

116962

SEPARATION AGREEMENT

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR SKAMANIA COUNTY

In Re the Marriage of

Rachael Elizabeth Rodgers

Wife

Travis Lee Rodgers

Husband

No. \_\_\_\_\_  
Separation and Property  
Settlement Agreement

THIS AGREEMENT, made and entered into this 30<sup>th</sup> day of July, 1993,  
by and between Rachael Rodgers hereinafter called "wife," and Travis Rodgers  
hereinafter called "husband."

## WITNESSETH:

The parties are husband and wife and have been so since the 28th day of October,  
1989 when married at Husum Washington. The following is a list of all children  
born to this marriage: Justine Ann Rodgers, born July 7, 1990. No additional  
children are presently contemplated and the wife is not pregnant at this time.

In consequence of disputes and irreconcilable differences, the parties separated  
on July 28th 1993 and from that day forth have been living apart. In view of their  
intention to continue to live apart for the foreseeable future, they desire to settle  
their respective property rights and agree on provisions for division of their  
properties and liabilities and for support of the minor child, along with custody and  
visitation of that child.

NOW, THEREFORE, in consideration of the mutual promises and agreements  
contained in this instrument, the parties agree as follows:

1. Separation: The parties shall at all times after the date of July 28, 1993,  
continue to live separate and apart, free from interference from each other, and each  
party may reside at the place or places he or she may select.

## 2. Parenting Plan:

The agreed Parenting Plan WPFDR 01.0400 is attached.

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY Rachael Rodgers

AUG 11 12 44 PM '93

P. Lowry  
AUDITOR

GARY M. OLSON

Registered	<u>p</u>
Indexed, Dir	<u>p</u>
Indirect	<u>p</u>
Filmed	
Mailed	

3. Child Support

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Paying parent: Travis Rodgers  
P. O. Box 1427  
White Salmon, WA 98672

currently unemployed

Receiving parent: Rachael Rodgers

1516 12<sup>th</sup> St. S.W  
Puyallup, WA, 98671 (temporary)

currently on leave of absence from  
Skyline Hospital  
White Salmon, WA 98672

Amount per month \$100 per month per child. Date due on the 1st day of each month beginning August 1, 1993.

Child support shall terminate on: no date established

Paid to Rachael Rodgers

Travis Rodgers shall pay 50% of uninsured health care for the child; other parent shall pay the remainder.

The current total monthly day care expenses of the child are: -0-

Other costs or special needs none

Monthly income of Mother \$800.00\* Father \$1200.00 \*\*

\*While employed at Skyline Hospital. Now on leave of absence effective 7/27/93.

\*\*State settlement

Social Security Nos: Mother: 535-76-8119 Father: 533-76-4717

Name of Child and Social Security Number: Justine Ann Rodgers 536-21-7738

Both parents shall notify the Washington State Support Registry of any changes of address or employment, if child support is being paid through the Registry.

Both parents are ordered to maintain any health insurance on the minor child which is available through a present or future employer or other organization, provided that the employer or other organization pays part or all of the premium.

If a support payment as provided for is past due in an amount equal to or greater than the support payable for one month, a notice requiring mandatory payroll deduction may be issued, or other income withholding action under Chapter 26.18 RCW or Chapter RCW 74.20A may be taken, without further notice to the parent obligated to pay support.

The receiving parent may be required to submit an accounting of how the support is being spent to benefit the child.

4. Income Tax Exemption: Husband shall be allowed to claim \_\_\_\_\_ as an exemption on his annual income tax return and for the purpose of any applicable tax credits, so long as he is making child support payments under the terms of this Agreement. Wife shall be allowed to claim Justin Rodgers as an exemption on her annual income tax return and for the purposes of any applicable tax credits. Each parent will execute all documents necessary to carry out this provision.

5. Division of Personal Property: Husband and wife mutually agree that all of the following property will be the sole property of the husband, upon which the wife shall have no claim whatsoever from the date of this agreement:

Furniture now located in home in which wife and child are continuing to reside, together with a camper, 1970 Ford pickup, and J-2000 station wagon, and all household goods, personal effects and other personal property now in the possession or custody or under the control of husband.

Husband and wife mutually agree that all of the following property will be the sole property of the wife, upon which the husband shall have no claim whatsoever from the date of this agreement:

All personal effects and child's belongings and a 1984 Blazer.

6. Division of Real Property: no real property

7. Payment of Debts and other Obligations: Husband hereby agrees to continue to pay, and hold the wife harmless from any liability thereon, the following described debts and obligations:

<u>Creditor</u>	<u>Approximate Balance</u>
Visa Card	\$1,900.00
Associates	5,000.00

Wife hereby agrees to continue to pay, and hold the husband harmless from any liability thereon, the following obligations:

<u>Creditor</u>	<u>Approximate Balance</u>
SearsCard	\$2,000.00

8. Payment of Obligations After Date of Execution of this Agreement: The parties hereto agree that all obligations incurred by husband or wife after the date of the execution of this agreement shall be his or her separation obligation, and he or she will pay in full, when due, all such obligations and shall hold the other party harmless in event of any liability resulting therefrom.

