

115890

WRITTEN SEPARATION AND  
PROPERTY SETTLEMENT AGREEMENT

BOOK 134 PAGE 338

THIS AGREEMENT, made and entered into this 29 day of March, by and between Laura L. Madison (wife) and Robert D. Madison (husband), pursuant to R.C.W. 26.09.070.

In consideration of the mutual promises, agreements and covenants herein contained and in consideration of the desire of the parties to resolve their respective claims to community and separate property and to reach an equitable settlement of their property rights and obligations and other matters related to their marital estate, and in further consideration of the mutual benefits to be derived from this agreement, it is agreed as follows:

1. The parties separated on the 18 day of January, 1993.
2. The wife is ~~is~~ not pregnant. There are ~~are~~ no children of this marriage and their names, ages and birth dates are as follows:

FILED FOR RECORD  
SKAMANIA CO. WASH.  
Laura Madison

MAR 31 9 69 AM '93

O. Lowry

GARY H. OLSON

Registered	
Indexed, Dir	p
Indirect	p
Filed	
Noted	

There are ~~are~~ no children born to a party prior to this marriage who are dependent upon a party, and their names, ages, birth dates and the person they are dependent upon are as follows:

3. The residential parenting of the dependent children of this marriage shall be as outlined in the attached or filed parenting plan, which further allocates decision-making with regard to the children and sets out a procedure to follow in the event disputes arise, and is incorporated in this agreement as if fully set forth herein. N/A

4. Child support for the minor child(ren) of this marriage shall be paid as follows:

(A) \_\_\_\_\_ should pay child support in the sum of \$ \_\_\_\_\_ per month for each minor child of the parties, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and payable on the \_\_\_\_\_ day of each month, to Washington State Support Registry directly to \_\_\_\_\_, until each child shall reach the age of eighteen (18) years, or graduates from high school, whichever is later.

The Court \_\_\_\_\_ should \_\_\_\_\_ should not require automatic periodic adjustments or modifications of child support, as follows:

The Court \_\_\_\_\_ should \_\_\_\_\_ should not retain jurisdiction to determine support for post-secondary education or training.

(B) \_\_\_\_\_ should pay day care expenses not included in paragraph A above in the amount of \$ \_\_\_\_\_, or \_\_\_\_\_ % of day care, at the same time and in the same manner as the support payment so long as day care is being provided by a third party provider.

(C) Health care expenses in excess of \$ \_\_\_\_\_ (5% of the annual basic child support obligation) shall be paid \_\_\_\_\_ % by Petitioner and \_\_\_\_\_ % by Respondent.

(D) Both parties, Petitioner \_\_\_\_\_ Respondent \_\_\_\_\_ shall maintain any health insurance coverage for the minor child(ren) herein if coverage can be extended to cover child(ren) is or becomes available to that parent through employment or is union related. (This provision is mandatory if the cost of such coverage does not exceed 25% of the obligated parent's basic child support obligations, and discretionary where the premium is greater than 25%). A parent who is required under this agreement to provide health insurance coverage is liable for any covered health care costs for which that parent receives direct payment for an insurer. A parent who is required under this agreement to provide health insurance coverage shall provide proof of such coverage within twenty (20) days of the entry of a court order or within twenty (20) days of the date such coverage become available to \_\_\_\_\_ the Physical Custodian; or \_\_\_\_\_ the Washington State Support Registry if the parent has been notified or ordered to make payments to the Washington State Support Registry.

(E) The support level for the dependent child(ren) is based upon the net after tax monthly income the parties as follows: Petitioner \$ \_\_\_\_\_; Respondent \$ \_\_\_\_\_. The standard calculation from the statutory/court economic table is \$ \_\_\_\_\_, and the reason for any deviation therefrom is:

(F) Other costs of special needs, and payment arrangements, are:

(G) \_\_\_\_\_ should be award the child(ren) as federal tax exemption(s).

(H) The parent receiving support may be required to show that child support is actually being spent to benefit a child. (This provision is provided by law).

5. Robert D. Madison should pay the sum of \$ 400.00 per month to Laura L. Madison as and for spousal maintenance, commencing on the 10 day of June 1993, and payable on the 10th day of each month thereafter, until the 10th day of June 1996 or until Laura L. Madison shall die or remarry, whichever shall earlier occur.

Said payments shall be made to:

(i) ☒ Petitioner; \_\_\_\_\_ Respondent

(ii) \_\_\_\_\_ Clerk of the Court as trustee for transmittal to the other party.

6. The real property legally described as: None

is to be sold immediately at a price agreeable to the parties and the proceeds equitably divided between the parties after expenses of sale and adjustments: awarded to

7. The personal property of the parties shall be divided as follows:

To wife:

1991 Explorer, household items, furniture, and other personal effects. Also, all that she has in her possession.

To husband:

1980 Ford 4 x 4 Pickup, furniture, hunting equipment, household items, and other personal effects. Also, all that he has in his possession.

All other unlisted personal possessions shall be equitably divided between the partiesxx awarded to  
Laura L. Madison

8. The debts of the parties shall be divided as follows:

To wife:

First Interstate Bank,  
Seafirst Bank Card,  
One-Stop Home Furnishings,  
All other personal debts incurred by her.

