

IN THE DISTRICT COURT OF HOLT COUNTY, NEBRASKA

MARY MARIE HART,

Petitioner,

vs.

BRENT RANDALL HART,

Respondent.

Case No. CI02-149

**DECREE OF DISSOLUTION
OF MARRIAGE**

DATE OF FINAL HEARING: December 2, 2003.

DATE OF RENDITION: December 10, 2003.

DATE OF ENTRY: See court clerk's file-stamp date.

This matter came on for final hearing. The petitioner appeared personally and was represented by Forrest F. Peetz, and the respondent appeared personally and was represented by Scott A. Gray. A trial was had to the Court. The matter was taken under advisement.

NOW, effective upon the date of filing of this decree by the court clerk (the date of "entry" of decree), the Court, being fully advised in the premises, hereby finds, orders, adjudges and decrees as follows:

1. **JURISDICTION:** At filing, the petitioner resided in this county and now resides in this county. The petitioner resided in Nebraska for more than one year prior to filing. More than 60 days have passed since personal service was perfected or a voluntary appearance was entered. Neither party is now a party to any other pending action in any court for divorce, legal separation, or dissolution of marriage. Neither party is a member of the Armed Forces of the United States or any of its allies. The Court has jurisdiction of both parties and the subject matter of this action.

2. **MARRIAGE:** The petitioner and the respondent were married on November 2, 1996, in the City of South Lake Tahoe, El Dorado County, California.

3. **DISSOLUTION:** All reasonable efforts to reconcile have been made and there is no reasonable possibility of reconciliation. The marriage is irretrievably broken and should be, and hereby is, dissolved. This decree becomes final and operative after

30 days from date of entry, except for purposes of appeal and except that neither party may remarry (other than to each other) for six months from date of entry and the parties are deemed as married for health insurance purposes during such six month period. If either party dies prior to expiration of such time periods, the decree becomes final as of the date of entry.

4. **ISSUES TRIED AND STIPULATED:** The parties were unable to agree as to certain issues and a trial was had on such issues. The written stipulations in the joint property statement received as Exhibit 4 are fair and reasonable in all respects and are not unconscionable, and are hereby approved, and the findings and orders hereinafter made incorporate such stipulations insofar as they go, and the Court determines the other issues upon the evidence presented.

5. **PAYMENTS:**

A. **No credit shall be allowed** for any payments required to be paid to the Clerk of the District Court or to the State Disbursement Unit and which are not paid to the proper officer. All references to the court clerk or Clerk of the District Court shall mean the Clerk of the District Court of Holt County, Nebraska.

B. All payments of **property settlement, child care expenses, attorneys fees, and/or costs** ordered in this decree shall be paid to the **Clerk of the District Court** for disbursement to the person entitled to receive the same.

C. All payments of **child support** and/or **medical support** ordered in this decree shall be paid to the **State Disbursement Unit** for disbursement to the person entitled to receive the same.

6. **PETITIONER'S PROPERTY:** The petitioner's sole and separate property, subject to encumbrances unless otherwise provided herein, shall consist of:

A. All of the property now in the petitioner's possession except as specifically awarded to the respondent herein.

B. All of the parties' right, title and interest in and to the West Half of Section 11, Township 29 North, Range 15 West of the 6th P.M. in Holt County, Nebraska.

C. The court's determination of the value accruing to petitioner of the marital improvements made by the parties and invested in the petitioner's otherwise

nonmarital real estate in Section 11 has been shown as marital property and included in the calculations on Appendix "D."

D. All of the parties' right, title and interest in and to Lots 6 and 7, Block 10, Hallock's Second Addition to the Village of Stuart, Holt County, Nebraska.

E. All of the parties' right, title and interest in and to Lots 6 and 7, Block 1, Tuller and McNichols Addition to the City of Atkinson, Holt County, Nebraska.