9. Insurance Policies: Husband and wife mutually agree that any and all interest and incidents of ownership of any policies of life insurance shall be awarded to the party whose life is insured and that the party shall be responsible for making all premium payments thereon.

10. 1993-Income Tax Refund: The parties hereto agree that any tax refund resulting from payment of 1993 Federal Income Taxes shall be divided equally between husband and wife.

11. Income Tax Returns: It is understood and agreed that husband and wife may file a joint income tax return for any year for which the law authorizes it and which may be affected by this agreement; and each party fully agrees to cooperate in the preparation and execution of any such joint income tax returns.

12. Pensions, Retirement Pay, Etc: Each of the parties has or may acquire in the future, through membership in labor unions, trade associations, fraternal organizations, or other organizations of similar type or through his or her employment, life insurance, accident insurance or health insurance on his or her life, and has or may acquire investments in retirement plans, disability insurance plans, and pension or social security rights. The parties agree that any said insurance or rights shall be the sole property of the party through whose membership or employment the same has been or will be acquired.

13. Representations: The parties represent to each other:

- A. Each has made a full disclosure to the other of his or her current financial condition;
- B. Each party understands and agrees that this agreement constitutes the entire contract of the parties. It supersedes all prior understandings or agreements between the parties upon the subject matters covered in this agreement.
- C. The parties agree that this Separation and Property Settlement Agreement is fair and equitable at the time of its execution.

14. Dissolution of Marriage: The parties hereto acknowledge that wife has filed an action in the Superior Court of Skamania County under Cause No. \_\_\_\_\_ for the dissolution of the marriage of the parties, and each of the parties to this agreement agrees that he or she will make no prayer for any division of property, support or maintenance inconsistent with any of the terms of this agreement, and the other party shall not contest any terms of said dissolution of marriage which is consistent with this agreement.

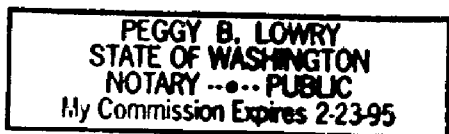
Rachael Elizabeth Rodgers  
Rachael Elizabeth Rodgers

Travis Lee Rodgers  
Travis Lee Rodgers

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SKAMANIA )

On this day personally appeared before me Rachael Elizabeth Rodgers to me known to be the individual described in and who executed the foregoing Separation and Property Settlement Agreement, 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 5th day of August, 1993.

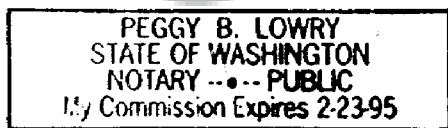


Peggy B. Lowry  
Notary Public in and for the State of  
Washington, residing at Curson

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SKAMANIA )

On this day personally appeared before me Travis Lee Rodgers to me known to be the individual described in and who executed the foregoing Separation and Property Settlement Agreement, 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 3rd day of August, 1993.



Peggy B. Lowry  
Notary Public in and for the State of  
Washington, residing at Curson



SUPERIOR COURT OF WASHINGTON  
COUNTY OF SKAMANIA

In Re the Marriage of:

Rachael Elizabeth Rodgers, Petitioner  
and

Travis Lee Rodgers, Respondent.

) NO.  
) Parenting Plan  
) ☒ Proposed (PP)  
) ☐ Temporary (PPT)  
) ☐ Final Order (PP)

## I. GENERAL INFORMATION

1.1 This parenting plan is:

☐ the final parenting plan ordered by the court.☐ a temporary parenting plan.☒ proposed by Rachael + Travis Rodgers  
Name(s)

1.2 This parenting plan applies to the following child:

Name	Birthdate
Justine Ann Rodgers	July 7, 1990

## II. BASIS FOR RESTRICTIONS

2.1 Parental Conduct

☒ Does not apply

2.2 Other Factors

☒ Does not apply

## III. RESIDENTIAL SCHEDULE

These provisions set forth where the child shall reside each day of the year and what contact the child shall have with each parent.

3.1 Schedule for Holidays

Holidays will be spent with the father.

For the purposes of this parenting plan, a holiday shall begin and end as follows (set forth times): we will decide jointly.

**3.2 Pre-school Schedule**

The child is not enrolled in pre-school.

**3.3 School Schedule**

The child is not enrolled in school.

**3.4 Schedule for Winter Vacation**

Not applicable since child is not enrolled in school.

**3.5 Schedule for Spring Vacation**

Not applicable since child is not enrolled in school.

**3.6 Summer Schedule**

Not applicable since child is not enrolled in school.

**3.7 Vacation with Parents**

- ☒ Does not apply.  
☐ The schedule for vacation with parents is as follows:

**3.8 Schedule for Special Occasions**

The residential schedule for the child for the following special occasions (i.e., birthdays) is as follows: will be decided jointly.

**3.9 Priorities Under the Residential Schedule**

☒ Does not apply.

☐ For purposes of this parenting plan the following days shall have priority:

**3.10 Restrictions**

☒ Does not apply.

