



MISC 2017010923



FEB 09 2017 12:29 P 14

Fee amount: 88.00  
FB: 59-32930  
COMP: BW

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
02/09/2017 12:29:15.00



2017010923

**DECREE OF DISSOLUTION**

**RETURN TO:**  
**DRI Title & Escrow**  
**13057 W. Center Rd., Ste #1**  
**Omaha, NE 68144**

**\*\*\*Do not detach\*\*\***  
**For Recording Purposes Only**

***LEGAL DESCRIPTION:***

***SEE ATTACHED EXHIBIT "A"***

1541895-1218061

71

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

CINDY L. MURANTE,

Plaintiff,

vs.

JOHN M. MURANTE,

Defendant.

DOC. 1038

NO. 427

DECREE  
OF DISSOLUTION

FILED  
JOURNAL CLERK  
JAN 18 2006  
CLERK DISTRICT COURT

On the 13 day of ~~December~~ <sup>January</sup>, 2005, this matter came before the Court on the Complaint for Dissolution of Marriage filed by CINDY L. MURANTE, Plaintiff herein, the Cross-Complaint for Dissolution of Marriage filed by JOHN M. MURANTE, Defendant herein, and the evidence relative thereto. Defendant appeared personally, and with his attorney, H. Jerome Kinney. Plaintiff, who was represented by Adam E. Astley of LIEBEN, WHITTED, HOUGHTON, SLOWIACZEK & CAVANAGH, P.C., L.L.O., did not appear, but received notice of this Hearing and approved of this Decree.

This matter had originally been scheduled for trial on December 1, 2005, commencing at 9:00 A.M. Prior to the date of trial, counsel for the parties advised the Court that all matters in dispute have been resolved, and that both parties approved this Decree of Dissolution and the property settlement agreement contained herein.

The Court, being duly informed in the premises now finds and ORDERS as follows:

1. Plaintiff was a resident of Omaha, Douglas County, Nebraska at the time that these proceedings were filed, and both parties were residents of the State of Nebraska for at least one (1) year immediately prior to the filing of the Complaint for Dissolution of Marriage herein, with the intention of making Nebraska their permanent home.
2. The Court has jurisdiction over the parties hereto and the subject matter hereof.
3. More than 60 days have passed since Defendant filed a Voluntary Appearance, and accordingly the mandatory waiting period prescribed by Neb. Rev. Stat. § 42-363 (Reissue 1998) has passed.
4. The parties were married in Omaha, Douglas County, Nebraska on February 24, 1979.



5. The parties are the parents of three children, however, no children were minors at the time of the filing of the Complaint for Dissolution herein, and no children will be affected by these proceedings.
6. Neither the Plaintiff nor the Defendant is a party to any other pending action for divorce, separation or dissolution of marriage, either in this State or elsewhere.
7. Neither the Plaintiff nor the Defendant is a member of the Armed Forces of the United States of America, nor has either party been ordered to report for induction therein.
8. The Court has determined from the testimony and evidence adduced that there is sufficient evidence that reconciliation of the marriage between the Plaintiff and the Defendant cannot be made; that the marriage of the parties is irretrievably broken; that the marriage should be dissolved; and that a Decree of Dissolution should be entered.
9. The Court further finds that the parties, with the assistance of counsel, have entered into a Settlement Agreement pursuant to Neb. Rev. Stat. § 42-366 (Reissue 1998), which agreement contains provisions for the distribution of real and personal property, retirement and deferred compensation plans; cash and savings accounts; debts; attorney's fees and court costs; and all other matters relevant to the parties pursuant to the dissolution proceeding. The Court has examined the parties' agreement, and finds the same to be fair, just, and not unconscionable, and hereby approves of the Agreement. The parties' agreement is recited as follows:
  - a. **Titles.** Plaintiff may also be referred to as the Wife, and Defendant may also be referred to as the Husband.
  - b. **Jurisdiction.** The parties submit themselves to the jurisdiction of the Court, and the Court finds that it has jurisdiction over the parties and the subject matter of this action, now and in the future.
  - c. **Exemptions For Tax Purposes.** Although the parties' children are no longer minors, to the extent that any of the children may be claimed as an exemption for tax purposes, said exemptions shall be divided in accordance with the provisions of this sub-paragraph. For as long as two children are

eligible to be claimed as exemptions, each party shall take one exemption and corresponding deductions on their federal and state tax returns. When only one child remains eligible to be claimed as an exemption, the parties shall alternate the exemption with Plaintiff taking the exemption and corresponding deduction in odd-numbered years and Defendant taking the exemption and corresponding deduction in even-numbered years. In the event that three children are eligible to be claimed as exemptions, the parties shall each take one exemption and corresponding deduction, and the third child shall be alternated as is set forth in the previous sentence.

