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3/9/2005



200503090073  
Skagit County Auditor

3/9/2005 Page 1 of 11 3:04PM

COVER SHEET (For Multiple Documents)

RETURN TO:

Ken Evans  
506 Main Street  
Mount Vernon WA 98273

DOCUMENT TITLE(S) (list all titles contained in document);

1. Decree of Dissolution 2.

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

1. 2.

[ ] ADDITIONAL REFERENCE NUMBERS ON PAGE \_\_\_\_ OF DOCUMENT.

GRANTOR(S) (Last name, first name and initials):

1. Joseph Richard Bee 1.  
2. 2.  
3. 3.  
4. 4.

[ ] ADDITIONAL NAMES ON PAGE \_\_\_\_ OF DOCUMENT.

GRANTEE(S) (Last name, first name and initials):

1. Diane Lynch Bee 1.  
2. 2.  
3. 3.  
4. 4.

[ ] ADDITIONAL NAMES ON PAGE \_\_\_\_ OF DOCUMENT.

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range):

Lot 9 Block 80 second addition to Sedro  
also Lot 12 Block 11 Replat of Junction Addition  
and vacated alley adjacent to Lot 9 Block 80  
ADDITIONAL LEGAL(S) ON PAGE 8 OF DOCUMENT.

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

P 76637

[ ] TAX PARCEL NUMBER(S) FOR ADDITIONAL LEGAL(S) ON PAGE \_\_\_\_ OF DOCUMENT.

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**SUPERIOR COURT OF WASHINGTON  
COUNTY OF SKAGIT**

**In re the Marriage of:**

**DIANE LYNCH BEE**

**NO. 02 3 00216 8**

*Petitioner,*

**DECREE OF DISSOLUTION (DCD)**

**and**

**JOSEPH RICHARD BEE**

*Respondent.*

**I. JUDGMENT/ORDER SUMMARIES**

**1.1 RESTRAINING ORDER SUMMARY:**

*Does not apply.*

**1.2 REAL PROPERTY JUDGMENT SUMMARY:**

*Does not apply.*

**1.3 MONEY JUDGMENT SUMMARY:**

*Does not apply.*

**END OF SUMMARIES**

**II. BASIS**

**Findings of Fact and Conclusions of Law have been entered in this case.**

**DECREE (DCD) (DCLSP) (DCINMG) - Page 1 of 4  
WPF DR 04.0400 (6/2004) - RCW 26.09.030; .040; .070 (3)**

**KENNETH J. EVANS**  
Attorney at Law  
506 Main Street  
Vernon, WA 98273  
60-419-9191



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III. DECREE

IT IS DECREED that:

3.1 STATUS OF THE MARRIAGE.

The marriage of the parties is dissolved.

3.2 PROPERTY TO BE AWARDED THE HUSBAND.

The husband is awarded as his separate property the property set forth in Exhibit H. This exhibit is attached or filed and incorporated by reference as part of this decree.

3.3 PROPERTY TO BE AWARDED TO THE WIFE.

The wife is awarded as her separate property the property set forth in Exhibit W. This exhibit is attached or filed and incorporated by reference as part of this decree.

3.4 LIABILITIES TO BE PAID BY THE HUSBAND.

The husband shall pay the community or separate liabilities set forth in Exhibit H. This exhibit is attached or filed and incorporated by reference as part of this decree.

Unless otherwise provided herein, the husband shall pay all liabilities incurred by him since the date of separation.

3.5 LIABILITIES TO BE PAID BY THE WIFE.

The wife shall pay the community or separate liabilities set forth in Exhibit W. This exhibit is attached or filed and incorporated by reference as part of this decree.

Unless otherwise provided herein, the wife shall pay all liabilities incurred by her since the date of separation.

3.6 HOLD HARMLESS PROVISION.

Each party shall hold the other party harmless from any collection action relating to separate or community liabilities set forth above, including reasonable attorney's fees and costs incurred in defending against any attempts to collect an obligation of the other party.

3.7 SPOUSAL MAINTENANCE.

Maintenance shall be paid as follows:

Maintenance should terminate earlier on the death or remarriage of the wife.

