sole and separate property of wife DEBORAH F. JOHNSON, except as otherwise specified.

This agreement shall operate as a conveyance by DEBORAH to CRAIG of the enumerated items in paragraph II above and

henceforth such items shall be the sole and separate property of husband CRAIG JOHNSON, except as otherwise specified.

The purpose of this paragraph III is additionally intended to make it clear that the community property of the parties has been reclassified by them, by this agreement, into the separate property of each.

IV. The following is agreed with respect to payment of debts.

A. CRAIG shall pay and hold DEBORAH harmless from the following debts and obligations:

1. Any debts related to Craig's real estate business for which the parties may be liable.

2. Any debts relating to the assets or payments received by CRAIG pursuant to the terms of this agreement except as otherwise provided.

3. Any debts incurred by CRAIG after the date of the parties' separation, not otherwise provided for in this agreement.

4. In the event of a special condominium assessment(s) due up through 12/31/94, Craig shall pay half in cash when due, up to a ceiling of \$500.

5. Craig shall continue to make payments of \$1,091 per month for his share of the condominium expenses and insurances (health, life and disability), telephone and utilities, through May of 1994. Beginning June 1, 1994, the

condo upkeep and maintenance becomes Debbie's responsibility, and Craig shall take over responsibility for his premium payments for his life insurance, car insurance, health and disability insurance.

6. Credit cards in Craig's name and any credit card balances for charges by Craig since date of separation. This includes (2) MBNA credit cards in Craig's name and the gas cards which shall remain with Craig.

7. As to the parties 1993 income taxes, they shall jointly file, with Craig paying 25% of any outstanding tax liability for 1993.

8. In the event the parties relationship ends in an uncontested dissolution of their marriage with the decree implementing this separation contract, without 4 sessions of joint counseling, then Craig will pay for all costs and attorney's fees associated with said Dissolution of Marriage proceedings. Debbie will pay for joint counseling. If there is still an uncontested dissolution of marriage with the decree implementing this separation contract, after joint counseling, then Deborah will pay one-third (1/3) of all costs and attorney's fees associated with the Dissolution of Marriage.

B. DEBORAH shall pay and hold CRAIG harmless from the following debts and obligations:

1. Any debts related to Deborah's business "First Pacific Associates, Inc.", for which the parties may be liable.
2. Any debts relating to the assets or payments received by DEBORAH pursuant to the terms of this agreement except as otherwise specified.
3. Any debts incurred by DEBORAH after the date of the parties' separation, not otherwise provided for in this agreement.
4. Credit cards in Deborah's name and any credit card balances for charges by Deborah since date of separation. This includes Citibank VISA and Seafirst Mastercard, as well as Nordstroms, Meier & Frank accounts which shall remain with Deborah.
5. As to the parties 1993 income taxes, they shall jointly file, with Deborah paying 75% of any outstanding tax liability for 1993.
6. In the event the parties relationship ends in an uncontested dissolution of their marriage with the decree implementing this separation contract, without 4 sessions of joint counseling, then Craig will pay for all costs and attorney's fees associated with said Dissolution of Marriage proceedings. Debbie will pay for joint counseling. If there is

still an uncontested dissolution of marriage with the decree implementing this separation contract, after joint counseling, then Deborah will pay one-third (1/3) of all costs and attorney's fees associated with the Dissolution of Marriage.

C. Each party hereto, in being awarded the primary responsibility for timely payment of various debts and obligations, should forever hold the other harmless on account thereof, and forever indemnify the other against all loss, costs or expenses (including attorney's fees as appropriate) incurred on account thereof.

D. Except as otherwise provided, the parties will be responsible for any tax liabilities associated with the ownership or transfer of assets respectively received by them pursuant to this agreement and pursuant to any Decree of Legal Separation or Decree of Dissolution of Marriage to which this agreement may be incorporated.

V. Except as otherwise specified herein, neither party shall be required to pay alimony or spousal support to the other now or at any time in the future.

VI. All previous wills, contracts (including, but not limited to joint tenancy agreements) or community property agreements between the parties are hereby revoked.

