

AFTER RECORDING RETURN TO:
MARGARET MADISON PHELAN P.S.
Attorneys at Law
502 E McLoughlin Blvd
Vancouver WA 98663-3357
360 696-2069 [fax 360 696-0515]

DOCUMENT TITLE: DURABLE POWER OF ATTORNEY OF JUNE L. LAWTON


REFERENCE NUMBER(S): N/A

GRANTOR(S): JUNE L. LAWTON

GRANTEE(S): MEGAN ESCH nka MEGAN N. LAWTON (Agent)

LEGAL DESCRIPTION [abbreviated form]: N/A

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: N/A



Signature of Attorney for Requesting Party
Karen L. Webber WSBA # 34884

JUNE L. LAWTON

INDIVIDUAL GENERAL DURABLE POWER OF ATTORNEY

THE UNDERSIGNED INDIVIDUAL, domiciled and residing in the state of Washington, designates the following-named person(s) as attorney-in-fact to act for the undersigned as the principal who may hereafter become incapacitated.

1. **Designations.** RICHARD A. LAWTON is designated as attorney-in-fact for the principal. If for any reason RICHARD A. LAWTON is unable or unwilling to act as attorney-in-fact, MEGAN ESCH is designated as alternate attorney-in-fact for the principal.

2. **Nomination of Guardian of Estate.** Said attorney-in-fact is hereby nominated guardian of the estate if protective proceedings for the principal are hereafter commenced.

3. **Powers.** The attorney-in-fact, as fiduciary, shall have all powers of an absolute owner over the assets and liabilities of the principal, whether located within or without the state of Washington and power to contract for the principal. In addition to the powers listed above, the attorney-in-fact shall have the power:

(a) **Management.** To take possession of, manage, administer, operate, maintain, improve and control all property, real and personal; to insure and keep the same insured; and to pay any and all taxes, charges and assessments that may be levied or imposed upon any thereof.

(b) **Collections.** To collect and receive any money, property, debts or claims whatsoever, now or hereafter due, owing and payable or belonging to the principal; and to forgive debts; and to give receipts, acquittance or other sufficient discharges for any of the same.

(c) **Checks and Notes.** To sign, endorse, sell, discount, deliver and/or deposit checks, drafts, notes and negotiable or nonnegotiable instruments, including any payments to the principal drawn on the Treasury of the United States or the state of Washington or any other state or governmental entity, and to accept drafts.

(d) **Investments.** To retain any property in the hands of the attorney-in-fact in the form in which it was received; and to make investments and changes of investments in such

securities, including common and preferred stocks of corporations or other property, real or personal, as the principal's attorney-in-fact may deem prudent.

(e) **Debts.** To pay debts and other obligations.

(f) **Litigation.** To sue upon, defend, compromise, submit to arbitration or adjust any controversies in which the principal may be interested; and to act in the principal's name in any complaints, proceedings or suits with all the powers principal would possess if personally present and under no legal disability.

(g) **Acquisition.** To bargain for, buy and deal in real and personal property and goods of every description.

(h) **Specific Real Property Rights.** To exercise the principal's rights with respect to all real property, including, but not limited to, the right to hold, manage, lease, develop, subdivide, sell and encumber real property owned by the principal.

(i) **Disposition.** To sell, convey, grant, exchange, transfer, option, convert, mortgage, convey deed of trust, pledge, consign, lease and otherwise dispose of any of the principal's property, whether real or personal, including, but not limited to, personal guarantees and unsecured borrowing on the principal's behalf.

(j) **Borrowing.** To advance or loan the attorney-in-fact's own funds on the principal's behalf; and to borrow any sums of money on such terms and at such rate of interest as the principal's attorney-in-fact may deem proper and to give security for the repayment of the same.

(k) **Agreements.** To make and deliver any deeds, conveyances, contracts, covenants and other instruments, undertakings or agreements, either orally or in writing, which the attorney-in-fact may deem proper.

(l) **Voting.** To appear and vote in person or by proxy at any corporate or other meeting.

(m) **Safe Deposit Box.** To have access to any safe deposit box which has been rented in the name of the principal or in the names of the principal and any other person or persons.

(n) **Withdrawal of Funds.** To withdraw any monies deposited with any bank, mutual savings bank, credit union, savings and loan association, mutual fund, money market account, investment advisor or broker in the name of the principal or in the names of the principal and any other person or persons and generally to do any business with any such financial institution or agency on behalf of the principal.