F. The items of tack (saddles, bridles, halters, etc.) acquired by petitioner before the marriage.

G. The horses: Doc Reilena ([deleted]), Kelly's Trigger ([deleted]), Lady Poco Rambler ([deleted]), Bar J King Tari ([deleted]), Brenner's Babe ([deleted]), Iron Halo ([deleted]), Sheeza Black Chick ([deleted]), No Doubt Sophia ([deleted]).

H. 2001 Dodge 1500 quad cab 4x4 pickup truck.

I. 1995 Circle J Conquest horse trailer.

J. 1961 John Deere tractor and loader.

K. The court accepts the petitioner's testimony regarding the use of the cattle sales proceeds to pay marital debts and to pay living expenses of petitioner and the minor child during the pendency of the action, and does not include any portion thereof for division.

7. **RESPONDENT'S PROPERTY:** The respondent's sole and separate property, subject to encumbrances unless otherwise provided herein, shall consist of:

A. All of the property now in the respondent's possession except as specifically awarded to the petitioner herein.

B. The items of tack (saddles, bridles, halters, etc.) acquired by respondent before the marriage. The petitioner shall marshal those items of the respondent's tack in petitioner's possession, and make such items available for delivery to the respondent at the petitioner's rural residence within 60 days after the date of entry of this decree.

C. 1999 Montana 2850 RV, VIN [deleted].

D. 2001 Exiss XT306 gooseneck horse trailer.

E. All of the parties' guns. The petitioner shall marshal any guns in petitioner's possession and make such items available for delivery to the respondent at the petitioner's rural residence within 60 days after the date of entry of this decree.

F. The horse: Jake (not registered).

G. 2003 Dodge quad cab 4x4 pickup truck.

8. **DEBTS:** The indebtedness of the parties shall be paid as follows:

A. Each party shall pay the debts incurred by that party personally since the separation on September 14, 2002.

B. The petitioner shall pay the following: (1) the debt to Chrysler Financial secured by petitioner's pickup truck; (2) the Chase MasterCard account #[deleted]; (3) the Citi Card account #[deleted]; (4) the MBNA American Quarter Horse credit card account #[deleted]; and (5) any debts to petitioner's parents.

C. The respondent shall pay the following: (1) the debt to Bank of America secured by respondent's pickup truck; (2) the debt to Wells Fargo on respondent's gooseneck trailer; (3) the debt to US Bank on respondent's 1999 Montana 2850 RV; (4) the Citi Card account #[deleted]; and (5) the Bank of America VISA credit card account.

D. Each party shall indemnify and hold the other party harmless of all liabilities such party is required to pay and of all debts encumbering property such party receives.

E. The court accepts the respondent's testimony that the termination of the health insurance coverage provided to the petitioner was occasioned by the termination of respondent's employment and was not a voluntary termination by the respondent. Accordingly, the court does not include in the calculations of marital property and debts and division of property any amounts attributable to medical expenses paid by the petitioner after such termination.

9. **PROPERTY SETTLEMENT:**

A. The petitioner shall pay to the court clerk for disbursement to the respondent as property settlement the total sum of \$24,129.00, less the offset of \$2,200.00 of attorneys' fees set forth below, or a balance of \$21,929.00, to be paid in full on or before:

(1) 180 days after the date of entry of this judgment if no appeal is timely perfected from this judgment; or,

(2) 30 days after the date of entry of judgment upon the mandate of the appellate court if appeal is timely perfected from this judgment.

B. The judgment shall bear interest at the judgment rate (see “JUDGMENT” paragraph below) from the date of entry until paid, whether or not appeal is perfected.

C. The calculations utilized in determining the amount of property settlement are set forth on Appendix “D” attached hereto and incorporated herein by reference.

10. **ALIMONY:** Neither party shall pay any alimony to the other party.

11. **COSTS AND ATTORNEYS’ FEES:** The respondent shall pay attorneys’ fees for the benefit of petitioner’s attorney of \$2,200.00, in addition to any temporary allowance for such fees, taxed as additional costs. The judgment for attorneys’ fees shall be satisfied by offset against the property settlement judgment in favor of respondent as set forth above. Except to the extent of such attorneys’ fees, each party shall pay his or her own taxable costs.