VII. This Separation Contract is to be construed according to the laws of the State of Washington.

VIII. Although this agreement is not contracted in anticipation of a dissolution of the parties' marriage, in the event the parties do commence an action for Legal Separation or for Dissolution of Marriage, this Separation Contract shall be confirmed by any Decree of Legal Separation or Decree of Dissolution arising issued in such action, and any such Decree shall order the performance of this agreement. The parties agree that this contract shall be filed with the court in said cause and shall be incorporated into the parties Decree pursuant to the provisions of RCW 26.09.070. This contract may be enforced in said action or as an independent contract. This Separation Contract shall continue to have independent existence despite the Court entering its Decree of Dissolution of Marriage or Decree of Legal Separation.

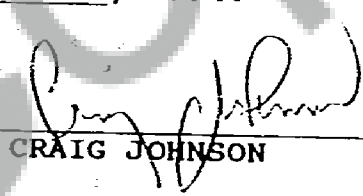
IX. In the event it shall be reasonable or desirable to execute any other documents or papers to effectuate this Separation Contract, each party shall sign the same. This contract shall be incorporated into a Decree of Legal Separation or Decree of Dissolution of Marriage in the event of such a legal proceeding.

X. In the event of litigation to enforce any terms, provisions or conditions of this Separation Contract, whether in an action relating to dissolution, or in a separate proceeding, the prevailing party may be awarded reasonable attorney fees and costs incurred.

XI. The parties have discussed this contract between themselves and any advisers each of them may have wished to consult. Both parties have disclosed to the other all pertinent facts and documents concerning the assets and liabilities of the parties. Both parties have satisfied themselves that they have adequately reviewed all facts and pertinent documents necessary for them to make an informed, knowing and voluntary assent to the terms of this agreement. Both parties have had every opportunity to review this agreement, prior to signing the same, with any advisor and attorney of their choosing, and they sign this agreement freely, knowingly and voluntarily. CRAIG has been represented concerning this matter by Scott Collier, attorney at law. DEBORAH has been represented concerning this matter by Scott Horenstein, attorney at law. Both are aware that this agreement constitutes a legal contract, binding upon them and upon their respective personal representatives and assigns. The parties have satisfied themselves that this agreement is fair and equitable. This agreement is intended by the parties to be a full, final and complete statement and settlement of all property rights and rights relating to debts and obligations of the parties.

DATED this 13^d day of MAY, 1994.


DEBORAH F. JOHNSON


CRAIG JOHNSON

STATE OF WASHINGTON)
 : ss.
 County of Clark)

On this day personally appeared before me CRAIG JOHNSON, husband, 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.

DATED this 13th day of May 1994.


 NOTARY PUBLIC

Residing at Vancouver.


My Appointment Expires 3-1-97



STATE OF WASHINGTON)
 : ss.
 County of Clark)

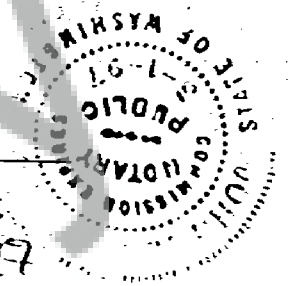
On this day personally appeared before me DEBORAH F. JOHNSON, wife, to me known to be the individual described in and who executed the within and foregoing Separation Contract, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

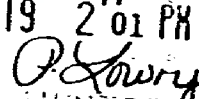
DATED this 13 day of May 1994.


 NOTARY PUBLIC

Residing at Vancouver.