(o) **Tax Returns.** To sign and file all city, county, state, federal and other governmental or quasi-governmental tax returns or reports, including income, gift, sales, business, and property tax returns or reports of every kind whatsoever; to execute waivers, extension agreements, settlement agreements and closing agreements with respect to those returns and to appear for the principal, in person or by attorney, and to represent the principal before the United States Treasury Department or the Washington Department of Revenue or the taxing authority of any other state or governmental entity. This authority shall include the authority to execute IRS Form 2848 and any other power of attorney forms that will enable the attorney-in-fact to act on behalf of the principal with respect to federal and state tax matters.

(p) **Government Benefits.** To do and perform every act necessary or desirable and to serve as representative payee with respect to rights and entitlements from Social Security, Medicare and military service.

(q) **Treasury Bonds.** To purchase U.S. Treasury bonds or other instruments redeemable at par in payment of federal estate taxes.

(r) **Limited Partnerships.** To have the power to cause the principal to become a general and/or limited partner in a limited partnership and to transfer assets of the principal to such partnership in return for units in the limited partnership.

(s) **Trusts.** To create a trust on behalf of the principal, to amend any trust the principal is entitled to amend by its terms, to transfer property owned by the principal to any trust, whether or not created by the principal, and to make such withdrawals from the trust as the principal is entitled to make by the terms of the trust; provided, such creation, amendments, transfers and withdrawals may be made only if the principal's spouse is serving as attorney-in-fact and then only with the consent of MEGAN ESCH. The principal intends to grant the above-stated powers irrespective of any provision of Title 11 of the Revised Code of Washington (including, but not limited to, RCW 11.95.100 and 11.95.110) that would otherwise restrict the power of an attorney-in-fact in so acting in favor of such attorney-in-fact. The attorney-in-fact shall not breach any fiduciary

duty to the principal by reason of so acting (including in favor of such attorney-in-fact) or not acting in good faith.

(t) **Disclaim Property.** To disclaim property.

(u) **Community Property Agreements.** To alter, amend or revoke community property agreements executed by the principal.

(v) **Waiver of Statutory Rights.** To waive all statutory rights under Revised Code of Washington (RCW) Chapter 11.54, as it now stands or is hereafter amended, including, but not limited to, a waiver of homestead, rights in lieu of homestead, award in addition to the homestead, family allowance, and awards pursuant to RCW 11.54.

(w) **Beneficiary Designation.** To make, alter, amend or revoke the beneficiary designation, and make any other election with respect to any of the principal's life insurance policies, employee benefit plans, individual retirement accounts or similar assets; provided, such designation of, altering, amending or revoking shall only be made if the principal's spouse is serving as attorney-in-fact and then only with the consent of MEGAN ESCH. The principal intends to grant the above-stated powers irrespective of any provision of Title 11 of the Revised Code of Washington (including, but not limited to, RCW 11.95.100 and 11.95.110) that would otherwise restrict the power of an attorney-in-fact in so acting in favor of such attorney-in-fact. The attorney-in-fact shall not breach any fiduciary duty to the principal by reason of so acting (including in favor of such attorney-in-fact) or not acting in good faith.

(x) **Gifts.** To make gifts of property owned by the principal; provided, such gifts may be made only if the principal's spouse is serving as attorney-in-fact and then only with the consent of MEGAN ESCH. The principal intends to grant the above-stated power to make gifts irrespective of any provision of Title 11 of the Revised Code of Washington (including, but not limited to, RCW 11.95.100 and 11.95.110) that would otherwise restrict the power of an attorney-in-fact to make gifts to such attorney-in-fact. The attorney-in-fact shall not breach any fiduciary duty to the principal by reason of gifts made (including to such attorney-in-fact) or withheld in good faith.

(y) **Business Interests.** To continue as a going concern any business interest owned by the principal, either individually or as a co-partner.

(z) **Substitution and Delegation.** To appoint and substitute for said attorney-in-fact any attorneys-in-fact, nominees or attorneys to exercise any or all of the powers herein and to revoke their authority.

(aa) **General Authority.** To do and perform all and every act and thing necessary or desirable to conduct, manage and control all of principal's business and property, wheresoever situate, and whether now owned or hereafter acquired, as the principal's attorney-in-fact may deem for the principal's best interests and to execute and acknowledge any and all instruments necessary or proper to carry out the foregoing powers, hereby releasing all third persons from responsibility for the attorney-in-fact's acts and omissions and the principal empowers the attorney-in-fact to indemnify all such persons against loss, expense and liability.

(bb) **Change of Estate Plan.** The attorney-in-fact shall have the power to revoke or change any estate planning or testamentary document executed by the principal upon receiving court approval for such change or revocation, unless such revocation or change is authorized above. In which case, court approval is not needed.

4. **Purposes.** The attorney-in-fact shall have full powers to provide for the support, maintenance, emergencies and necessities for the incapacitated principal.