DECREE (DCD) (DCLSP) (DCINMG) - Page 2 of 4  
WPF DR 04.0400 (6/2004) - RCW 26.09.030; .040; .070 (3)

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*To the extent not covered by wife's wage*

Maintenance should survive the death of the husband and be a lien against his estate. The husband shall name Diane Bee and <sup>may be amended</sup> his term life insurance policies in a sufficient amount to insure the maintenance obligation. Copies of the insurance policy and the designation of Diane Bee as a survivor shall be sent to her on an annual basis. This maintenance obligation is conditioned on Dr. Bee signing a five-year triple net lease with a monthly rental of \$3,000 on the building awarded to Diane Bee, which he now occupies. If said lease is executed and payments there on timely, maintenance shall be paid as follows:

*(BZ) GR*

Commencing January 1, 2005 and ending December 31, 2007, Dr. Bee shall pay \$2,651 per month payable on the 1st of each month. However, if wife sells the building, maintenance shall be reduced to \$750 per month. If Diane Bee refinances the building during this period of time, the maintenance obligation shall be reduced dollar for dollar by the amount of reduction in the monthly payment on the building which is currently \$2,651. For example, if the monthly payment is \$1,200, Dr. Bee's maintenance obligation would be reduced to \$1,200 per month.

Commencing January 1, 2008 and ending on December 31, 2009, if Dr. Bee still occupies the Murdock building, wife still owns the building, and husband is paying rent on a timely basis, there shall be no maintenance obligation owed by husband to wife. In the event wife no longer owns the building, husband shall pay \$750 per month.

Commencing January 1, 2010 and ending on December 31, 2014, husband shall pay maintenance in the amount of \$750 per month.

**3.8 CONTINUING RESTRAINING ORDER.**  
Does not apply.

**3.9 JURISDICTION OVER THE CHILDREN.**  
Does not apply because there are no dependent children.

**3.10 PARENTING PLAN.**  
Does not apply.

**3.11 CHILD SUPPORT.**  
Does not apply.

**3.12 ATTORNEY'S FEES, OTHER PROFESSIONAL FEES AND COSTS.**  
Does not apply.

DECREE (DCD) (DCLSP) (DCINMG) - Page 3 of 4  
WPF DR 04.0400 (6/2004) - RCW 26.09.030; .040; .070 (3)

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Mount Vernon, WA 98273



1 3.13 NAME CHANGES.

2 Does not apply.

3 3.14 OTHER.

*The husband shall get the interest deduction on the house payment.*

4 The residence at Sunrise Place is for sale. Commencing January 1, 2005, the parties  
5 shall split (50/50) the monthly payment on the residence until it sells. If the residence  
6 does sell within six months, either party may apply to the court for additional relief to  
7 effectuate a sale. Dr. Bee shall make the monthly payment on the Sunrise place and  
8 may reduce his maintenance payment by one-half of the monthly payment on the  
9 Sunrise house.

*The husband shall have the right of first refusal to purchase the residence building if the wife sells it while the husband is leaving the building. The lease shall be personal and not binding of the building. The triple net lease should be reviewed subject to court review.*

11 Dated: Dec 27-2004

*[Signature]*  
Judge/Commissioner

12 Presented by:

Approved for entry:  
Notice for presentation waived:

*[Signature]*

*[Signature]*

15 Kenneth J. Evans  
16 W.S.B.A. #5611  
Attorney for Petitioner

G. Brian Paxton  
W.S.B.A. #11293  
Attorney for Respondent

KENNETH J. EVANS  
Attorney at Law



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BEE DISSOLUTION

Skagit County Cause No. 02 3 00216 8

EXHIBIT W

PROPERTY AWARDED TO WIFE

The wife is awarded the following property, subject to any indebtedness thereon:

1. The first \$35,000 of proceeds from the sale of the residence at 21291 Sunrise Place, Mount Vernon, WA 98273, legally described on attached Ex. A.
2. The Vision Center building at 825 Murdock Street, Sedro-Woolley, WA 98284, legally described on attached Ex. B - \$122,353.
3. Her Teacher's Retirement Deferred Compensation (\$5,700) and Defined Benefit Package (\$16,770) as well as any and all other retirement benefits and social security rights accrued through her employment.
4. The 1998 Ford Explorer - \$10,000.
5. All household goods and furnishings now in her possession - \$4,000.
6. Any and all insurance policies on her life, including the right to designate a beneficiary.
7. Any and all checking accounts and savings accounts held in the wife's name which were testified about at trial.

