IN THE COURT OF COMMON PLEAS OF FRANKLIN COUNTY, OHIO
DIVISION OF DOMESTIC RELATIONS

John Doe, Petitioner 100 Main Street Columbus, OH 43201 (800) 555-1234 DOB: 01/01/1968	))))))	Date: _____ Case No: _____ File No: _____
And	))	CSEA No: _____
John Doe, Petitioner 100 Main Street Columbus, OH 43201 (800) 555-1234 DOB: 01/01/1970	)))))	Judge: _____

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SEPARATION AGREEMENT

This is a Separation Agreement made by and between John Doe, presently residing at 100 Main Street, Columbus, OH 43201, (Hereinafter referred to as "Husband") and Jane Doe, presently residing at 100 Main Street, Columbus, OH 43201, (Hereinafter referred to as "Wife").

I. Recitals

A. Parties were married on January 1, 1995 at Columbus, Ohio.

B. One (1) child has been born of said marriage, to wit: Ann Doe, born January 1, 1997.

C. No children have been adopted and Wife is not now pregnant.

D. As a result of disputes and incompatibility, the parties have decided to seek a dissolution of their marriage. They are desirous of settling their property rights, agreeing upon terms for the division of their property, and determining issues of allocation of parental rights and responsibilities, child support and visitation.

E. In view of the foregoing and in consideration of the premises and the mutual promises and undertakings hereinafter set forth, and for other good and valuable consideration, the parties agree as follows:

II. Separate Residences; Noninterference

The parties may live apart and each hereby releases the other from any and all duties of cohabitation. Neither party shall molest or interfere with the other. Each may, for his or her separate benefit, engage in any employment, business, or profession that he or she may choose.

III. Allocation of Parental Rights and Responsibilities

The parties have executed a Shared Parenting Plan, filed concurrently, including detailed parenting time, child support and health insurance provisions.

IV. Property Division

A. Real Estate

The parties agree that they do not jointly own any real property.

B. Household Goods

Wife shall retain the household goods and items in her possession, free and clear of any right, title or interest of Husband.

Husband shall retain the household goods and items in his possession, free and clear of any right, title or interest of Wife.

C. Checking and Savings Accounts

Each party shall retain the checking and/or savings accounts standing in his or her name, free and clear of any right, title or interest of the other party.

D. Automobiles

The parties agree that Husband shall retain the 2011 Dodge Charger vehicle, estimated value $35,000.00; and any and all vehicles held in his name, free and clear from any right, title or interest from Wife.

The parties agree the Wife shall retain the 2010 Jeep Cherokee vehicle, estimated value $30,000.00; and any and all vehicles held in her name, free and clear from any right, title or interest from Husband.

E. Retirement Benefits

Husband shall retain his Morgan Stanley 401(k) plan, estimated value $100,000.00; and any and all retirement benefits held in his name, free and clear of any right, title or interest of Wife.

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Wife shall retain her Fidelity 401(k) plan, estimated value $40,000.00; and any and all retirement benefits held in her name, free and clear of any right, title or interest of Husband.

F. Expenses and Debts

Wife shall be solely responsible for the following debts, and she shall hold Husband harmless thereon.

1. The Capital One credit card, estimated amount owed $500.00;
2. The Chase credit card, estimated amount owed $200.00;
3. Any and all debts held in her name alone.

Husband shall be solely responsible for the following debts, and he shall hold Wife harmless thereon.

1. The Citi credit card, estimated amount owed $200.00;
2. The HSBC credit card, estimated amount owed $400.00;
3. Any and all debts held in his name alone.

V. Spousal Support

The parties agree that Husband shall pay Wife alimony $100.00 per month beginning January 1, 2011 and ending January 1, 2012.

VI. Restoration of Name

Wife requests that she be restored to her maiden name, Jane Jones.

VII. Disclosure

Each party has made a full and correct representation of his or her current financial status by affidavit duly executed and delivered.

VIII. Tax Returns

In the event that there should be assessed any taxes, penalties, or interest arising out of the filing of any joint tax returns for any year in which joint returns have been filed in the past, the parties shall share equally in such taxes, penalties, or interest.

IX. Mutual Release

Except as otherwise provided herein, each party completely and forever releases the other party from any and all rights each has or may have:

1. To past, present and future support from the other;
2. The division of property in the estate of the other;

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3. To dower rights in the estate of the other, past, present or future including, but not limited to, real estate acquired subsequent to this Agreement;
4. To act as administrator or executor in the estate of the other;
5. As legatee or devisee in the last will and testament of the other;
6. To any statutory distributive share in the estate of the other;
7. To statutory exemptions, statutory mansion house rights, and statutory years' allowance in the estate of the other; and, to any other property, privileges, or benefits to the other by virtue of the marriage; and,
8. To rights, claims, demands or causes of action that each may now have arising out of their marriage, or from any other act, agreement, or cause whatsoever occurring prior to the date of this Agreement.

X. Incorporation Into Decree

This Agreement or any amendment thereto shall be submitted to any court in which a Petition for Dissolution of Marriage has been filed or in which an action for divorce has been filed, and if found by the court to be fair and equitable and approved or validated by the court, shall be incorporated into the Final Decree of said court.

XI. Modification and Waiver

A. This Agreement shall not be modified or amended without the written consent of both parties or by further order of the court.

B. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

XII. Applicable Law

All of the provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

XIII. Severability

If any provision or clause of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement.

XIV. Enforcement

In the event legal proceedings are instituted to enforce performance of any terms of this Agreement, and it is determined by the court that one of the parties has violated the terms of this Agreement without just cause, then the prevailing party shall be entitled to

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payment by the other party of the whole or part of his or her reasonable costs in the proceedings (including attorneys fees) as they should be determined by the court. Such expenses shall not be awarded when the conduct of the party found to be at fault was based upon his or her good faith interpretation of the terms of this Agreement.

XV. Implementation of Agreement

A. Upon execution of this Agreement, each party acknowledges that he or she has received possession of all items of property to which he or she is entitled under the terms of this Agreement as except as provided herein.

B. Within seven (7) days after journalization of a decree of dissolution of marriage of the parties incorporating this Agreement or amendment or modification thereof, each party shall execute and deliver all conveyances, titles, certificates and other documents or instruments necessary and proper to effectuate all the terms of this Agreement.

XVI. Entire Agreement

The parties have incorporated herein their entire understanding. There are no representations, warranties, covenants, or undertakings other than those expressly set forth herein. No oral statements or prior written matter extrinsic to this Agreement shall have any force or effect. Each party acknowledges that he or she fully understands the terms hereof, and each acknowledges that he or she is signing this Agreement freely and voluntarily.

XVII. Equal Division

The parties acknowledge that they are entitled to an equal division of marital property in accordance with R.C. 3105.171, and further acknowledge that they believe that the division of marital property provided for in this Agreement is equal.

XVIII. Effective Date

This Agreement shall be effective upon the date last signed by a party.

Date: _____

John Doe, Petitioner

Date: _____

Jane Doe, Petitioner

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STATE OF _____)
COUNTY OF _____)

I HEREBY CERTIFY that on this _____ day of _____, 20__, before me, the subscriber, a Notary Public of the State of _____, in and for _____ County aforesaid, personally appeared John Doe, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC
My commission expires:_____

STATE OF _____)
COUNTY OF _____)

I HEREBY CERTIFY that on this _____ day of _____, 20__, before me, the subscriber, a Notary Public of the State of _____, in and for _____ County aforesaid, personally appeared Jane Doe, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC
My commission expires:_____

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