5. **Duration.** The durable power of attorney becomes effective as provided herein, notwithstanding any uncertainty as to whether the principal is dead or alive.

6. **Effectiveness.** This power of attorney shall become effective upon the incapacity of the principal. Incapacity shall include the inability of the principal to manage property and affairs effectively for reasons such as mental illness, mental deficiency, illness, chronic use of drugs, chronic intoxication, confinement by governmental authority, detention by a foreign power or disappearance. Incapacity may be evidenced by a written statement of a qualified physician regularly attending the principal and/or by other qualified persons with knowledge of any such confinement, detention or disappearance. Incapacity may be established by a finding of a court having jurisdiction over the incompetent principal. The term "incapacity" shall have that meaning as set forth in RCW 11.88.010, and shall include disability or incompetence as defined in the state of Washington or any other jurisdiction. In addition, this power of attorney shall become effective upon the written direction of the principal. Such written direction shall be signed and witnessed by two persons other than a named attorney-in-fact.

7. **Revocation.** This power of attorney may be revoked, suspended or terminated in writing by the principal with written notice to the designated attorney-in-fact. In addition, if this power of attorney has been recorded, the written instrument of revocation shall be recorded in the office of the recorder or auditor of any county in which the power of attorney is recorded.

8. **Termination.**

(a) **By Appointment of Guardian.** The appointment of a guardian of the estate of the principal vests in the guardian, with court approval, the power to revoke, suspend or terminate this power of attorney. The appointment of a guardian of the person only does not empower the guardian to revoke, suspend or terminate this power of attorney.

(b) **By Death of Principal.** The death of the principal shall be deemed to revoke this power of attorney upon actual knowledge or actual notice being received by the attorney-in-fact.

9. **Accounting.** The attorney-in-fact shall be required to account to any subsequently appointed personal representative.

10. **Reliance.** Any person dealing with the attorney-in-fact shall be entitled to rely upon this power of attorney so long as such person has received no actual knowledge or actual notice of any revocation, suspension or termination of the power of attorney by death or otherwise at the time of any act taken pursuant to this power of attorney. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs, devisees, legatees or personal representatives of the principal.

11. **Indemnity.** The estate of the principal shall hold harmless and indemnify the attorney-in-fact from all liability for acts done in good faith and not in fraud of the principal.

12. **Applicable Law.** The laws of the state of Washington, as amended, shall govern this power of attorney.

13. **Definition.** The term "attorney-in-fact" as used herein shall be deemed to mean "co-attorneys-in-fact" or "successor attorney-in-fact" when such are functioning as the attorney-in-fact appointed by this document.

14. Reimbursement. The attorney-in-fact shall be entitled to reimbursement for all reasonable costs and expenses incurred on the principal's behalf in exercising the powers granted herein.

15. Authorization. The principal hereby authorizes ELIZABETH A. PERRY and/or Landerholm, Memovich, Lansverk & Whitesides, P.S., to communicate with the principal's attorney-in-fact/health care representative/successor trustee at any time a concern is raised about the principal's capacity. The principal authorizes ELIZABETH A. PERRY and/or Landerholm, Memovich, Lansverk and Whitesides, P.S., to disclose to the principal's attorney-in-fact/health care representative/successor trustee all confidential information that they deem appropriate in promoting the best interest of the principal.

EL
Initials

This power of attorney is signed this 28th day of Dec., 2000, to become effective as provided herein.

June L. Lawton
JUNE L. LAWTON
Residing at: P. O. Box 822
Stevenson, Washington

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that JUNE L. LAWTON is the person who appeared before me, and said person acknowledged that she signed this instrument, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: December 28, 2000

[Signature]
Notary Public in and for the
State of Washington, residing
at Clark County.
My appointment expires: 10-20-01

DEBRA L. HOOSE
NOTARY PUBLIC
STATE OF WASHINGTON
December 8, 2000 COMMISSION EXPIRES
OCTOBER 20, 2001 [Signature]

INDIVIDUAL GENERAL DURABLE POWER OF ATTORNEY - 7

LAW OFFICES OF
LANDERHOLM, MEMOVICH,
LANSVERK & WHITESIDES, P.S.
915 Broadway
P.O. Box 1086
Vancouver, Washington 98666
(360) 696-3312

KAISER PERMANENTE NW

Montgomery Park
2701 N W Vaughn Street Suite 140
Portland, Oregon 97210-2018
(503) 499-5200

September 14, 2009

RE:
June Z Lawton, HR# 60556578
Address:
Mary Care Home Inc.
605 NW 116th St. Vancouver, 98685
Phone# 360-573-0589
Fax: 360-566-8009 CG: Mariana

To whom it may concern.