12. **CHILDREN:**

A. There is no entry concerning any minor child affected by this action in the Nebraska Child Custody Jurisdiction Act Registry of the Court, and this Court has jurisdiction of the minor child of the parties to this action, as follows:

Hannah Marie Hart, born on August 18, 1999.

B. The petitioner is awarded the care, custody and control of the minor child of the parties, subject to reasonable rights of reasonable visitation and correspondence in the respondent. Until the respondent establishes a permanent residence and complies with the information reporting requirement set forth below, the petitioner may limit such visitation to supervised visitation in the presence of the petitioner or other supervisor designated by the petitioner. During any visitation, the respondent shall not engage in smoking, excessive alcohol use, or use or possession of any controlled substances except by prescription from a licensed physician. The petitioner shall **not** limit, monitor, or otherwise interfere with written correspondence by the respondent with

the minor child and gifts delivered transmitted by the respondent to the minor child. The petitioner shall **not** interfere in any way with telephonic visitation between the respondent and the minor child, and shall include in the information reporting required below the petitioner's current telephone number from time to time and shall positively assure that such number is working and that the child is available for all telephone visitations permitted by Appendix "A."

C. Appendix "A," Supplemental Order for Custody, etc., attached is incorporated into this Decree, and the parties are directed to comply therewith, except as limited by paragraph B above.

13. **CHILD SUPPORT:**

A. The respondent is ordered to pay child support to the State Disbursement Unit, for distribution to the petitioner, at the rate of \$687.00 per month. Such payments shall commence on the first day of the month following the date of entry of this decree, and continue in a like amount on the first day of each month thereafter until each child reaches majority under Nebraska law, becomes emancipated, becomes self-supporting, marries, or dies, or until the further order of the Court.

B. The amount of delinquent temporary support was preserved and enforced by indirect civil contempt coercive order issued at the conclusion of the trial.

C. Delinquent child support installments shall bear simple interest at the judgment rate (see "JUDGMENT" paragraph below) from thirty (30) days after date of delinquency until paid.

D. The child support amount has been determined pursuant to the Nebraska Child Support Guidelines, and the findings of the parties' incomes and calculations under the guidelines used in determining the amount of support are set forth on Appendix "B" attached hereto.

E. Pursuant to guideline N, the respondent shall also be required to pay child-care expenses of \$167.00 per month to the court clerk for disbursement to petitioner. The first installment shall be paid on the first day of January, 2004, and a like installment on the first day of each month thereafter until further order. This amount has already been reduced by the amount of applicable child care credit.

14. **SOCIAL SECURITY NUMBERS:** The social security numbers of the parties and all minor children are set forth on Appendix "B" attached.

15. **WITHHOLDING & ENFORCEMENT (MANDATORY):**

A. The income of the party obligated to pay support shall be subject to income withholding, which shall be implemented pursuant to the Income Withholding for Child Support Act.

B. In the event that such party fails to pay any child, medical, or spousal support payments, as such failure is certified each month by the State Disbursement Unit, in cases where court-ordered support is delinquent in an amount equal to the support due and payable for a one-month period of time, such party may be required to appear before this Court on a date to be determined by the Court and show cause why such payment was not made. In the event such party fails to pay and appear as so ordered, a warrant shall be issued for such party's arrest.

16. **INCOME TAX EXEMPTION:** The petitioner shall be entitled to claim the minor child for dependency exemption purposes for federal and state income taxes.

17. **HEALTH INSURANCE:**

A. There is no health insurance for the minor child presently provided or available through the employment of either party. Within 30 days of the entry of this decree, the custodial parent shall file an affidavit, supported by oath or affirmation, that the custodial parent has obtained or officially applied for insurance coverage for each minor child through the Kids Connection program. If health insurance coverage becomes available through the respondent's employment, the respondent shall provide health insurance coverage on the minor child until the obligation of support terminates as above set forth, so long as such coverage is provided through such party's employment.

