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07/02/2024 10:18 AM Pages: 1 of 10 Fees: \$312.50
Skagit County Auditor

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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2024 1191
JUL 02 2024

Amount Paid \$ 0
By Skagit Co. Treasurer
Deputy

COVER SHEET

Document Title: Final Divorce Order

Reference Number: _____

Grantor(s): () additional grantor names on page _____

Terry Lynn Clayberg

Grantee(s): () additional grantee names on page _____

Leah C. Clayberg, a single person

Abbreviated legal description(s): () full legal on page _____

TRACT 3 S/P 91-035 ptn SW NW 27.33.4

Parcel/Tax ID Number(s): () additional tax parcel number(s) on page _____

102267

FILED
SKAGIT COUNTY CLERK
SKAGIT COUNTY, WA

2023 SEP 13 PM 2:07

21-3-00524-29
DCD 91
Decree of Dissolution
15211615



MELISSA BEATON, Clerk of the Superior Court of
the State of Washington, for Skagit County, do
hereby certify that this is a true copy of the original
now on file in my office. Dated 7/2/24



MELISSA BEATON, County Clerk
By: [Signature]
Deputy Clerk

Superior Court of Washington, County of Skagit

In re the marriage of:
Petitioner:

LEAH CHRISTINE
CLAYBERG

And Respondent:

TERRY LYNN CLAYBERG

No. 21-3-00524-29

Final Divorce Order (Dissolution Decree) (DCD)

[X] Clerk's action required: 1, 2, 6, 13, 14, 15, 16, 18

Final Divorce Order

1. Money Judgment Summary

No money judgment is ordered.

2. Summary of Real Property Judgment

Summarize any real property judgment from section 7 in the table below.

Grantor's name (person giving property)	Grantee's name (person getting property)	Real Property	
		Assessor's property tax parcel or account number:	Legal description of property awarded (lot/block/plat/section, township, range, county, state)
Terry Clayberg	Leah Clayberg	P102267	PTN W1/2 SW1/4 NW1/4, SECTION 27, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M. AKA TRACT 3 S/P 91-35 RECORDED UNDER AF#9212080036
Lawyer: Adam T. Strand		represents: Leah Clayberg	
Lawyer: Terry Clayberg		represents: Terry Clayberg	

RCW 26.09.030, .040, .070(3)
Mandatory Form (01/2023)
FL Divorce 241

Final Divorce/Legal Separation/
Valid/Invalid Marriage Order
p. 1 of 9

GALLOWAY LAW GROUP, PLLC
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Physical: 12101 N. Lakeshore Dr., Lake Stevens, WA 98258
Tel. (425) 334-4400 Fax: 334-2149

The court has made Findings and Conclusions in this case and now Orders:**3. Marriage**

This marriage and any domestic partnerships or civil unions are dissolved. The Petitioner and Respondent are divorced.

4. Name Changes

Neither spouse asked to change their name.

5. Separation Contract

There is no enforceable separation contract.

6. Money Judgment (summarized in section 1 above)

None.

7. Real Property (summarized in section 2 above)

The real property is divided as explained below:

Real Property Address	Tax Parcel Number	Given to which spouse as that spouse's separate property?
21077 Tyee Road Mount Vernon, WA 98274	P102267	Petitioner

The spouse giving up ownership must sign a *Quit Claim Deed and Real Estate Excise Tax Affidavit* to transfer the real property to the other spouse immediately upon presentation and return to Petitioner for recording. Petitioner shall have up to three (3) years to remove the Respondent's name from the mortgage secured by this real property, either through refinance or sale.

8. Petitioner's Personal Property

The personal property that Petitioner now has or controls is given to Petitioner as their separate property. No transfer of property between Petitioner and Respondent is required except as otherwise ordered herein.

The personal property listed in Exhibit A is given to Petitioner as her separate property. This Exhibit is attached and made part of this Order.

9. Respondent's Personal Property

The personal property that Respondent now has or controls is given to Respondent as his separate property. No transfer of property between Petitioner and Respondent is required except as otherwise required in this order.

The personal property listed in Exhibit A is given to Respondent as their separate property. This Exhibit is attached and made part of this Order.

Other:

Respondent shall have sixty (60) days to remove the property awarded to him from the marital home. Failure to do so shall result in forfeiture of the property to Petitioner, upon which occurrence Petitioner shall have the right to sell or otherwise dispose of the property, as well as keep sale proceeds if any, provided that Petitioner also bears responsibilities for any costs associated with the disposal or sale.