SEPARATE DEBTS TO BE PAID BY WIFE

The wife shall pay the following indebtedness:

1. Any and all debts incurred by her since the date of separation, March 3, 2002, including her Sallie Mae student loan of approximately \$16,400 and her Alaska Airlines Visa card of approximately \$8,800.

\_\_\_\_\_  
Wife's Initials

\_\_\_\_\_  
Husband's Initials



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Skagit County Auditor

**BEE DISSOLUTION**

Skagit County Cause No. 02 3 00216 8

**EXHIBIT H**

**PROPERTY AWARDED TO HUSBAND**

The husband is awarded the following property, subject to any indebtedness thereon:

1. After Diane Bee receives the first \$35,000 in proceeds from the sale of the family home located at 21291 Sunrise Place, Mount Vernon, WA 98273, legally described on attached Ex. A, he shall receive the remainder of the funds if there are any funds. If the net proceeds are less than \$35,000, Diane Bee shall receive all of those proceeds and Dr. Bee shall receive nothing. If he receives any proceeds above \$35,000, he may use those proceeds to pay the two bills for repairs done to the residence after the parties separated.
2. His optometric practice, including all equipment, accounts receivable, good will or any other asset associated with said practice - \$193,000.
3. The American Express IRA - \$1,628.
4. The 1985 Corvette - \$4,000.
5. Seaswirl boat - \$3,500.
6. Investor's Life - cash surrender value \$3,739.
7. Any and all guns and household goods and furnishings in his possession - \$12,000.
8. Any and all social security rights accrued through his employment.
9. Any and all checking accounts and savings accounts held in the husband's name which were testified about at trial.

**COMMUNITY DEBTS TO BE PAID BY HUSBAND**

The husband shall pay the following indebtedness:

\_\_\_\_\_  
Wife's Initials

\_\_\_\_\_  
Husband's Initials



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1. The Sallie Mae student loan for Stephanie's education - \$42,150.
2. Capital One account - \$6,617.
3. MBNA Visa - \$2,504.

SEPARATE DEBTS TO BE PAID BY HUSBAND

1. Any and all debts incurred by him since separation, March 3, 2002, including increases in the Capital One and MBNA Visa accounts, and any and all obligations for wedding costs.

\_\_\_\_\_  
Wife's Initials

\_\_\_\_\_  
Husband's Initials



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Skagit County Auditor

EXHIBIT "A"

Lot 15, SUNRISE RIDGE, according to the plat thereof recorded in Volume 14 of Plats, pages 61 and 62, records of Skagit County, Washington;

EXCEPT that portion of said Lot 15 described as follows:

Beginning at the southwest corner of said Lot 15;  
thence North  $00^{\circ}33'57''$  East 22.45 feet along the West line of said Lot 15;  
thence South  $25^{\circ}39'19''$  East 19.03 feet to the southerly line of said Lot 15,  
said point also being a point on a curve;  
thence Southwesterly along the arc of said curve to the left having a radius  
of 45.00 feet and an initial tangent bearing of South  $64^{\circ}20'41''$  West, through  
a central angle of  $12^{\circ}43'57''$ , an arc distance of 10.00 feet to the point of  
beginning.

Situated in Skagit County, Washington.

Ex. A



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**Lot 9, Block 80, "SECOND ADDITION TO SEDRO", as per plat recorded in Volume 3 of Plats, Page 54, Records of Skagit County, Washington**

**ALSO, Lot 12, Block 11, "REPLAT OF THE JUNCTION ADDITION TO SEDRO", as per plat recorded in Volume 3 of Plats, page 48, Records of Skagit County Washington.**

**TOGETHER With the vacated alley adjacent to Lot 9, Block 80 of said "SECOND ADDITION TO SEDRO".**

**Situated in Skagit County, Washington.**

**EX. B**



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UNOFFICIAL DOCUMENT

State of Washington, } ss.  
County of Skagit }

I, Nancy K. Scott, County Clerk of Skagit County and ex-officio Clerk of the Superior Court of the State of Washington, for the County of Skagit, do hereby certify that the foregoing instrument is a true and correct copy of the original consisting of 1 pages, not on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at my office at Mount Vernon this 11 day of March, 2005. Nancy K. Scott, County Clerk.

By Nancy K. Scott  
Deputy Clerk



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