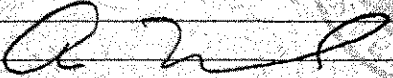
Ms. Lawton is status post CVA (L hemisphere) on 9/20/08 with subsequent aphasia and cognitive deficits. She requires 24/7 supervision due to advanced dementia. She is oriented to person only, and requires assistance with all ADL's with the exception that she is able to ambulate and feed herself.

Sincerely,

SSanders MD.
for D. Fresch
Debora D. Fresch, MS, FNP., ARNP-C
Geriatrics and Long-Term Care
503-499-5400

June Z Lawton

STATE OF WASHINGTON DEPARTMENT OF HEALTH

Local File Number		Washington State Certificate of Death				State File Number	
1. Legal Name (Include AKA's if any) First Middle LAST Suffix		2. Death Date					
Richard Alonzo LAWTON		Sept. 18, 2009					
3. Sex (M/F)	4a. Age - Last Birthday	4b. Under 1 Year	4c. Under 1 Day	5. Social Security Number	6. County of Death		
Male	88	Months Days	Hours Minutes	XXXX-XX-XXXX	Skamania		
7. Birthdate	8a. Birthplace (City, Town, or County)	8b. (State or Foreign Country)		9. Decedent's Education			
April 1, 1921	Tacoma	Washington		Some College; No Degree			
10. Was Decedent of Hispanic Origin? (Yes or No) If yes, specify.		11. Decedent's Race(s)			12. Was Decedent ever in U.S. Armed Forces? Yes		
No		White					
13a. Residence: Number and Street (e.g., 624 SE 5th St.) (Include Apt. No.)					13b. City or Town		
451 Kanaka Creek Rd.					Stevenson		
13c. Residence: County	13d. Tribal Reservation Name (if applicable)	13e. State or Foreign Country		13f. Zip Code + 4	13g. Inside City Limits?		
Skamania		Washington		98648	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unk		
14. Estimated length of time at residence.		15. Marital Status at Time of Death		16. Surviving Spouse's or Domestic Partner's Name (Give name prior to first marriage).			
50 Years		Married		June Luella Ziegler			
17. Usual Occupation (Indicate type of work done during most of working life. (DO NOT USE RETIRED).				18. Kind of Business/Industry (Do not use Company Name)			
Electrician				Hydroelectric Dams			
19. Father's Name (First, Middle, Last, Suffix)				20. Mother's Name Before First Marriage (First, Middle, Last)			
Alonzo Diamond Lawton				Lillian Bell Dalton			
21. Informant's Name		22. Relationship to Decedent		23. Mailing Address: Number and Street or RFD No. City or Town State Zip			
Megan Lawton		Granddaughter		PO Box 236 Ridgefield, WA 98642			
24. Place of Death, if Death Occurred in a Hospital: Decedent's Residence							
25. Facility Name (If not a facility, give number & street or location)				26a. City, Town, or Location of Death		26b. State	27. Zip Code
451 Kanaka Creek Road				Stevenson		WA	98648
28. Method of Disposition		29. Place of Final Disposition (Name of cemetery, crematory, other place)			30. Location-City/Town, and State		
Cremation		Columbia River Crematory			White Salmon, WA		
31. Name and Complete Address of Funeral Facility						32. Date of Disposition	
Gardner Funeral Home PO Box 390 White Salmon, WA 98672						9-30-2009	
33. Funeral Director Signature X 							
Cause of Death (See instructions and examples)							
34. Enter the chain of events -- diseases, injuries, or complications -- that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Add additional lines if necessary.							
IMMEDIATE CAUSE (Final disease or condition resulting in death)		a. Congestive Heart Failure				Interval between Onset & Death	
		Due to (or as a consequence of):				Unknown	
Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST		b. Aortic Stenosis				Interval between Onset & Death	
		Due to (or as a consequence of):				Unknown	
		c.				Interval between Onset & Death	
		Due to (or as a consequence of):					
		d.				Interval between Onset & Death	
		Due to (or as a consequence of):					
35. Other significant conditions contributing to death but not resulting in the underlying cause given above						36. Autopsy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
37. Were autopsy findings available to complete the Cause of Death? <input type="checkbox"/> Yes <input type="checkbox"/> No							
38. Manner of Death		39. If female				40. Did tobacco use contribute to death?	
<input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide		<input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Not pregnant, but pregnant within 42 days before death				<input type="checkbox"/> Yes <input type="checkbox"/> Probably	
<input type="checkbox"/> Accident <input type="checkbox"/> Undetermined		<input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death				<input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown	
<input type="checkbox"/> Suicide <input type="checkbox"/> Pending		<input type="checkbox"/> Unknown if pregnant within the past year					
41. Date of Injury (MM/DD/YYYY)		42. Hour of Injury (24hrs)		43. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)		44. Injury at Work? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk	
45. Location of Injury: Number & Street: Apt No.							
City or Town:		County:		State:		Zip Code + 4:	
46. Describe how injury occurred						47. If transportation injury, specify: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Other (Specify)	
48a. Certifying Physician - To the best of my knowledge, death occurred at the time, date, and place and due to the cause(s) and manner stated.				48b. Medical Examiner/Coroner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated.			
X Gregory Rubin MD				X			
49. Name and Address of Certifier - Physician, Medical Examiner or Coroner (Type or Print)						50. Hour of Death (24hrs)	
Gregory Rubin 19500 SE Stark St. Portland, OR 97233						0630	
51. Name and Title of Attending Physician if other than Certifier (Type or Print)						52. Date Signed (MM/DD/YYYY)	
						9/30/09	
53. Title of Certifier		54. License Number		55. ME/Coroner File Number		56. Was case referred to ME/Coroner? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Physician		MD 27694					
57. Registrar Signature						58. Date Received (MM/DD/YYYY)	
X 						10/1/09	
59. Amendments							



Affidavit for Correction

This is a legal Document. Complete in ink and do not alter.

Center for Health Statistics
P.O. Box 9709
Olympia, WA 98507-9709
(360) 326-4300

STATE OFFICE USE ONLY

State File Number	Fee Number	Initials	Date	Affidavit Number
Use the section below for requesting any changes on the record.				
Record Type: <input type="checkbox"/> Birth <input type="checkbox"/> Death <input type="checkbox"/> Marriage <input type="checkbox"/> Dissolution				
1. Name on record:		2. Date of Event:		3. Place of Event: (City or County)
4. Father's Full Name (For Birth): (Husband for Marriage or Dissolution)			5. Mother's Full Name (For Birth): (Wife for Marriage or Dissolution)	
The Record is Incorrect or Incomplete as follows:				
The Record now shows:		The True fact is:		
6.		7.		
8.		9.		
10.		11.		
12.		13.		
14. I represent the person as: <input type="checkbox"/> Self <input type="checkbox"/> Parent <input type="checkbox"/> Guardian <input type="checkbox"/> Informant <input type="checkbox"/> Funeral Director <input type="checkbox"/> Other (Specify)				Telephone Number:
I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.				
15. Signature:		16. Date:		17. Address:
All vital records are registered as received. An item may be changed by affidavit only once. Subsequent changes must be made by court order. The incorrect certificate must be returned within one year of the date it was issued to receive a replacement copy free of charge.				
All changes must be established by documentary proof submitted with the affidavit				
Examples of documentary proof: Certificate of Naturalization Medical Record School Record Hospital Records Military Record (DD-214) Voter's Registration Card (if it bears an effective date) Insurance Records Birth Record Alien Registration Card (front and back) Marriage/Divorce Records Passport				
Birth Certificates:				
1. Only a parent, legal guardian (if the child is under 18), or the adult themselves (if 18 or older) may change the birth certificate.				
2. The proof(s) must match exactly the asserted true fact(s). For example, if the affidavit says the name is Mary Ann Doe, then the proof must show the name to be Mary Ann Doe. Mary A. Doe or M.A. Doe does not prove the name is Mary Ann Doe.				
3. Proof must be five (or more) years old or have been established within five years of birth.				
4. Up to age one, the parent(s) or legal guardian may change the child's last name with an affidavit for correction, provided: - This is a one time only change. Subsequent changes will require a certified copy of a court ordered name change. - The new last name may be the mother's maiden name or father's name (if present on the certificate) or any combination of the two. - After age one, last name changes require a certified copy of a court ordered name change. Minor spelling changes may be made with an affidavit and documentary proof.				
5. Parent(s) may change their child's first or middle name by completing and signing an affidavit for correction (until their child's 18th birthday).				
6. This affidavit cannot be used to add a father to a birth certificate. (Use the paternity affidavit - form DOH/CHS 021)				
Death Certificates:				
1. Only the informant, the funeral director, or executors/administrators (if evidence confirming such position is presented) may change the non-medical information.				
2. The medical information (cause of death) may be changed only by the certifying physician or the coroner/medical examiner.				
3. If it is less than sixty days from date of death please contact the county health department where the death occurred to make changes.				
Marriage/Dissolution (Divorce) Certificates:				
1. Personal fact(s) (minor spelling changes in name, date or place of birth or residence) may be changed by affidavit (with proof) by the person.				
2. To change the date or place of marriage or dissolution, the officiant (marriage) or clerk of court (dissolution) must sign the affidavit.				