- d. *Alimony*. Neither party shall be awarded alimony, one to the other. Both parties acknowledge that by waiving a claim for alimony at this time, they will be forever precluded from seeking a modification of this Decree to grant them an award of alimony.
- e. *Health and Medical Insurance*. Defendant shall maintain health and medical insurance on Plaintiff for six months following the entry of this Decree of Dissolution. Additionally, Defendant shall cooperate with his employer and Plaintiff in order to assist Plaintiff in receiving health insurance benefits which may be available to her by virtue of the COBRA legislation. In the event that Plaintiff elects COBRA coverage, she shall do so at her sole and separate expense.
- f. *Unreimbursed Medical Expenses*. Each party shall be solely responsible for all medical expenses incurred for their own treatment and not covered by insurance. Each party shall indemnify and hold the other harmless from any liability arising out of such expenses.
- g. *Real Estate*.
  1. *Parties' Residences*. During the pendency of these proceedings, the parties have sold the marital home, and acknowledge that the net proceeds have been evenly divided, with each party receiving approximately \$146,000. Each party has used their share of the proceeds to purchase a new home. Accordingly, each party shall be

awarded the home that they presently occupy to be theirs absolutely free and clear of any claim by the other.

59-32930 i. As to the Plaintiff. Plaintiff shall be awarded her home, commonly known as 1206 N 131<sup>st</sup> Avenue, Omaha, Douglas County, Nebraska 68154, and legally described as: RIDGEFIELD 1ST LOT 63 BLOCK 0 IRREG, OMAHA, DOUGLAS COUNTY, NEBRASKA, to be hers absolutely free and clear of any claim by Defendant. Defendant shall execute a quitclaim deed to said property within thirty (30) days of the entry of this Decree.

0C-29204 ii. As to the Defendant. Defendant shall be awarded his home, commonly known as 17866 Harney Street, Omaha, Douglas County, Nebraska 68118, and legally described as PACIFIC SPRINGS REP FOUR\* LOT 1 BLOCK 0 IRREG, to be his absolutely free and clear of any claim by Plaintiff. Plaintiff shall execute a quitclaim deed to said property within thirty (30) days of the entry of this Decree.

Each party shall pay the mortgage on their respective home, and shall indemnify and hold the other harmless therefrom.

2. Hayward Place Property. The parties hold legal title to a condominium located in Lincoln, Lancaster County, Nebraska, for the benefit of their three children. Said condominium is commonly known as 1223 North 9<sup>th</sup> Street, Lincoln, Lancaster County, Nebraska 68508, and is legally described as HAYWARD PLACE CONDOMINIUM UNIT #112, LINCOLN, LANCASTER COUNTY, NEBRASKA. This property is valued at \$65,000 and is subject to indebtedness in the amount of \$41,000. This property shall be awarded to Plaintiff to be hers absolutely free and clear of any claim by Defendant, and subject to any indebtedness thereon, which Plaintiff shall pay, and from which Plaintiff shall indemnify, and hold Defendant harmless.