B. Any reasonable and necessary health care expenses incurred for a minor child for whom the obligation of support has not terminated and which are not reimbursed by insurance shall be paid as follows:

(1) The custodial parent shall pay all such expenses included in the first \$480.00 of unreimbursed health care expenses for the minor child for each calendar year.

(2) After satisfaction of the paragraph (1) requirement, the amount of any such expenses shall be paid 29.51% by the petitioner and 70.49% by the respondent.

(3) Notwithstanding paragraphs (1) and (2) above, if any such expenses are not reimbursed because of the negligent or intentional failure of a party to provide required insurance, the party failing to provide insurance shall be responsible to pay the portion of such expenses that would have been paid by the required insurance.

C. The health insurance policy information necessary to comply with the reporting requirement hereinafter set forth shall include, at a minimum, the following: (1) insurance company name and address; (2) policy number (for group policy, both group number and individual identifying number); (3) policy holder name (for group policy, both group name and individual name); (4) policy holder's social security number; and, (5) name, address, and telephone number of any person or entity (such as an employer) with which claims are to be filed or reported.

18. **REPORTS:** BOTH PARTIES shall be required to furnish the Clerk of the District Court for this county, in writing, with such party's address (including specific street address or other physical location, in addition to mailing address), telephone number, and social security number, the name and address of such party's employer, whether or not such person has access to employer-related health insurance coverage and, if so, the health insurance policy information, and any other information that the Court shall deem relevant until any judgment for alimony, child support, property settlement, attorneys fees, and/or costs, herein made are paid in full. Each party shall also be required to advise the Clerk of any changes in such information between the time of entry of this Decree and payment of the judgment in full, within ten (10) days after the effective date of such change. Failure to comply with the provisions of this section shall be punishable by contempt.

19. **DOCUMENTATION:** Each party is ordered to execute and deliver to the other party such documents as will be necessary to transfer all of the interest of the party not receiving the property to the party who shall receive the particular property under this Decree. In the event that any party fails to execute and deliver such documents within thirty (30) days of this Decree, this Decree shall have the effect of a

conveyance and/or release under NEB. REV. STAT. § 25-1304, as amended, with the same effect as though the appropriate documents of conveyance or release had been executed and delivered in conformity with this Decree.

20. JUDGMENT:

A. Judgment is hereby entered against respondent and in favor of petitioner for child support, child care, attorneys' fees, and costs as above set forth.

B. Judgment is hereby entered against petitioner and in favor of respondent for property settlement as above set forth.

C. The judgment rate applicable as of the date of entry of this decree is 3.027% per annum.

21. NAME CHANGE: Pursuant to NEB. REV. STAT. § 42-380 and the request of such party, the name of the petitioner is hereby changed from Mary Marie Hart, such party's former name, to Mary Marie Slaymaker-Hart, the name of such party after entry of this decree. The change of name shall be effective as of the date of entry of this decree.

IT IS THEREFORE ORDERED that the parties to this action shall fully comply with the above findings and orders.

Signed in chambers at **Ainsworth**, Nebraska, on **December 10, 2003**;

BY THE COURT:

DEEMED ENTERED upon file stamp date by court clerk.

If checked, the court clerk shall:

- Mail a copy of this order to all counsel of record and any pro se parties.
Done on _____, 20____ by _____.
- If not already done, immediately transcribe trial docket entry dictated in open court.
Done on _____, 20____ by _____.
- Note the decision on the trial docket as: [date of filing] **Signed "Decree of Dissolution of Marriage" entered.**
Done on _____, 20____ by _____.
- Mail postcard/notice required by § 25-1301.01 within 3 days.
Done on _____, 20____ by _____.
- Enter judgment on the judgment record.
Done on _____, 20____ by _____.

William B. Cassel
District Judge

Mailed to: