

District Court Clear Creek County, Colorado Court Address: 405 Argentine St. Georgetown, CO 80444	
In re the Marriage of: Petitioner: Samantha Lee Fox and Co-Petitioner/Respondent: Robert Hanbury Means	▲ COURT USE ONLY ▲
Attorney or Party Without Attorney (Name and Address): 29656 Buffalo Park Rd. #205 Evergreen, CO 80439	Case Number: 09DR42
Phone Number: (720) 934-1209 FAX Number:	E-mail: theleastcomplicated@gmail.com Atty. Reg. #: Division Courtroom
SEPARATION AGREEMENT	

To promote the amicable settlement of disputes among parties, a husband and wife getting a divorce (dissolution of marriage) or legal separation may enter into a written separation agreement containing provisions for maintenance (spousal support) for either party and for the disposition of property and debt. The Court must follow the separation agreement as it pertains to the parties themselves and to property, unless the Court finds the agreement unconscionable, in which case it may order the parties to submit a revised agreement.

You may use this form as a separation agreement to submit to the Court. This standard form **does not** include every possible issue that may be relevant to the facts of your case. A section entitled "Other Terms" is available for you to identify unique issues that you may have in your case. **If you need more space than is provided, attach additional pages to the form. Any additional pages must include notarized signatures.**

This is a Full Agreement or a Partial Agreement. If this is a partial agreement, please complete and file with the Court JDF 1129 – Pretrial Statement to identify issues that you have not agreed on. This is a required form if you have any issues that you cannot agree on.

Section 1: Assets

You **must** list all assets as identified on the Sworn Financial Statement (JDF 1111). If you do not own any assets within the category identified, please check the appropriate box. If you do own the asset, please identify who will have possession of the asset and who will be responsible for any obligations for the asset, if applicable. (Husband "H" or Wife "W")

It is important to remember that it is the responsibility of the party who is awarded the asset to prepare the necessary documents to change the title of the property with the county and to notify any financial institutions, insurance companies, etc. of any changes.

A. Real Estate (Check all that apply.)

- The parties do not own any Real Estate.
 The parties agree to the following terms relating to all Real Estate owned.

Identify address	Party who will take ownership and title.		Party who will assume all obligations. (Mortgage, Taxes, Insurance)		
			H	W	H % W %
771 Witter Gulch Rd. Evergreen CO 80439			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> H % W %
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> H % W %

- The parties agree to sell the Real Estate. Any proceeds or monies owed following the sale will be divided to the parties as follows: Husband: \$ _____ or _____ % and Wife: \$ _____ or _____ %.
- The parties agree to prepare documents (e.g. Quit Claim Deed) to transfer title by _____ (date).
- The party who will take ownership and title of the property will have _____ months to refinance the loan and remove the other spouse from the debt.
- The parties agree to an equity payout. The husband wife will pay \$ _____ to the husband wife by _____ (date).
- The parties have already transferred title and have notified the lender of the change in ownership per this agreement.
- Other: *Robert is responsible for paying the monthly mortgage payment while Samantha's name is still on title or mortgage.*

B. Motor Vehicles and/or Recreation Vehicles (Check all that apply.)

- The parties do not own any Motor Vehicles and/or Recreation Vehicles.
- The parties agree to the following terms relating to all Motor Vehicles & Recreation Vehicles owned.

Identify type				Party who will take ownership and title.		Party who will assume all obligations. (Loan Payment, Registration, Insurance)		
Year	Make	Model	VIN#	H	W	H	W	Both (indicate %)
96	Jeep	Cherokee		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	H ____ % W ____ %
07	Toy	Highlander		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H ____ % W ____ %
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H ____ % W ____ %
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H ____ % W ____ %
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H ____ % W ____ %

- The parties agree to sign over the respective title of each vehicle by _____ (date).
- The party who will take ownership and title of the vehicles will have _____ months to refinance the loan and remove the other spouse from the debt.
- The parties have already transferred title per this agreement.
- Other: _____

C. Cash on Hand, Bank, Checking, and Savings Accounts (Check all that apply.)

- The parties do not have any accounts.
- The parties agree to the following terms relating to all accounts.