My Appointment Expires 3-1-97



FILED FOR RECORD
 SEASIDE CO. WASH
 BY Marsh, Stichman
 & Higgins
 MAY 19 2 01 PM '94

 AUDITOR
 GARY H. OLSON

Schedule A - Personal Property for Craig

Dining room table and chairs
White dishes and some pots and pans from kitchen - divided as wanted
Miscellaneous kitchen stuff - divide as wanted
Study desk and computer desk
Sectional couch that is downstairs
Bed
Downstairs boombox
Computer and printer in downstairs study
Garage stuff - divide as wanted
Ski equipment - keep his own

Schedule B - Personal Property for Debbie

Living room furniture (couch and two recliners, coffee table and end tables)
Stereo
Kitchen table and chairs
Some pots and pans from kitchen - divide as wanted
Miscellaneous kitchen stuff - divide as wanted
Contents of (DJ's) study upstairs
Living room and dining room pictures (2)
Wood supply
Deck furniture
Bedroom boombox
Sewing machine and table
Garage stuff - divide as wanted
Ski equipment - keep her own

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Filed for Record at Request of STANLEY JOHNSON ORDER NO: K5019400
When Recorded Return to:
CRAIG G. JOHNSON
6900 82 REVERSON DRIVE
VANCOUVER, WA 98661

CHICAGO TITLE INSURANCE COMPANY
STATUTORY WARRANTY DEED

THE GRANTOR WERNER S. STORCH and DOLORES E. STORCH, ALSO KNOWN OF RECORD
AS DOLORES E. O'CONNOR, husband and wife d/ba MULTIPLE X PROPERTIES

for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION
in hand paid, conveys and warrants to

CRAIG G. JOHNSON and DEBORAH F. JOHNSON, husband and wife

the following described real estate, situated in the County of Clark State
of Washington:

SEE EXHIBIT 'A' ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

Subject to: SECOND HALF 1992 TAXES. ASSESSMENTS LEVIED UNDER THE
CONDOMINIUM DECLARATION. AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. G
123375, BOOK 574, PAGE 545. EASEMENTS RECORDED UNDER AUDITOR'S FILE NO.
BOOK 11, PAGE 443; G 126714, BOOK 576, PAGE 379; G 652961; G 669686; G
676281; G 681471; G 720505; 8010270006; AND 81052110103. COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED UNDER AUDITOR'S FILE NOS.
G 574091; 8008130077; G 648108. TERMS IN CONDOMINIUM DECLARATION RECORDED
UNDER AUDITOR'S FILE NO. G 652206 AND G 664961.

Dated: March 25, 1992

Werner Storch
WERNER STORCH

Dolores E. Storch
DOLORES E. STORCH

STATE OF WASHINGTON
COUNTY OF CLARK

On this day personally appeared before me WERNER STORCH, DOLORES E. STORCH
to me known to be the individual(s) described in and who executed the
within and foregoing instrument, and acknowledged that THEY signed the
same as THEIR free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN under my hand and official seal this 27th day of
March, 1992.

[Signature]
Notary Public in and for the State of Washington,
My Comm. Expires: 6/22/93
LPS # 7601

0202

cd of

Not Public
Ch. 12 Sec. 1000
2601.00
334006-330-72
Notary Public
Clark County, Washington
[Signature]

EXHIBIT A
PAGE 1

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CHICAGO TITLE INSURANCE COMPANY

EXHIBIT 'A'

DESCRIPTION:

ORDER NO: R3013400

The following Apartment of the condominium, according to Survey Map, Set of Plans, and Condominium Declaration; TOGETHER WITH the stated percentage of undivided interest in the Common Areas and Facilities appertaining to said Apartment for the Phase noted to possible partial defeasance of this undivided interest upon inclusion of any subsequent phase to the Condominium; AND TOGETHER WITH the use of those Limited Common Areas and Facilities, if any, appertaining to said Apartment:

Condominium:	RIVERSIDE EAST
Use:	residential
Volume:	'C' of Condominium Plans,
Page:	713
Auditor's File No.:	G 633206 and G 648108
Records of:	Clark County, Washington
Declaration:	
Recorded:	March 12, 1975
Auditor's File No.:	G 633206 and G 648108
Apartment No.:	6906
Percentage:	4.9734

FILED FOR RECORD
CLARK CO. WASH
CHICAGO TITLE INS CO
MAR 30 10 40 AM '75

0203

AUDITOR
ELIZABETH A. LUCE

EXHIBIT A
PAGE 2