DOH/CHS 023 (Rev. 9/2002)

CERTIFIED

FOR VETERANS USE ONLY

OCT 05 2009

Alan Melnick
Alan Melnick
Health Officer
Skamania Co. Public Health

NO 1217437

FILED

MAY 16 2007

Sherry W. Parker, Clerk, Clark Co.

**Superior Court of Washington
County of**

In re the Marriage of:

Megan N. Lawton Esch

Petitioner,

and

Joseph W. Esch

Respondent.

No. 06 3 01723 1

- ☒ Decree of Dissolution (DCD)
☐ Decree of Legal Separation (DCLGSP)
☐ Declaration Concerning Validity (DCINMG)
☐ Clerk's action required
☐ Law Enforcement Notification, ¶ 3.8

I. Judgment/Order Summaries

1.1 Restraining Order Summary:

☒ Does not apply. ☐ Restraining Order Summary is set forth below:

Name of person(s) restrained: _____ Name of person(s) protected: _____
 See paragraph 3.8.

Violation of a Restraining Order in Paragraph 3.8 Below With Actual Knowledge of Its Terms Is a Criminal Offense Under Chapter 26.50 RCW and Will Subject the Violator to Arrest. RCW 26.09.050.

1.2 Real Property Judgment Summary:

☐ Does not apply. ☒ Real Property Judgment Summary is set forth below:

Assessor's property tax parcel or account number: 068010-000

Or

Legal description of the property awarded (including lot, block, plat, or section, township, range, county and state):

See Page _____ for full legal description

1.3 Money Judgment Summary:

☒ Does not apply. ☐ Judgment Summary is set forth below.

A. Judgment creditor

9
6

B. Judgment debtor _____
 C. Principal judgment amount \$ _____
 D. Interest to date of judgment \$ _____
 E. Attorney fees \$ _____
 F. Costs \$ _____
 G. Other recovery amount \$ _____
 H. Principal judgment shall bear interest at _____ % per annum
 I. Attorney fees, costs and other recovery amounts shall bear interest at _____ % per annum
 J. Attorney for judgment creditor _____
 K. Attorney for judgment debtor _____
 L. Other: _____

End of Summaries

II. Basis

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

III. Decree

It Is Decreed that:

3.1 Status of the Marriage

- ☒ The marriage of the parties is dissolved.
- ☐ The husband and wife are legally separated.
- ☐ The marriage of the parties is invalid.
- ☐ The marriage of the parties is valid.

3.2 Property to be Awarded the Husband

- ☐ The husband is awarded as his separate property the property set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of this decree.
- ☐ The husband is awarded as his separate property the property set forth in the separation contract or prenuptial agreement executed by the parties on _____ [date]. The separation contract or prenuptial agreement is incorporated by reference as part of this Decree. The prenuptial agreement or, pursuant to RCW 26.09.070(5), the separation contract ☐ is ☐ is not filed with the court.
- ☒ The husband is awarded as his separate property the following property (list real estate, furniture, vehicles, pensions, insurance, bank accounts, etc.):

☒ Other: *See Marital Separation Agreement attached.*

3.3 Property to be Awarded to the Wife

- ☐ The wife is awarded as her separate property the property set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of this decree.
- ☐ The wife is awarded as her separate property the property set forth in the separation contract or prenuptial agreement referenced above.
- ☐ The wife is awarded as her separate property the following property (list real estate, furniture, vehicles, pensions, insurance, bank accounts, etc.):

☒ Other: *See Marital Separation Agreement attached.*

3.4 Liabilities to be Paid by the Husband

- ☐ Does not apply.
- ☐ The husband shall pay the community or separate liabilities set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of this decree.
- ☐ The husband shall pay the community or separate liabilities as set forth in the separation contract or prenuptial agreement referenced above.
- ☐ The husband shall pay the following community or separate liabilities:

Creditor

Amount

☒ Other: See Marital Separation Agreement attached.

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

- ☐ Does not apply.
- ☐ The wife shall pay the community or separate liabilities set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of this decree.
- ☐ The wife shall pay the community or separate liabilities as set forth in the separation contract or prenuptial agreement referenced above.
- ☐ The wife shall pay the following community or separate liabilities:

Creditor

Amount

☒ Other: See Marital Separation Agreement attached

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.
- ☐ Other:

3.7 Spousal Maintenance

- ☐ Does not apply.
- ☐ The ☐ husband ☐ wife shall pay maintenance as set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of this decree.
- ☐ Spousal maintenance shall be paid as set forth in the separation contract or prenuptial agreement referenced above.
- ☒ The ☒ husband ☐ wife shall pay \$ 250 maintenance. Maintenance shall be paid ☐ weekly ☒ semi-monthly ☐ monthly.
- The first maintenance payment shall be due on Jan. 10, 2007 [Date].

