

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

DEBORAH L. HIGHTOWER,

Plaintiff,

vs.

THOMAS A. HIGHTOWER,

Defendant.

Case No. CI 17 - 7842

DECREE OF DISSOLUTION

-and-

PROPERTY SETTLEMENT
AGREEMENT

THIS MATTER is before the Court on the Complaint for Dissolution of Marriage filed by the Plaintiff. Plaintiff is represented by Adam E. Astley of ASTLEY PUTNAM, P.C., L.L.O. and Defendant is self-represented.

This matter has not been scheduled for trial. Counsel informed the Court that all matters had been resolved by the agreements set forth in this Decree and the attachments. No formal hearing was held as both parties waived their right to a hearing pursuant to Neb. Rev. Stat. §42-361(3).

Prior to signing this Decree, the Court reviewed its entire file including the Complaint, Answer and the Certified Waivers of Final Hearing signed by each party.

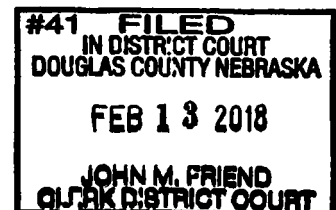
THE COURT BEING DULY ADVISED IN THE PREMISES, MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. Both parties were residents of the State of Nebraska for at least one (1) year immediately prior to the filing of the Complaint, with the bona fide intention of making Nebraska their permanent home.
2. Plaintiff filed a Complaint for Dissolution of Marriage on September 13, 2017.
3. Defendant entered a Voluntary Appearance on September 25, 2017.
4. More than sixty (60) days have passed since perfection of service upon Defendant and accordingly, the waiting period prescribed by Neb. Rev. Stat. §42-363 is satisfied.
5. The parties were lawfully married in Omaha, Douglas County, Nebraska on March 11, 1977.



001637358D01

 **Astley Putnam**
ATTORNEYS



6. No minor children are affected by these proceedings.
7. Neither Plaintiff nor Defendant is a party to any other pending action for divorce, separation or dissolution of marriage, either in this State or elsewhere.
8. Neither party is an active duty member of the Armed Forces of the United States of America.
9. There has been a breakdown in the parties' marriage to the extent that it is irretrievably broken and there remains no reasonable likelihood that the marriage can be preserved.
10. The Court has subject-matter jurisdiction over this action and personal jurisdiction over the parties.
11. This Decree constitutes both an Order and Judgement of this Court and a Property Settlement Agreement entered into by the parties pursuant to Neb. Rev. Stat. §43-1226, *et. seq.* By signing this Decree, the parties have:
 - a. represented to this Court that the findings of fact and conclusions of law recited in this Decree are accurate and correct;
 - b. consented to the entry of a Judgment of this Court containing the terms set forth in this Decree; and
 - c. accepted the benefits of this Decree and corresponding Judgment in full and complete satisfaction of all allowances, financial claims, monetary demands, property claims and rights, and support money of every character, kind, or nature whatsoever, which each may have as the spouse or surviving spouse of the other, and relinquished and waived all future, present, or other interests in the property of the other except under the provisions of this Decree, except as to creditable service that may translate into benefits available to either spouse through the Social Security Administration.
12. The Court has examined the terms of the parties' Agreement as set forth in this Decree, and finds the following:
 - a. The division of property and waiver of spousal support are fair, just and not unconscionable based upon the economic circumstances of the parties;