3. *Investment Property.* The parties are investors in certain parcels of real estate. The parties' entire interest in the following properties shall be awarded to Defendant to be his absolutely free and clear of any claim by Plaintiff, and subject to any encumbrance thereon, which he shall pay, and from which he shall indemnify, and hold Plaintiff harmless. Plaintiff shall, within thirty (30) days of the entry of this Decree, execute all documents needed to transfer all of the parties' interest in the below properties to Defendant, including any interest in any entities controlling or owning said properties.
- i. Commercial property commonly known as 5622 Ames Ave., Omaha, Douglas County, Nebraska 68104, and legally described as: BENSON HEIGHTS LOT 88 BLOCK 0 W 156 N 96.5 FT LT 87 & -EX S 29.5 E 150, OMAHA, DOUGLAS COUNTY, NEBRASKA. This property is valued at \$600,000, subject to debt in the amount of \$560,000. The equity in the parties' 50% interest in said property is valued at \$20,000.
  - ii. "South Omaha City Hall" commonly known as 5006 South 24<sup>th</sup> Street, Omaha, Douglas County, Nebraska, 68107, and legally described as:  
SOUTH OMAHA CITY LOTS LOT 1 BLOCK 84 N 60 X 150  
SOUTH OMAHA CITY LOTS LOT 2 BLOCK 84 N 36 36 X 150. This property is valued at \$550,000, subject to debt in the amount of \$300,000. The equity in the parties' 12.5% interest is valued at \$25,000.
  - iii. Residential property commonly known as 2619 Rees Street, Omaha, Douglas County, Nebraska 68105, and legally described as follows: HICKORY PLACE LOT 3 BLOCK 0 E 27.5 W 88.5 27.5 X 55. This property is valued at \$32,000, and is not subject to any indebtedness. The parties' 33.3% interest is valued at \$10,666.66.

h. Household Goods, Furniture, Furnishings & Personal Effects.

As to the Plaintiff. Plaintiff shall be awarded all household goods, furniture, furnishings and personal effects that are in her possession at the time of the entry of the Decree, which shall include but not be limited to, clothing, memorabilia, jewelry, toiletries, nick-knacks, linens, etc. to be hers absolutely, free and clear of any claim by Defendant.

As to the Defendant. Defendant shall be awarded all household goods, furniture, furnishings and personal effects in his possession at the time of the entry of the Decree, which shall include but not be limited to, clothing, memorabilia, jewelry, toiletries, nick-knacks, linens, etc., in his possession, to be his absolutely, free and clear of any claim by Plaintiff.

Each party acknowledges by execution of this Decree that they have all personal property to which they are entitled, and that neither will make any claim against the other for property in the other's possession.

i. Photos and Home Movies. Each party shall grant the other access to all photos, albums, home movies, and other family memorabilia in their possession so that the other may, at their own expense, have duplicates made.

j. Motor Vehicles. Neither party owns the motor vehicle currently in their possession, as both parties have access to company-supplied vehicles. To the extent that any marital interest exists in vehicles in the possession of the parties' children, the party claiming said interest shall transfer title to said vehicle to the child having control thereof to be the child's absolutely free and clear of any claim by either of the parties hereto.

k. Retirement, Pension, Deferred Compensation & IRA Accounts:

1. As to the Plaintiff. Plaintiff shall be awarded her Stifel Nicolaus IRA account to be hers absolutely free and clear of any interest by Defendant. Plaintiff's IRA shall be identified as Account No. xxxx-3110, and having a balance of approximately \$5,275.

2. As to the Defendant. Defendant shall be awarded his two Stifel Nicolaus IRA accounts to be his absolutely free and clear of any

interest by Plaintiff. Defendant's IRA's shall be identified as Account No.'s xxx-3133 and xxx-3155, having approximate balances of \$35,360 and \$106,833 respectively. Defendant shall also be awarded his U.S. Gambro Companies 401(k) account, and his U.S. Gambro Companies Voluntary Deferral Plan Account, having approximate balances of \$84,749 and \$28,664 respectively.

- l. Stocks, Bonds, etc. The parties are the owners of the following brokerage accounts, mutual funds, and annuities:

<b>Institution:</b>	<b>Account No:</b>	<b>Balance 9/30/04:</b>
Stifel Nicolaus	xxxx-3153	\$69,034
Manulife Life Ins. Co.	xxx8457	\$14,653
Vanguard	xxxxxxxxxxxx9114	\$7,793

The parties estimate that at the time of the signing of this Decree, that the above accounts have a combined value of approximately \$90,000. Plaintiff shall be awarded 60% of the value of each of the above-referenced accounts dated as of November 30, 2005 (the "Valuation Date") to be hers absolutely free and clear of any claim by Defendant. Plaintiff's portion of said accounts shall be distributed to her in-kind, and shall reflect, as nearly as possible, the proportion of investments found in the parties' accounts valued as of the Valuation Date, and she shall also receive any appreciation, depreciation, or other investment activity on her portion of the account after the Valuation Date. The remainder of the above-referenced accounts which is not awarded to Plaintiff shall be awarded to Defendant to be his absolutely free and clear of any claim by Plaintiff. The parties intend that the distribution of securities and other assets held in the above-referenced accounts shall be a distribution of property incident to divorce as contemplated by 26 U.S.C. § 1041, and shall not be taxable nor deductible to either party.