Identify Name of Bank or Financial Institution	Identify Type of Bank Account	Distribution of each account.		
		H = 100%	W = 100%	Both (indicate %)
US Bank 8250	check	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H ____% W ____%
US Bank 5364	check	<input type="checkbox"/>	<input type="checkbox"/>	H 50% W 50%
US Bank 4271	savings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H ____% W ____%
US Bank 7278	check	<input checked="" type="checkbox"/>	<input type="checkbox"/>	H ____% W ____%
First Bank 6964	check	<input checked="" type="checkbox"/>	<input type="checkbox"/>	H ____% W ____%

- The parties agree to divide/transfer the funds by _____ (date).
 The parties have already divided/transferred the funds per this agreement.
 Other: _____

D. Life Insurance (Check all that apply.)

- The parties do not have life insurance.
 The parties agree to the following terms relating to all life insurance accounts.
 Neither party will be required to carry life insurance on his / her life.
 or
 The husband will carry life insurance on his life in the amount of \$ 800,000 with _____ (name of spouse) as beneficiary for _____ (years/months) or until Meredith is 19 (specific date).
 and/or
 The wife will carry life insurance on her life in the amount of \$ 650,000 with _____ (name of spouse) as beneficiary for _____ (years/months) or until Meredith is 19 (specific date).
 Other: _____

E. Furniture, Household Goods, and Other Personal Property (Check all that apply.)

- The parties do not have any assets in this category.
 The parties have divided the furniture, household goods, and other personal property and are satisfied with the division.

- The parties agree to the following terms relating to all furniture, household goods and other personal property.

Identify Items	H	W	Identify Items	H	W
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

- The parties agree to divide the furniture, household goods, and other personal property by _____ (date).

- Other: _____
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F. Stocks, Bonds, Mutual Funds, Securities & Investment Accounts (Check all that apply.)

The parties do not have any accounts.

- The parties agree to the following terms relating to all accounts.

Identify name of Stock, Bond, Mutual Fund, etc.	Distribution of Funds, Shares, etc.		
	H = 100%	W = 100%	Both (indicate %)
	<input type="checkbox"/>	<input type="checkbox"/>	H _____ % W _____ %
	<input type="checkbox"/>	<input type="checkbox"/>	H _____ % W _____ %
	<input type="checkbox"/>	<input type="checkbox"/>	H _____ % W _____ %

- The parties agree to divide/transfer the funds by _____ (date).

- The parties have already divided/transferred the funds per this agreement.

- Other: _____
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G. Pension, Profit Sharing or Retirement Funds (Check all that apply.)

- The parties do not have any funds.

- The parties agree to the following terms relating to all retirement accounts.

Identify type of Pension, Profit Sharing or Retirement Fund	Distribution of Funds, Shares, etc. within the various accounts.		
	H = 100%	W = 100%	Both (indicate %)
Samantha's 401(k)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H ____ % W ____ %
	<input type="checkbox"/>	<input type="checkbox"/>	H ____ % W ____ %
	<input type="checkbox"/>	<input type="checkbox"/>	H ____ % W ____ %

- The parties agree to divide/transfer the funds by _____ (date).
 The parties have already divided/transferred the funds per this agreement.

The husband wife is responsible for preparing and submitting a Qualified Domestic Relations Order (QDRO) by contacting their fund provider or an attorney by _____ (date). The cost to prepare the QDRO will be paid as follows: Husband: _____ % and Wife: _____ %. *Note: A QDRO is necessary in order for the division of the retirement plan to be completed. Without a QDRO, plans will not be divided regardless of the parties' agreement identified within this form.*

- Other: _____

H. Miscellaneous Assets (When completing this section, please consider items identified on the Sworn Financial Statement under "Miscellaneous Assets" and "Separate Property".)

- The parties do not have any assets in this category.
 The parties agree to the following terms relating to all miscellaneous assets listed below.

Identify Items	H	W	Identify Items	H	W
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

- The parties agree to divide the various assets listed above by _____ (date).
 The parties have already divided the various assets listed above per this agreement.
 Other: _____

Section 2: Debts



- The parties do not have any debt.