- b. The Agreement set forth in this Decree resolves all matters which have been put at issue by any pleading before the Court.
- 13. Both parties have signed this Decree and Property Settlement Agreement voluntarily, and their agreement to its terms is not the result of any fraud, duress, coercion, pressure or undue influence exercised by either party upon the other.
- 14. **PROPERTY SETTLEMENT AGREEMENT.** The parties have agreed to the following terms to resolve all matters presently before the Court:
 - a. **Titles:** The Plaintiff is referred to as the Plaintiff or Wife. The Defendant is referred to as the Defendant or Husband.
 - b. **Effective Date:** This Agreement will become binding upon the parties and their respective legal representatives, heirs, successors and assigns immediately following the dissolution of their marriage in this proceeding, provided that the provisions of this Agreement are approved by the Court. In the event that the Decree of Dissolution is not entered by the Court, the terms of this Agreement will be null and void.
 - c. **Health and Medical Insurance:** The Wife will maintain health and dental insurance on the Husband for six (6) months following entry of the Decree if her employer's insurance policy will allow the coverage at the spousal rate. If the carrier will not acknowledge the delayed finality of this Decree for health and dental insurance purposes, the Wife shall have no obligation to provide coverage. The Husband shall reimburse the Wife \$500 per month by the 5th day of each month for each month that she is able to provide coverage. The Wife shall also cooperate with the Husband to enable him to apply for COBRA coverage, if it is available, and at his sole expense.
 - d. **Alimony:** Neither party will pay alimony to the other. Both parties acknowledge that, by waiving alimony at this time, they will be forever barred from receiving alimony as a result of their marriage to each other.
 - e. **Real Estate:** The parties' real estate shall be divided in the following manner:
 - i. **12810 Rainwood Road and Additional 20 Acres.** This property has been sold and the proceeds have been divided. The proceeds are accounted for in the division of the bank accounts, set forth below.

- ii. **Hi Pointe**. The Wife shall be awarded the “Hi Pointe” apartment complex which is commonly known as 1521, 1523, 1525, 1527, and 1529 Grandview Avenue, Papillion, Sarpy County, Nebraska 68016 and legally described as:

Lots 4, 3, 9, 13, and 12, Hi Pointe, as surveyed, platted, and recorded in Sarpy County, Nebraska

to be hers absolutely, free and clear of any claim by the Husband. This property is currently owned by the Wife’s Trust, and the Husband disclaims his status as a beneficiary of that Trust to enable the Wife to have complete use and enjoyment of this property.

- iii. **60th Street**. The Husband shall be awarded the “60th Street” Duplex which is commonly known as 1212 – 1214 South 60th Street, Omaha, Douglas County, Nebraska and legally described (assessor’s abbreviation) as:

OVERLOOK ADD LOT 160 BLOCK 0 S 5 FT LT 109 & VAC ALLEY & ALL (in Douglas County, Nebraska),

to be his absolutely, free and clear of any claim by the Wife.

- iv. **William Street**. The Husband shall be awarded the “William Street” property, commonly known as 11818 William Street, Omaha, Douglas County, Nebraska and legally described as:

Lot 228, Block 0, Skylark Heights Addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska,

to be his absolutely, free and clear of any claim by the Wife.

- v. **Blondo Street**. The Husband shall be awarded the “Blondo Street” Duplex, commonly known as 7530 – 7532 Blondo Street, Omaha, Douglas County, Nebraska, and legally described as (assessor’s abbreviation):

WEAR'S BENSON LOT 27 BLOCK 5 W 15 FT LT 26 & ALL (in Douglas County, Nebraska),

to be his absolutely, free and clear of any claim by the Wife.

- vi. **Binney Street**. The Husband shall be awarded the “Binney Street” property commonly known as 6302 Binney Street, Omaha, Douglas County, Nebraska and legally described as (assessor’s abbreviation):

BENSON LOT 24 BLOCK 23 LT 24 50 X 128 (in Douglas County, Nebraska),

to be his absolutely, free and clear of any claim by the Wife.

- vii. **Camden Ave**. The Husband shall be awarded the “Camden Ave” property commonly known as 12705 Camden Avenue, Omaha, Douglas County, Nebraska and legally described as:

Lot 76 Block o, Tranquility View Replat, a subdivision in Douglas County, Nebraska,

to be his absolutely free and clear of any claim by the Wife. This property is held by the Wife’s Trust, and the Wife agrees, acting as Trustee of that Trust, to convey title to the Husband.

- viii. **111th Avenue**. The Husband shall be awarded the “111th Avenue” property commonly known as 7322 North 111th Avenue, Omaha, Douglas County, Nebraska, and legally described as:

Lot 127 Block o, Deerwood, a subdivision in Douglas County, Nebraska,

to be his absolutely, free and clear of any claim by the Wife.

- ix. **Ellison Avenue**. The Husband shall be awarded the “Ellison Avenue” property commonly known as 14736 Ellison Avenue, Omaha, Douglas County, Nebraska, and legally described as:

Lot 6, Block o, The Villas of Saddlebrook, a subdivision in Douglas County, Nebraska,

to be his absolutely, free and clear of any claim by the Wife. This property is held by the Wife’s Trust, and the Wife agrees, acting as Trustee of that Trust, to convey title to the Husband.