- m. Stock in Big Fred's Pizza, Inc. Plaintiff shall be awarded her stock in Big Fred's Pizza, Inc., to be her sole and separate property, absolutely free and clear of any claim by Defendant. Defendant shall and does hereby release and forever discharge Big Fred's Pizza, Inc., Big Fred's Franchise, Inc., as



well as both entities' predecessors, successors, affiliates, related companies, parents, subsidiaries, partnerships, assigns, and each of their past, present and future directors, officers, stockholders, owners, partners, agents, employees and attorneys, jointly and severally, from any and all manner of actions, causes of action, suits, debts, sums of money, contracts, controversies, agreements, promises, remedies, claims and demands whatsoever, known and unknown, both at law and in equity, which Defendant ever had or now has, by virtue of law, equity, contract, marriage, or otherwise, against the above-named parties in any way relating to Defendant's rendering services for, association with, or employment for either entity.

- n. **Checking and Savings Accounts**. Each party shall be awarded any savings accounts or checking accounts, in their name only to be theirs absolutely free and clear of any claim by the other.
- o. **Cash on Hand**: Each party shall be awarded any cash or other currency currently in their possession to be theirs absolutely free and clear of any claim by the other.
- p. **Marital Debts**: There are no marital debts. Each party shall pay all indebtedness owed in their own name, and shall indemnify and hold the other harmless therefrom.
- q. **Cash Value Life Insurance**. Each party shall be awarded their Continental General Life Insurance Policy, each having a cash value of approximately \$80,000, to be theirs absolutely free and clear of any claim by the other.
- r. **Burial Plot**. Plaintiff shall be awarded the parties' joint burial plot located in Resurrection Cemetery, identified as St. Gabriel Corridor, Row B, Crypt No's 25 and 27.
- s. **Plaintiff's Maiden Name**: Plaintiff shall have her maiden name restored to her, so that she is now known as CINDY LU BRUNING.
- t. **Attorney's Fees and Costs**. Each party shall be responsible for their own attorney fees and costs, and shall indemnify and hold the other harmless therefrom.

- u. *Income Tax Return for Tax Year 2005:* The parties shall file separate income tax returns for 2005, and for all years thereafter.
- v. *Prior Years' Tax Returns.* Neither party will file amended tax returns for prior years without receiving the written consent of the other party, which consent shall not be unreasonably withheld.
- w. *Full Disclosure:* Each party expressly warrants that they have fully disclosed all property (real, personal, or mixed), and all debt for which they are an obligor, to the other, and that this Decree of Dissolution divides all property owned by the parties.
- x. *Advice of Counsel.* Each of the parties expressly certifies that they have agreed to resolve all of the matters currently in controversy upon mature consideration and after ample opportunity to seek the advice of counsel. Each party acknowledges that they are aware that their respective attorneys have prepared for trial on all issues, and that settlement was a more advantageous solution rather than trying this matter to the Court.
- y. *Necessary Documents.* Each of the parties shall execute and deliver to the other party any documents that may be reasonably required to accomplish the intent of this Agreement. In the event either party shall fail to comply with the provisions of this paragraph within thirty (30) days hereof, this Agreement shall constitute an actual grant, assignment and conveyance of the property and rights in each manner and with such force and effect as shall be necessary to effectuate the terms of this Agreement.
- z. *Waiver of Breach.* No waiver of any breach by either party of the terms of this Decree shall be deemed a waiver of any subsequent breach. No modification of this Decree or any Agreement found herein shall be binding upon either of the parties unless reduced to writing and subscribed by both parties, unless ordered by the Court.
- aa. *Captions.* Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Decree or any provision hereof.

bb. ***Interpretation.*** No provision in this Decree is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** by the Court that the marriage of CINDY L. MURANTE and JOHN M. MURANTE, which marriage was entered into on the 24<sup>th</sup> of February, 1979 in Omaha, Douglas County, Nebraska, shall be and is hereby dissolved.