- The parties agree to the following terms relating to all debt and the party responsible for the debt will indemnify and hold the other party harmless.

Identify name of Creditor	Date of Balance	Balance	Party Responsible for future payments.		
			H	W	Both (indicate %)
		\$	<input type="checkbox"/>	<input type="checkbox"/>	H ____% W ____%
			<input type="checkbox"/>	<input type="checkbox"/>	H ____% W ____%
			<input type="checkbox"/>	<input type="checkbox"/>	H ____% W ____%
			<input type="checkbox"/>	<input type="checkbox"/>	H ____% W ____%
			<input type="checkbox"/>	<input type="checkbox"/>	H ____% W ____%
			<input type="checkbox"/>	<input type="checkbox"/>	H ____% W ____%
			<input type="checkbox"/>	<input type="checkbox"/>	H ____% W ____%
Total debt to be assumed by Husband		\$	H	%	
Total debt to be assumed by Wife		\$	W	%	

Section 3: Taxes

- The parties will file a joint separate married filing separately tax return for 2009 (identify tax year(s)).
- State and Federal refunds and/or money owed will be allocated as follows: Husband: 50 % and Wife: 50 %.
- Other: Individual for 2010.
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Section 4: Maintenance (Spousal Support) Check only one box.

- Both parties forever waive their right to receive maintenance. The parties understand that once the Court accepts a party's waiver, that party may **never** request maintenance.
- Maintenance Agreement:
- Husband Wife shall pay maintenance to the Husband Wife. The Payments will be weekly bi-weekly twice a month monthly in the amount of \$ 539.35.
 - Payments will begin on 3/1/10 (date) and will end on 9/2/10 (date), or until the Court modifies this Order pursuant to §14-10-122, C.R.S.
 - Maintenance shall be paid: (check one)
 - To the Family Support Registry (FSR) along with child support, P. O. Box 2171, Denver, CO 80201-2171.
 - Directly to the Husband Wife
- Other: _____
-
-
-

Section 5: Other Terms

Identify below any agreements not identified in Sections 1 – 4.

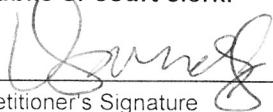
Parties agree to run child support worksheet and modify child support if necessary when major changes to income occur.

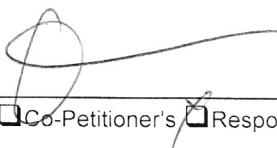
Important Information - Please Read

- Change of title does not end the obligation you may have to notify the financial institution. Court approval of any provision to remove either party from a loan does not require the lender to actually release the party from the commitment.
- It is the responsibility of the party who is awarded the asset to prepare the necessary documents to change the title of the property with the county and to notify any financial institution, insurance companies, etc. of any changes.
- Joint debt of any kind, for example mortgage, cars, credit cards, remain joint until paid in full or refinanced. Joint credit cards should be destroyed and individual credit cards issued to each spouse to avoid future liability.

The Parties understand that if either of them refuses to execute any documents under this agreement, C.R.C.P. 70 allows the Clerk of the Court to do so. A party may also ask the Court for sanctions for the other party's refusal to follow this Order.

Please re-read this document carefully to make sure it accurately reflects your agreement. This document includes all agreed upon terms and your signature below indicates that you have read and agree with all terms identified within this agreement. This document should be signed in the presence of a notary public or court clerk.

 2/9/10
Petitioner's Signature Date

 02.05.10
 Co-Petitioner's Respondent's Signature Date

Signature of Attorney, if applicable Date

Signature of Attorney, if applicable Date

Petitioner's Address

771 Wither Gulch Rd.

City, State, Zip Code

Co-Petitioner/Respondent's Address

(Area Code) Home Telephone Number

Deer Creek, CO 80439

Area Code) Work Telephone Number

City, State, Zip Code

303.674.1577

(Area Code) Home Telephone Number

Subscribed and affirmed, or sworn to before me in the County of _____, State of _____, this _____ day of _____, 20 _____.
My Commission Expires: _____

Subscribed and affirmed, or sworn to before me in the County of _____, State of _____, this _____ day of _____, 20 _____.
My Commission Expires: _____

Notary Public/Clerk

Notary Public/Clerk