To husband:

CitiBank Mastercharge,  
U.S. Bank of Oregon,  
B.P. Oil Company,  
B.P. America  
Dr. Nevin,  
All other personal debts incurred by him.

The parties agree to hold each other harmless as to the debts divided herein.

All other unlisted debts, if any have inadvertently been omitted, shall be equitably divided between the parties x paid by Robert D. Madison

9. This agreement shall operate as a conveyance by husband to wife and by wife to husband of the enumerated items herein. The purpose of this paragraph is to make it clear that the separate and community property of the parties has been reclassified by them by this agreement, into the separate property of each.

10. Each party shall be required to pay any and all separate obligations incurred by that party after the date of separation, and all earnings or property acquired by each after date of separation shall be the separate property of the party acquiring the earnings or property.

11. Unless otherwise provided herein, each party shall receive any and all employment or retirement benefits of any kind and nature acquired through that party's employment at any time and place, including social security benefits.

12. Life insurance on the life of \_\_\_\_\_, insured, in the amount of \$ \_\_\_\_\_, naming \_\_\_\_\_ as beneficiary, shall be kept in full force and effect by such insured and such policy shall not be changed or allowed to expire without the written consent of the parties. No cash value or benefit or beneficiary therein shall be withdrawn or changed without the written consent of the parties.

XX There is no life insurance on a party subject to this agreement, or it is not subject to restriction.

13. The costs and fees of this action shall be paid by \_\_\_\_\_.

14. This agreement is to be construed according to the laws of the State of Washington.

15. In the event of litigation to enforce any of the terms, provisions or conditions of this agreement, whether in an action relating to dissolution (including post-decree proceedings) or in a separate proceeding, the prevailing party may be awarded reasonable attorney's fees.

16. The parties agree to file a ☒ joint income tax return ☐ separate returns for the year and years preceding and following date of this agreement unless a decree dissolving the marriage is later granted. Any refund from or assessment of tax upon the parties shall be ☐ paid separately ☒ equitably paid jointly. N/A shall be entitled to claim income tax deductions for the children of this marriage in the event of separate returns.

17. Each party hereby forever waives, releases and quit-claims to the other, all rights to homestead, inheritance, administer on the estate of the other party, and all other property rights and claims which he or she now has or may hereafter have as husband, wife, widow, or widower or otherwise by reason of the marital relationship now existing between the parties. Each party expressly agrees that in the event the other party shall become deceased prior to legal termination of their marriage by court proceedings, he or she shall not claim an award of homestead, or any other widower's or widow's allowance, except from funds which he or she would otherwise have received by devise, nor shall the surviving party receive an intestate share from the deceased party's estate. For the purposes of intestate succession, the deceased party shall be deemed to have died without a surviving spouse.

18. The parties have discussed this agreement between themselves and any advisors each of them may have wished to consult. Both parties are aware that this agreement constitutes a legal obligation, binding upon them and third parties. The parties have satisfied themselves that this agreement is fair. Each party agrees that full disclosure has been made by the other party.

19. This agreement is binding upon the respective personal representatives and assigns of the parties hereto. If a dissolution is later granted, it is the desire of each party that this agreement be confirmed by the court as and for a settlement between the parties of their property and marital rights and be embodied in the Decree of Dissolution. It is further agreed that both parties will sign any and all papers, deeds, applications, agreements, waivers or relinquishments of interest necessary to carry out the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto execute this agreement, in duplicate, this 30 day of May, 1993.

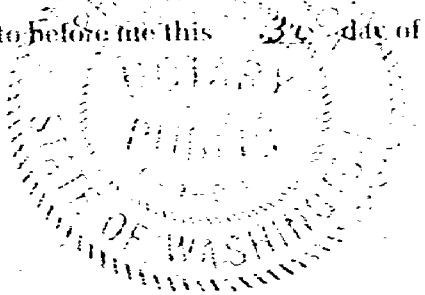
Laura L. Madson  
Wife  
Robert R. Madson  
Husband

STATE OF WASHINGTON.

COUNTY OF Skamania CLARK

On this day personally appeared before me Robert D MADISON to  
me known to be the individual described in and who executed the within and foregoing instrument and the  
attached parenting plan (if appropriate) and acknowledged that he signed the same as his free and  
voluntary act and deed for the uses and purposes therein mentioned.

Signed and sworn to before me this 30 day of March 1993



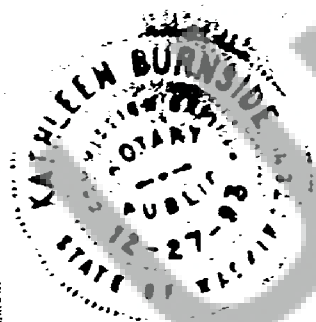
Shelly Black  
Notary Public in and for the State of Washington  
My appointment expires: 6-1-94

STATE OF WASHINGTON.

COUNTY OF Skamania Clark

On this day personally appeared before me Laura L Madison to  
me known to be the individual described in and who executed the within and foregoing instrument and the  
attached parenting plan (if appropriate) and acknowledged that She signed the same as her free and  
voluntary act and deed for the uses and purposes therein mentioned.

Signed and sworn to before me this 30th day of March 1993



Kathleen Burnside  
Notary Public in and for the State of Washington  
My appointment expires: 12-27-93