☐ The following restrictions shall apply when the child spends time with the ☐ mother ☐ father (see paragraph 2.1):

**3.11 Transportation Arrangements**

Transportation arrangements for the child, other than costs, between parents shall be as follows: *will be decided jointly.*

**3.12 Designation of Custodian**

The child named in this parenting plan is scheduled to reside the majority of the time with the ☒ mother ☐ father. This parent is designated the custodian of the child solely for purposes of all other state and federal statutes which require a designation or determination of custody. This designation shall not affect either parent's rights and responsibilities under this parenting plan.

**3.13 Other**



**3.9 Priorities Under the Residential Schedule**

☒ Does not apply.

☐ For purposes of this parenting plan the following days shall have priority:

**3.10 Restrictions**

☒ Does not apply.

☐ The following restrictions shall apply when the child spends time with the ☐ mother ☐ father (see paragraph 2.1):

**3.11 Transportation Arrangements**

Transportation arrangements for the child, other than costs, between parents shall be as follows: *will be decided jointly.*

**3.12 Designation of Custodian**

The child named in this parenting plan is scheduled to reside the majority of the time with the ☒ mother ☐ father. This parent is designated the custodian of the child solely for purposes of all other state and federal statutes which require a designation or determination of custody. This designation shall not affect either parent's rights and responsibilities under this parenting plan.

**3.13 Other:**

## IV. DECISION MAKING

4.1 Each parent shall make decisions regarding the day-to-day care and control of each child while the child is residing with that parent, except as provided below.

4.2 Decisions regarding each child shall be made as follows:

Education decisions	<input type="checkbox"/> mother	<input type="checkbox"/> father	<input checked="" type="checkbox"/> joint
Non-emergency health care	<input checked="" type="checkbox"/> mother	<input type="checkbox"/> father	<input type="checkbox"/> joint
Religious upbringing	<input checked="" type="checkbox"/> mother	<input type="checkbox"/> father	<input type="checkbox"/> joint
_____	<input type="checkbox"/> mother	<input type="checkbox"/> father	<input type="checkbox"/> joint
_____	<input type="checkbox"/> mother	<input type="checkbox"/> father	<input type="checkbox"/> joint
_____	<input type="checkbox"/> mother	<input type="checkbox"/> father	<input type="checkbox"/> joint

4.3 Restrictions.

☒ Does not apply

## V. DISPUTE RESOLUTION

☐ No dispute resolution process, except court action, shall be ordered, because ☐ a limiting factor under RCW 26.09.191 applies or ☐ one parent is unable to afford the cost of the proposed dispute resolution process.

☒ Disputes between the parties shall be submitted to (list person or agency):  
☒ Counseling by Larry Thayer, or  
☐ mediation by \_\_\_\_\_, or  
☐ arbitration by \_\_\_\_\_.

The cost of this process shall be allocated between the parties as follows:

☒ 50 % mother 50 % father  
☐ based on each party's proportional share of income from line 6 of the child support worksheets.  
☐ as determined in the dispute resolution process.

The counseling, mediation or arbitration process shall be commenced by notifying the other party by ☐ written request ☐ certified mail ☒ other.

In the dispute resolution process:

(a) Preference shall be given to carrying out this Parenting Plan.

- (b) Unless an emergency exists, the parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support.
- (c) A written record shall be prepared of any agreement reached in counseling or mediation and of each arbitration award and shall be provided to each party.
- (d) If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court shall award attorneys' fees and financial sanctions to the other parent.
- (e) The parties have the right of review from the dispute resolution process to the superior court.

#### VI. OTHER PROVISIONS

- ☐ There are no other provisions.
- ☒ There are the following other provisions:

Justine Ann Rodgers will live with mother in Puyallup, Washington. Holidays will be spent with father. Justine will visit father every weekend or as often as father likes. Any decisions for Justine's well-being will be decided jointly.

#### VII. DECLARATION

I declare under penalty of perjury under the laws of the State of Washington that this plan has been proposed in good faith and that the statements in Part II of this Plan are true and correct.

<u>Rachael Elizabeth Rodgers</u>	<u>8-3-93</u>
Mother	Date and Place of Signature
<u>James Rodgers</u>	<u>8-3-93</u>
Father	Date and Place of Signature

VIII. ORDER BY THE COURT

**WARNING:** Violation of residential provisions of this order with actual knowledge of its terms is punishable by contempt of court and may be a criminal offense under RCW 9A.40.070(2). Violation of this order may subject a violator to arrest.

When mutual decision making is designated but cannot be achieved, the parties shall make a good faith effort to resolve the issue through the dispute resolution process.

If a parent fails to comply with a provision of this plan, the other parent's obligations under the plan are not affected.

The parenting plan set forth above is adopted and approved as an order of this court.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge/Commissioner

Presented by: \_\_\_\_\_

Approved for entry: \_\_\_\_\_

\_\_\_\_\_  
Signature and Washington State Bar  
Number, if applicable

\_\_\_\_\_  
Signature and Washington State Bar  
Number, if applicable