10. Petitioner's Debt

The Petitioner must pay all debts the Petitioner incurred (took on) since the date of separation, unless the court makes a different order about a specific debt below.

The Petitioner must pay the debts that are now in the Petitioner's name.

The Petitioner must pay the debts listed in Exhibit B. This Exhibit is attached and made part of this Order.

11. Respondent's Debt

The Respondent must pay all debts the Respondent incurred (took on) since the date of separation, unless the court makes a different order about a specific debt below.

The Respondent must pay the debts that are now in the Respondent's name.

The Respondent must pay the debts listed in Exhibit B. This Exhibit is attached and made part of this Order.

12. Debt Collection

If one spouse fails to pay a debt as ordered above and the creditor tries to collect the debt from the other spouse, the spouse who was ordered to pay the debt must hold the other spouse harmless from any collection action about the debt. This includes reimbursing the other spouse for any of the debt that spouse paid and for attorney fees or costs related to defending against the collection action.

13. Spousal Support

No spousal support is ordered.

14. Fees and Costs (Summarize any money judgment in section 1 above.)

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p. 3 of 9

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Judgments for fees and costs in temporary orders are **not** affected by this order.

Other:

The Court made a finding that Respondent's intransigence caused Petitioner to incur additional attorney fees and costs for trial. Petitioner's reasonable attorney fees and costs shall be calculated provided a timely motion is filed under CR 54.

15. Protection Order

No one requested a *Protection Order*.

16. Restraining Order

Approved – The request for a *Restraining Order* is approved. The *Restraining Order* is filed separately.

17. Children of the marriage

This court has jurisdiction over the children the spouses have together as explained in the *Findings and Conclusions* for this case.

If there are children of both spouses listed in the *Findings and Conclusions* who do not have both spouses listed on their birth certificates, the State Registrar of Vital Statistics is ordered to amend the children's birth certificates to list both spouses as parents upon receipt of a certified copy of this order and the *Findings and Conclusions*.

Important! The court does not forward this *Order* to the State Registrar. To amend the birth certificate, a party must provide a certified copy of this *Order* and the *Findings and Conclusions* to the State Registrar of Vital Statistics. Other information may be required by the State Registrar of Vital Statistics. If the child was not born in Washington, contact the appropriate agency in the state where the child was born.

18. Parenting Plan

The court signed the final *Parenting Plan* filed separately today or on

19. Child Support

Court Order – The court signed the final *Child Support Order* and *Worksheets* filed separately today or on

Tax issues and post-secondary (college or vocational school) support are covered in the Child Support Order.

20. Other orders

1 Ordered.

2 9/13/23

3 Date

4 Judge or Commissioner

5 Petitioner and Respondent or their lawyers fill out below.

6 This document:

7 This document:

8 [Signature]

9 RECEIVED NOTICE BUT

10 Petitioner signs here/Lawyer signs here WSBA # 47577

11 FAILED TO APPEAR pro se

12 Respondent signs here/Lawyer signs here WSBA #

13 Adam T. Strand

14 9/13/23

15 Terry Clayberg

16 Print Name

17 Date

18 Print Name

19 Date

EXHIBIT A

Assets of the Parties

1. Property Awarded to Petitioner. The Petitioner should be awarded as her sole and separate property, free and clear of any liens, claims, interests, or encumbrances of the Respondent, the following:

a. All bank/investment accounts and insurance policies (including riders) currently in Petitioner's name, except as otherwise specifically awarded to Respondent.

b. All employment-related benefits in Petitioner's name, including all rights and benefits which have been derived as a result of past or present employment, union affiliations, military service, or United States, state or other citizenship (except rights the parties are entitled to receive by virtue of this relationship); and further including but not limited to sick leave benefits, life/health/disability insurance, educational benefits and grants, health or welfare plans and all other contractual, legislated or donated benefits, whether vested or unvested, and whether directly or indirectly derived through the activity of the parties, along with all rights and benefits to which she is entitled by state or federal law, including social security benefits, as well as any pension, retirement, profit sharing, 401-K, IRA or Keogh benefit in her name except as otherwise specifically awarded to Respondent herein.

c. All property currently in Petitioner's possession, including but not limited to clothing, jewelry, personal effects, furniture, furnishings, household adornments, and tools, except as specifically awarded to Respondent.

d. The following vehicles / tractors subject to any underlying obligation(s) thereon:

i. 2015 Toyota Highlander

ii. John Deere Tractor with loader/brush hog

e. Any property acquired since the date of the parties' separation with Petitioner's separate funds, and except as otherwise specifically awarded to Respondent.