The obligation to pay future maintenance is terminated upon the death of either party or the remarriage of the party receiving maintenance unless otherwise specified below:

Maintenance will be paid for 1 year after date of divorce.

Payments shall be made:

- ☒ directly to the other spouse.
- ☐ to the Washington State Child Support Registry (only available if child support is ordered).
- ☐ to the clerk of this court as trustee for remittance to the other spouse (only available if there are no dependent children).
- ☐ If a spousal maintenance payment is more than 15 days past due and the total of such past due payments is equal to or greater than \$100, or if the obligor requests a withdrawal of accumulated contributions from the Department of Retirement Systems, the obligee may seek a mandatory benefits assignment order under Chapter 41.50 RCW without prior notice to the obligor.
- ☐ The Department of Retirement Systems may make a direct payment of all or part of a withdrawal of accumulated contributions pursuant to RCW 41.50.550(3).
- ☐ Other:

3.8 Continuing Restraining Order

- ☒ Does not apply.
- ☐ A continuing restraining order is entered as follows:
- ☐ The ☐ husband ☐ wife is restrained and enjoined from disturbing the peace of the other party.
- ☐ The ☐ husband ☐ wife is restrained and enjoined from going onto the grounds of or entering the home, work place or school of the other party, or the day care or school of the following named children: _____
- ☐ The ☐ husband ☐ wife is restrained and enjoined from knowingly coming within or knowingly remaining within _____ (distance) of the

home, work place or school of the other party, or the day care or school of these children: _____
 other: _____

- ☐ _____ [Name] is restrained and enjoined from molesting, assaulting, harassing, or stalking _____ [Name].
 (The following firearm restrictions apply if this box is checked: Effective immediately and continuing as long as this continuing restraining order is in effect, the restrained person may not possess a firearm or ammunition. 18 U.S.C. § 922(g)(8). A violation of this federal firearms law carries a maximum possible penalty of 10 years in prison and a \$250,000 fine. An exception exists for law enforcement officers and military personnel when carrying department/government-issue firearms. 18 U.S.C. § 925(a)(1).)
- ☐ Other: _____

Violation of a Restraining Order in Paragraph 3.8 With Actual Knowledge of its Terms Is a Criminal Offense Under Chapter 26.50 RCW and Will Subject the Violator to Arrest. RCW 26.09.060.

- ☐ **Clerk's Action.** The clerk of the court shall forward a copy of this order, on or before the next judicial day, to: _____ law enforcement agency which shall enter this order into any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants. (A law enforcement information sheet must be completed by the party or the party's attorney and provided with this order before this order will be entered into the law enforcement computer system.)

Service

- ☐ The restrained party or attorney appeared in court or signed this order; service of this order is not required.
- ☐ The restrained party or attorney did not appear in court; service of this order is required.

Expiration

This restraining order expires on: _____ (month/day/year).
 This restraining order supersedes all previous temporary restraining orders in this cause number.

- ☐ Any temporary restraining order signed by the court in this cause number is terminated.
- Clerk's Action.** The clerk of the court shall forward a copy of this order, on or before the next judicial day, to: _____ law enforcement agency where **Petitioner** resides which shall enter this order into any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants.

Full Faith and Credit

Pursuant to 18 U.S.C. § 2265, a court in any of the 50 states, the District of Columbia, Puerto Rico, any United States territory, and any tribal land within the United States shall accord full faith and credit to the order.

3.9 Protection Order

- ☒ Does not apply.
☐ The parties shall comply with the Order for Protection signed by the court on this date, _____ in this cause number. The Order for Protection signed by the court is approved and incorporated as part of this decree.

3.10 Jurisdiction Over the Children

- ☒ Does not apply because there are no dependent children.
☐ The court has jurisdiction over the children as set forth in the Findings of Fact and Conclusions of Law.

3.11 Parenting Plan

- ☒ Does not apply.
☐ The parties shall comply with the Parenting Plan signed by the court on _____ [Date]. The Parenting Plan signed by the court is approved and incorporated as part of this decree.

3.12 Child Support

- ☒ Does not apply.
☐ Child support shall be paid in accordance with the order of child support signed by the court on _____ [Date]. This order is incorporated as part of this decree.

3.13 Attorney Fees, Other Professional Fees and Costs

- ☒ Does not apply.
☐ Attorney fees, other professional fees and costs shall be paid as set forth in the separation contract or prenuptial agreement referenced above.
☐ Attorney fees, other professional fees and costs shall be paid as follows:

3.14 Name Changes

- ☐ Does not apply.
☒ The wife's name shall be changed to Megan Nicole Lawton [First, Middle, Last Name].

