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Skagit County Auditor

5/22/2017 Page

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WHATCOM COUNTY
WASHINGTON

BY _____

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2017 3 209

MAY 22 2017

Amount Paid \$0
Skagit Co. Treasurer
By *WMA* DeputySKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2017 2210

MAY 22 2017

Amount Paid \$0
Skagit Co. Treasurer
By *WMA* DeputySUPERIOR COURT OF WASHINGTON
COUNTY OF WHATCOM

In re the Marriage of:

RODNEY GENE ANDERSON,

Petitioner,

And

MEGAN DEEANNE ANDERSON,

Respondent.

NO. 16 3 66727 9

AMENDED SEPARATION
AGREEMENT

THIS AMENDED SEPARATION AGREEMENT is made and executed this 11th day of April, 2017, by and between **MEGAN DEEANNE ANDERSON**, hereinafter referred to as Wife, and **RODNEY GENE ANDERSON**, hereinafter referred to as Husband, and amends and replaces entirely the Separation Agreement previously executed by the parties on October 26, 2016 and filed on November 17, 2017. This Amended Separation Agreement is entered to correct and complete some inaccurate and/or incomplete legal descriptions if the initial document.

WITNESSETH:

WHEREAS, the parties hereto were married on October 2, 1998, in Seattle, Washington and ever since have been and now are husband and wife; and,

WHEREAS, the parties separated on or about July 7, 2016; and,

SEPARATION AGREEMENT - 1
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WHEREAS, there has been one child born as issue of this marriage, to-wit:
Payton Earl Anderson, born June 23, 2000; and

WHEREAS, certain differences have arisen in the marital life of the parties, as a result of which they have separated and are now living separate and apart and as a result of which an action for a legal separation in the Superior Court of the State of Washington, for Whatcom County, has been instituted; and,

WHEREAS, the parties hereto are desirous of fully, finally and forever effecting a settlement and disposition of their respective rights as to property and all other rights growing out of their marriage relationship existing between them and to effect a complete settlement of any and all claims that either may have against the other; and,

NOW, THEREFORE, for and in consideration of the mutual promises, agreements, and covenants contained herein, and in consideration of the desire of the parties to make an amicable settlement, and in further consideration of the mutual benefits to be derived from this Separation Agreement, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

PROPERTY TO WIFE

The Wife shall, and hereby does, receive all right, title and interest, together with any encumbrances thereon unless otherwise provided herein, of the parties in the following described property:

1. All her clothing and personal effects.
2. All bank accounts in her name at the time of the execution of this Separation Agreement.
3. All items of miscellaneous personal property in her possession at the time this Separation Agreement is executed.

SEPARATION AGREEMENT - 2
initials

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4. All rights by virtue of her present employment, and past or future employment, including but not limited to: pension, retirement, profit sharing, reserve vacation or sick leave, insurance coverage, social security benefits and the like. The husband retains, however, all rights accorded to him by virtue of the Social Security Act as now or hereafter amended notwithstanding the fact that some or all of these rights accrued solely by virtue of the marriage of the parties and the contributions of the other party.

5. All interest in Avenue Catering, Inc. and any judgments that corporation may collect in the future.

6. All interest in the following limited liability companies, to-wit: FLW Investments LLC and Designing Greatness LLC.

7. All right, title and interest in as well as the obligation for any loans secured against in the following parcels of real property located in Skagit County, Washington:

a. The real property commonly known as 1448 Vecchio Court, Sedro Woolley, Washington, legally described as follows:

Parcel A

Lot 13, 'Sauk Mountain View Estates North, a planned residential Development-Phase 4', as per plat recorded January 29, 2004 under Auditor's File No. 200401290101, records of Skagit County, Washington.

Parcel B

An undivided 50% interest in Tract B, 'Sauk Mountain View Estates South, a planned residential Development-Phase 2', as per plat recorded January 29, 2004 under Auditor's File No. 200401290101, records of Skagit County, Washington.

Tax Parcel # P121317, 4830-000-013-0000

b. The real property commonly known as 1535 E. Gateway, Sedro Woolley, Washington, legally described as follows:

Lot 21, "Sauk Mountain View Estates North, a planned residential Development, Phase IV, as per the plate thereof recorded March 22, 2012, under auditor's file No. 201203220011.

Situate in Skagit County, Washington

MOA

initials

RG-A

initials

Tax Parcel No. P131066, 6009-000-000-0021

c. The real property commonly known as 1533 E. Gateway, Sedro Woolley, Washington, legally described as follows:

Lot 20, "Sauk Mountain View Estates North, a planned residential Development, Phase IV, as per the plat thereof recorded March 22, 2012, under auditor's file No. 201203220011.
Situate in Skagit County, Washington

Tax Parcel No. P131065, 6009-000-000-0020

d. The real property commonly known as 833 N. Waugh Road, Mt. Vernon, Washington, legally described as follows:

Lot 1 'Plat of Hilltop Estates,' as per plat recorded in Volume 14 of Plats, page 17, records of Skagit County, Washington.