- x. **188th Court**. The Husband shall be awarded the parties’ 50% ownership interest in the “188th Court” property which is co-

owned with Todd Anderson, commonly known as 904 South 188th Court, Omaha, Douglas County, Nebraska, and legally described as:

Lot 7, Block 0, The Villas at the Grove, a subdivision in Douglas County, Nebraska,

to be his absolutely, free and clear of any claim by the Wife.

- xi. 148th Plaza. The Husband shall be awarded the parties' 50% ownership interest in the "148th Plaza" property, which is co-owned with Todd Anderson, commonly known as 5705 North 148th Plaza, Omaha, Douglas County, Nebraska, and legally described as:

Lot 34, Block 0, the Villas at Saddlebrook, a subdivision in Douglas County, Nebraska,

to be his absolutely, free and clear of any claim by the Wife.

- xii. Missouri Valley Land. The parties will equally divide their 50% ownership in the undeveloped lots in Missouri Valley which are approximately legally described as:

Lots 1, 2, 4, 10, 14, and 15, Oak Hills Estates, a subdivision platted in Section/Township/Range 30-78-43 in Harrison County, Iowa.

These lots are owned 50% between the parties and between Ronald Sindelar and Esther Sindelar. The parties' ownership interest appears to be titled in the name of the Husband's Trust. Regardless of how the ownership is legally titled, each party shall be awarded 50% of the value of their ownership interest in these lots, and each party shall be responsible for 50% of the obligations associated with them. For illustration purposes only:

- A. If contributions are required to pay real property taxes, HOA fees, special assessments, or other obligations stemming from ownership, the parties shall contribute in equal amounts;
- B. If contributions are required for insurance, improvements, engineering services, legal services, accounting services, etc., the parties shall contribute in equal amounts.

- C. If lots are sold and proceeds are distributed to either party, the net proceeds shall be equally divided after deduction of any commission or costs of sale.
- D. The parties shall have equal votes over any matter incident to ownership, such as whether to accept an offer to purchase, etc.
- E. If the properties generate any type of income which is not from sale, i.e., rental income, farm income, mineral royalties, etc., the parties shall equally divide the net income attributable to their ownership interest after deducting any associated costs.
- F. The parties shall equally share any tax deductions or credits which are available by virtue of their ownership in any of the properties.
- G. If any tax is owed as a result of the ownership of or sale of any of the lots, to include income tax, capital gain, Section 1245 Recapture, or Section 1250 Gain, the parties will each recognize $\frac{1}{2}$ of the income giving rise to the tax and each party shall pay the tax associated with the income that they have recognized.

Additionally, each party waives their right to seek a Partition of their ownership interest in the Missouri Valley lots, and they agree that the District Court of Douglas County, Nebraska shall have exclusive jurisdiction to resolve disputes over ownership of the property. If any action is filed in Nebraska, Iowa, or any other state which is styled as a Partition by the parties or by the Court, the parties waive any rules which would allocate attorney's fees by default and instead agree that the District Court of Douglas County Nebraska shall have authority to allocate fees using principles of equity.

Except as is otherwise specified in this Decree, each party shall pay all taxes, debt, and other expenses associated with real property which has been awarded to them and each of them shall indemnify and hold the other harmless from any such liability. If either party's properties are secured by joint debt or debt in the other party's name, they shall remove

the other party's name from the debt by refinancing, paying off the debt, or selling the property within one year of the date of this Decree.

The Husband shall satisfy all obligations which may be owed to Todd Anderson on account of the parties' joint ownership of properties with him, and he shall indemnify and hold the Wife harmless from any such liability. To the extent any obligation is owed by Todd Anderson to either party, the Husband shall be awarded all rights to enforce that obligation against Mr. Anderson.

Additionally, each property described above is subject to rental agreements with tenants, and each party shall take their property subject to the rental agreements. Each party is assigned all rights associated with the rental agreements, is delegated all duties to perform the obligations under the rental agreements, and each party shall indemnify and hold the other harmless from any liability owed to any tenant living in any property which they have been awarded.

The parties specifically factored the security deposits which were paid by tenants into the division of property and treated those deposits as liabilities payable to the tenants. Thus, even though no "security deposit trust account" is being divided, each party is satisfied that they have received enough money and property to satisfy their obligations to return deposits to tenants, as those refunds become due.