☐ The husband's name shall be changed to _____ [First, Middle, Last Name].

3.15 Other

MA

Dated: 16 May 2007

Petitioner or petitioner's lawyer:

A signature below is actual notice of this order.

☒ Presented by:

☐ Approved for entry:

☐ Notice for presentation waived:

Megan N. Lawton Esq.
Signature of Petitioner or Lawyer/WSBA No.

Megan N. Lawton Esq. 5/11/07
Print or Type Name Date

Judge/Commissioner

Respondent or respondent's lawyer:

A signature below is actual notice of this order.

☒ Presented by:

☐ Approved for entry:

☐ Notice for presentation waived:

Joseph W. Esch
Signature of Respondent or Lawyer/WSBA No.

JOSEPH W. ESCH 5-11-07
Print or Type Name Date

Marital Separation Agreement

1. This agreement is a full and complete understanding of the division of property, division of obligations, and determination of all other responsibilities and duties that exist between MEGAN NICOLE LAWTON-ESCH and JOSEPH WILLIAM ESCH arising out of their mutual agreement to separate and terminate their marital status. No other terms other than those expressly set forth in this document shall have any force and effect on the parties, and this modification, alteration or notation is set forth in writing and agreed to by both parties.
2. The real property located at 422 N 4th Ave, RIDGEFIELD, WA including residence and land shall become the sole property of MEGAN NICOLE LAWTON-ESCH. All obligations, debts, rights and responsibilities shall belong solely to her and it shall be her responsibility to ensure that title to the property and all financing arrangements are placed in her name. JOSEPH WILLIAM ESCH agrees to make himself available to sign any documentation to necessitate these transactions. In the event the property is sold, JOSEPH WILLIAM ESCH will receive up to \$30,000.
3. The automobile described as a 1995 FORD EXPLORER XLT, shall be the sole property of MEGAN NICOLE LAWTON-ESCH. It shall be her responsibility to insure that the title and registration are placed in her name alone. JOSEPH WILLIAM ESCH agrees to sign any documentation necessary to accomplish this.
4. The automobile described as a 1989 VW FOX, shall be the sole property of MEGAN NICOLE LAWTON-ESCH. It shall be her responsibility to insure that the title and registration are placed in her name alone. JOSEPH WILLIAM ESCH agrees to sign any documentation necessary to accomplish this.
5. Joint held accounts at Edward Jones shall become the sole property of MEGAN NICOLE LAWTON-ESCH. This consists of the following:
 - a. Roth IRA
 - b. Money Market Account
6. All other property and debt has been divided and agreed upon since the date of separation of January 14, 2006.
7. Each individual shall be solely responsible for any debt, liability, lien or actions be they civil or criminal, incurred as an individual and not jointly held and shall not be considered community property or community liability.
8. It is understood and agreed that both MEGAN NICOLE LAWTON-ESCH and JOSEPH WILLIAM ESCH have the legal right to obtain competent legal counsel to advise them of their rights and obligations under the law and that they waived this right by entering into this agreement. They enter into this agreement freely and of their own will, without any reservations. Consideration for this agreement is found in the fact that both parties wish to avoid litigation over their marital assets and wish to avoid any delays that may occur if such litigation was instituted.

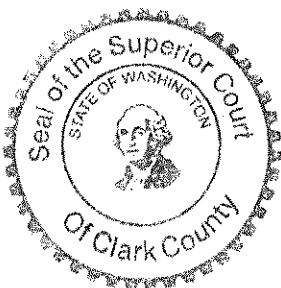
9. It is agreed that both parties will use their best efforts and will in good faith act to assist the other in the transfer of the previously stated assets and all other matters in terminating this marital relationship. Any disputes concerning the terms of this agreement shall be decided by binding arbitration by a mutually agreed upon non-prejudiced third party; no legal proceedings shall be instituted to resolve any such grievances.
10. This agreement shall become fully effective as of the date the last signature is obtained.

DATED: 5/11/07

Megan Nicole Lawton Esch
MEGAN NICOLE LAWTON-ESCH

DATED: 5-11-07

Joseph William Esch
JOSEPH WILLIAM ESCH



STATE OF WASHINGTON } ss.
COUNTY OF CLARK

I, Sherry W. Parker, County Clerk and Clerk of the Superior Court of Clark County, Washington, DO HEREBY CERTIFY that this document, consisting of 10 page(s), is a true and correct copy of the original now on file and of record in my office and, as County Clerk, I am the legal custodian thereof.

Signed and sealed at Vancouver, Washington this date:

12-14-09
Sherry W. Parker, County Clerk

By

Deputy