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f. The real property commonly known as 21077 Tyee Road Mount Vernon, WA

98274

2. **Property Awarded to Respondent.** The Respondent should be awarded as his sole and separate property, free and clear of any liens, claims, interests, or encumbrances of the Petitioner, the following:

a. All bank/investment accounts and insurance policies (including riders) currently in Respondent's name, except as otherwise specifically awarded to Petitioner.

b. All employment-related benefits in Respondent's name, including all rights and benefits which have been derived as a result of past or present employment, union affiliations, military service, or United States, state or other citizenship (except rights the parties are entitled to receive by virtue of this relationship); and further including but not limited to sick leave benefits, life/health/disability insurance, educational benefits and grants, health or welfare plans and all other contractual, legislated or donated benefits, whether vested or unvested, and whether directly or indirectly derived through the activity of the parties, along with all rights and benefits to which she is entitled by state or federal law, including social security benefits, as well as any pension, retirement, profit sharing, 401-K, IRA or Keogh benefit in his name except as otherwise specifically awarded to Petitioner herein.

c. All property currently in Respondent's possession, including but not limited to clothing, jewelry, personal effects, furniture, furnishings, household adornments, and tools, except as specifically awarded to Petitioner.

d. The following vehicles subject to any underlying obligation(s) thereon:

i. 2021 Toyota Tacoma

ii. KTM 50 Motorcycle

iii. Yamaha Quad

e. Any property acquired since the date of the parties' separation with Respondent's separate funds, and except as otherwise specifically awarded to Petitioner.

f. The following personal property items presently located at the marital home:

- i. Terry & Leah's wedding rings
- ii. John Deere Bigger Tractor with backhoe and loader
- iii. Tractor Fork Attachment
- iv. Tractor Harrow
- v. Tractor Brush hog
- vi. Tractor Rotary Cutter
- vii. Tractor Aerator/Spreader
- viii. Tractor backhoe attachment
- ix. 2000 John Deere Walk Behind Mower
- x. 2021 Dump Trailer
- xi. 2017 2-wave runners and trailer
- xii. 1997 Lund boat/trailer/motor
- xiii. Terry's Drone
- xiv. Tablet to operate drone
- xv. 2021 Bowflex Trainer Workout Machine
- xvi. 2018 Sleep number bed
- xvii. 2021 BBQ
- xviii. 5 Stihl Chainsaw
- xix. Log Splitter
- xx. 4 Toyota Truck Tires
- xxi. Fireworks
- xxii. 2 Chest Freezers
- xxiii. 2020 Apple Grinder

Respondent shall have sixty (60) days from the date the final decree enters to remove the personal property awarded to him from the marital home. Failure to do so shall result in the property being forfeited to Petitioner, and Petitioner shall have the right to dispose of the property as she deems fit. In the event Petitioner sells the property, she may keep the sale proceeds, if any, and must also be responsible for any taxes, fees, etc., associated with the sale.

EXHIBIT B

Liabilities of the Parties

1. **Liabilities of Both Parties.** Each party agrees to assume, pay, and hold the other harmless respecting any liens or obligations owing on property awarded, respectively to him or her. If either party defaults in the performance of any of the terms, provisions, or obligations, set forth herein, and it becomes necessary to institute legal proceedings to effectuate the performance of any provisions of this provision then the party found to be in default shall pay all expenses, including but not limited to reasonable attorneys' fees incurred in connection with such enforcement proceedings.

2. **Liabilities of Petitioner.** The Petitioner should assume, defend, pay, indemnify (including attorney fees) keep current, and hold the Respondent fully harmless for the following obligations incurred by the parties:

- a. All debts, claims or obligations incurred by the Petitioner since the date of separation of the parties.
- b. Debts, encumbrances, liens, claims, and mortgages associated with any asset awarded to Petitioner.
- c. Any credit card obligations in her name.

3. **Liabilities of Respondent.** The Respondent should assume, defend, pay, indemnify (including attorney fees), keep current, and hold the Petitioner fully harmless for the following obligations incurred by the parties:

- a. All debts, claims or obligations incurred by the Respondent since the date of separation of the parties.
- b. Debts, encumbrances, liens, claims and mortgages associated with any asset awarded to Respondent.
- c. Any credit card obligations in his name.