Finally, any transfers of property from one party to the other, or from one party's trust to the other are considered as transfers between spouses, incident to a divorce, and exempt from Nebraska's Seller Property Disclosure requirements under Neb. Rev. Stat. § 76-2,120(6)(h). Because there is no disclosure requirement, each party has had the opportunity to inspect or have the properties inspected that will be awarded to them, and each party is satisfied that they have enough knowledge about the properties to accept them "as is," and that any defects, deferred maintenance, or problems are built into the agreed-upon values for the properties. Accordingly, neither party will have or make a claim against the other for any defect in any properties awarded to them.

- f. **Household Goods, Furniture & Furnishings:** Each party is awarded all household goods, furniture, furnishings, personal effects, papers, decorations, artwork, clothing, and other personal property which is

either in their possession, or located at the real property which is awarded to them.

Each party acknowledges that, by signing this Decree, they have received all personal property in which they claim any interest, and neither will make any claim against the other for return of personal property.

- g. **Bank Accounts:** The Wife is awarded her individual account at Bank of the West which contains her $\frac{1}{2}$ of the Rainwood house and land proceeds, as well as her portion of the joint savings account at Bank of the West (this account was divided unequally to equalize the distribution of the other assets), her $\frac{1}{2}$ of the joint checking account, her $\frac{1}{2}$ of the "1212" account, her $\frac{1}{2}$ of the Hi-Pointe Apartments account, and her $\frac{1}{4}$ of the TNT Properties account. The Wife's award of these accounts shall be hers absolutely, free and clear of any claim by the Husband.

The Husband is awarded the remaining funds in the joint Checking and Savings accounts held at Bank of the West to be his absolutely, free and clear of any claim by the Wife.

- h. **Investments & Life Insurance:** The parties do not own any life insurance with cash value, nor any stocks, bonds, other investments, or retirement funds beyond the funds described in the next paragraph.
- i. **Retirement Accounts & Pensions:** Each party is awarded their own Roth IRA at Securities America to be theirs absolutely, free and clear of any claim by the other. The Wife is awarded her City of Omaha Deferred Compensation (administered by Voya) and her interest in the City Pension, each to be hers absolutely, free and clear of any interest by the Husband.
- j. **Motor Vehicles:** The Wife is awarded the vehicle she drives known as a 2014 Buick Enclave, to be hers absolutely free and clear of any claim by the Husband. This vehicle is not encumbered.

The Husband is awarded his motorcycle, identified as a 2003 Honda Valkyrie, his 2003 Chevy 2500 Extended Cab Truck, and his 2017 Jeep Wrangler, each to be his absolutely, free and clear of any claim by the Wife. Only the Wrangler is encumbered, and the Husband shall pay the debt and indemnify and hold the Wife harmless from it. Within 6 months after entry of this Decree, the Husband shall pay off or refinance this debt

to remove the Wife's name completely. If this cannot be accomplished, the Wrangler will be sold or traded to extinguish the debt.

The Husband is also awarded the Kubota Tractor, subject to the debt on it, but free and clear of any claim by the Wife. The Husband shall pay the debt and shall indemnify and hold the Wife harmless from it.

The Husband is awarded the parties' 25-foot Ford Axis RV, subject to the debt on it, but free and clear of any claim by the Wife. The Husband shall pay the debt and shall indemnify and hold the Wife harmless from it. Within 6 months after entry of this Decree, the Husband shall pay off or refinance this debt to remove the Wife's name completely. If this cannot be accomplished, the RV will be sold or traded to extinguish the debt.

- k. **Cash on Hand**: Each party is awarded all interest in any cash they may have in their respective possession, free and clear of any claim by the other.
- l. **Debts**: The Husband shall pay the unsecured loan due to Joy Hightower of approximately \$64,520, and he shall indemnify and hold the Wife harmless from it.

Besides the debt listed above, and the car and mortgage debt discussed in this Decree, there is no other marital debt. Each party must pay and hold the other free and harmless from any and all liability for debts maintained or titled in their own name, or which has been incurred since September 13, 2017.

After entry of this Decree, neither party will incur any new charges on any joint credit accounts or on any credit accounts in the other party's name. Neither party will open any new credit accounts in the other party's name, and neither party will take any action which would subject the other party, their estate, their property, or their legal representatives to any liability of any kind to any creditor.