Tax Parcel No: 4481-000-001-0009, P83265

e. The real property commonly known as 648 East Rio Vista Avenue, Burlington, Washington, legally described as follows:

Lot 1-B of Burlington Short Plat No. BU-1, approved August 2, 2001, Under Auditor's File No. 200108160100; being a portion of Lot 1, "BURTON'S REPLAT OF BLOCK 121, FIRST ADDITION TO BURLINGTON, SKAGIT COUNTY, WASHINGTON," as per plat Recorded in Volume 5 of Plats, page 46, records of Skagit County, WA.

Tax Parcel No: 4080 000 001 0100, P118293

8. All right, title and interest in as well as the obligation for any loans secured against in the following parcels of real property located in Whatcom County, Washington:

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MDA initials
RGA initials

a. The real property commonly known as 7530 Birch Bay Drive #105, Blaine, Washington 98230 legally described as follows:

Cabana Club Condominium, Unit 105

b. The real property commonly known as 7530 Birch Bay Drive #206, Blaine, Washington 98230 legally described as follows:

Cabana Club Condominium, Unit 206

Tax Parcel No: 400131 031326 0242

9. All right, title and interest in as well as the obligation for any loans secured against in the parcel of real property commonly known as 15048 W. Windrose Drive, Surprise, Arizona, legally described at Lot 205 of Rancho Gabriela, Phase One, Parcel No. 501-39-270, Maricopa County, Arizona. Husband agrees to quit claim deed this property to wife at the time this Separation Agreement is executed.

10. All property of whatsoever nature acquired by her subsequent to the date of separation, shall be her separate property, specifically including, but not limited to, all wages, profits, interest and other accumulations.

11. The Roth IRA in the name of Megan Anderson, account # 21578RA10.

12. The 2002 Mercedes MLS 320

PROPERTY TO HUSBAND

The Husband shall, and hereby does, receive all right, title and interest, together with any encumbrances thereon unless otherwise provided herein, of the parties in the following described property:

1. All his clothing and personal effects.

2. All bank accounts in his name at the date of the execution of this Separation Agreement.

3. All items of miscellaneous personal property in his possession at the time this Separation Agreement is executed.

4. All rights by virtue of his present employment, and past or future employment benefits through his employment at Costco, including but not limited to: pension, retirement, profit sharing, reserve vacation or sick leave, insurance coverage, social security benefits and the like.

5. The real property commonly known as 1416 Vecchio Court, Sedro Woolley, Washington, legally described as follows:

Lot 21, Sauk Mountain View Estates South-A Planned Residential Development Phase 2, according to the Plat thereof recorded January 29, 2004, under auditor's file no. 200401290101, records of Skagit County, Washington.

Tax Parcel # P121325, 4830-000-021-0000

Husband agrees that he is responsible for the balanced owed on the mortgage for this property. He further understands and agrees that the wife will remain on the mortgage until such time as the property is sold or refinanced. Husband agrees to indemnify and hold wife harmless for the balance due on the mortgage as of the date this Separation Agreement is executed.

6. The 2001 Ford F-250 pick-up

7. All property of whatsoever nature acquired by him subsequent to the date of separation, shall be his separate property, specifically including, but not limited to, all wages, profits, interest and other accumulations.

DIVISION OF DEBTS

Husband shall pay the following obligations:

a. Husband shall be responsible for the mortgage on the 1416 Vecchio Court, Sedro Woolley, Washington property and hold wife harmless therefrom.

b. Husband shall continue to insure Wife on his health insurance plan through Costco until either of the parties decides to marry or until this legal separation is converted into a dissolution.

MBA initials
RCA initials

c. Wife shall be responsible for all loans and mortgages which are secured against real property awarded to her in this Separation Agreement.

EQUALIZING PAYMENT

To equalize the above division of assets and debts, Wife shall pay to Husband the sum of \$25,000.00 at the time of the execution of this Separation Contract.

CHILD CUSTODY AND SUPPORT

Child custody and child support are addressed in the Parenting Plan and Child Support Order.

CONVEYANCE

This Separation Agreement shall operate as a conveyance between the parties, and henceforth the items herein awarded to each party becomes their sole and separate property.

The parties agree to sign any and all documents or papers which are necessary or desirable to effectuate this Separation Agreement.

The parties hereby revoke all previous wills, contracts, or community property agreements between them.

DECREE OF LEGAL SEPARATION

The parties agree that this Separation Agreement may and should be incorporated into a Decree of Dissolution, legal separation, or other adjudication of their community relationship. By execution of this document, the party not appearing in person in court hereby waives further notice of these proceedings.

MDA initials
RCN initials

UNOFFICIAL DOCUMENT

IN WITNESS WHEREOF, the parties have hereto affixed their signatures.


MEGAN DEEANNE ANDERSON, wife


RODNEY GENE ANDERSON, husband

State of Washington,) SS.
County of Whatcom)
I, David L. Reynolds, County Clerk of Whatcom County and
ex-officio Clerk of the Superior Court of the State of Wash-
ington, for the County of Whatcom, do hereby certify that
the foregoing Instrument is a true and correct copy of the
original, consisting of 8 pages now on file in my
office, and that the undersigned has the custody thereof.
IN TESTIMONY WHEREOF, I have hereunto set my hand
and affixed the Seal of said Court at my office at Bellingham
this 11th day of May 2017
David L. Reynolds, County Clerk

By [Signature]