Pursuant to Neb. Rev. Stat. § 42-372.01, as amended, this Decree becomes final and operative except for the purposes of review by appeal, remarriage and continuation of health insurance coverage, thirty (30) days after the Decree is entered or on the date of death of one of the parties to the dissolution, whichever occurs first. If the Decree becomes final and operative upon the date of death of one of the parties to the dissolution, the Decree shall be treated as if it became final and operative the date it was entered.

For the purpose of review by appeal, the Decree shall be treated as a final Order as soon as it is entered. If an appeal is instituted within thirty (30) days after the date the Decree is entered, the Decree does not become final until such proceedings are finally determined or the date of death of one of the parties to the dissolution, whichever occurs first.

For the sole purposes of remarriage and continuation of health insurance coverage, the Decree shall become final and operative six (6) months after the Decree is entered or on the date of the death of one of the parties to the dissolution, whichever occurs first. Neither the Plaintiff nor the Defendant may remarry anyone, anytime, any place until the expiration of said 6-month period from the execution of this Decree by the Court, each of them being under a legal, total and complete disability to do so.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** by the Court that the parties, and each of them, are ordered and directed to abide by all of the terms and conditions of their Agreement as hereinabove set forth in this Decree. The terms of said Agreement as above set forth shall be enforced by all remedies available for the enforcement of a judgment, including contempt proceedings, pursuant to Neb. Rev. Stat. § 42-366 (5) (Reissue 1998).

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** by the Court that the parties, and each of them, shall execute any and all documents necessary or proper to fulfill the terms and/or requirements of their Agreement as hereinabove set forth.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** by the Court that should the parties, or either of them, fail, refuse or neglect within thirty (30) days from the date of the execution of this Decree by the Court to execute or deliver any document necessary or required to carry out and fulfill the terms of their Agreement as above set forth in this Decree, then this Decree shall have the same operation and effect as such necessary document.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** by the Court that the Defendant shall inform the Clerk of the District Court whether or not such person has access to employer-related health insurance coverage and, if so, shall furnish to the Clerk of the District Court the health insurance policy information; and shall furnish to the Clerk of the District Court his address, telephone number, social security number, the name of his employer and such other information the Court may deem relevant until such judgment for the payment of money by the Defendant shall be paid in full and the provision for insurance shall be met. The Defendant shall advise the Clerk of the District Court of Douglas County, Nebraska, of any changes in such information between the time of the entry of this Decree and the payment of the judgment in full. In the event the Defendant fails to provide such information or such changes herein, this provision shall be enforceable by the contempt powers of the Court.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Plaintiff shall have her maiden name restored to her, and shall hereinafter be known as CINDY LU BRUNING.

SIGNED this 13 day of January, 2006.

BY THE COURT:

  
\_\_\_\_\_  
DISTRICT COURT JUDGE

APPROVED AS TO FORM AND CONTENT AND I RESPECTFULLY REQUEST THAT  
THE COURT ENTER THIS DECREE OF DISSOLUTION:

  
\_\_\_\_\_  
CINDY L. MURANTE,  
Plaintiff

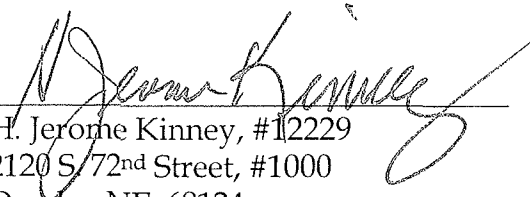
APPROVED AS TO FORM AND CONTENT AND I RESPECTFULLY REQUEST THAT  
THE COURT ENTER THIS DECREE OF DISSOLUTION:

  
\_\_\_\_\_  
JOHN M. MURANTE,  
Defendant

**Prepared and Submitted By:**

Adam E. Astley, #22853  
LIEBEN, WHITTED, HOUGHTON,  
SLOWIACZEK & CAVANAGH, P.C., L.L.O.  
100 Scoular Building, 2027 Dodge Street  
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Attorney for Plaintiff

**Approved as to Form and Content:**

  
\_\_\_\_\_  
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Omaha, NE 68124  
(402) 397-1250  
Attorney for Defendant

217629