- m. **Tax Returns, Deductions & Liability**: The parties will file joint federal and state tax returns for 2017, and any liability or refund shall be divided equally.
- n. **Prior Years Tax Returns**: Neither party will file amended state or federal tax returns for any year in which a joint return was filed, without receiving the written consent of the other party, which consent will not be

unreasonably withheld. In the event that either party receives a refund, tax credit, economic stimulus check, etc. as the result of a jointly filed tax return, they shall immediately notify the other party and the tax benefit must be equally divided.

- o. **Cash Equalization Payments:** To equalize the overall division of the marital estate, the Husband shall make cash equalization payments to the Wife of \$2,500 per month for a total of 120 months (10 years). The first payment shall be due on February 1, 2018, and each payment thereafter shall be due on the first of the next month. If payments are paid on time, they shall not bear interest. Late payments will accrue interest at the judgment interest rate in effect on the date this Decree was signed. All equalization payments will be made directly from the Husband to the Wife, and the Wife will sign receipts when she is paid.
- p. **Payments are In the Nature of Support:** Both parties agree that the Wife has relied upon and will continue to rely upon the Husband's promise to pay the cash equalization payments under this Decree. Even though these payments are for a distribution of marital property and do not create a taxable event to the Wife, the parties nonetheless agree that the Wife is relying on the Husband's performance of this obligation for her own support. But for the Husband's performance of this obligation, the Wife would not be self-supporting, and would require additional support from the Husband to maintain a standard of living for herself which is reasonably consistent with her needs and her pre-separation standard of living. Accordingly, the parties specifically agree that the Husband's obligation to pay property equalization payments is "in the nature of support" as is contemplated by 11 U.S.C. § 101(14A), that it should be treated as a "domestic support obligation" under federal bankruptcy law, that it shall be entitled to priority treatment in any bankruptcy proceeding pursuant to 11 U.S.C. § 507(a)(1)(A), and that it shall be nondischargeable under 11 U.S.C. § 523(a)(5).
- q. **Tax Considerations of Payment Term:** The parties agree that the payments are being structured over a ten-year term due to the Husband's liquidity requirements, and that a faster repayment schedule would present a business impediment to the Husband's businesses as such term is discussed in Treas. Reg. §1.1041-1T(b). Accordingly, the payments provided for in this Decree shall be deemed a distribution of marital property incident to a divorce within the meaning of 25 U.S.C. §1041, and shall not be deductible to the Husband or taxable to the Wife.

- r. **Attorney's Fees & Court Costs:** Each party will pay their own attorney's fees and costs.
- s. **Other Property:** The parties agree that except as specifically provided in this Agreement, all property of any kind hereafter acquired by either party and all income and earnings of either of them will be the sole and separate property of the person by whom the property is acquired or earned. All property of any kind heretofore acquired and owned by Plaintiff or Defendant will remain the property of such person except as specifically provided in this Agreement.
- t. **Mutual Releases:** In consideration of the provisions of this Agreement, Wife and Husband shall release one another as follows:
 - i. Wife shall and does accept the benefits of this Agreement in full and complete satisfaction of allowances, financial claims, monetary demands, property claims and rights, and support money of every character, kind, or nature whatsoever which she has or may acquire as Wife or widow of Husband, or in the event of his death as an heir at law or surviving spouse of Husband or otherwise; and Wife shall and does relinquish and waive all future, present, or other interests in the property of Husband except under the provisions of this Agreement.
 - ii. Husband shall and does accept the benefits of this Agreement in full and complete satisfaction of all allowances, financial claims, monetary demands, property claims and rights, and support money of every character, kind and nature whatsoever which he has or may acquire as Husband or widower of Wife or otherwise or in the event of her death, as an heir at law or surviving spouse of Wife or otherwise; and Husband shall and does relinquish and waive all future, present, or other interests in any property of Wife except under the provisions of this Agreement.
 - iii. This Agreement shall be and is a complete, final, and full settlement of all matters in dispute between Wife and Husband; and, in the event of the death of either Wife or Husband within thirty (30) days after the Court decrees a dissolution, and before such Decree becomes final and operative, this Agreement shall be and remain in full force and effect as effectively and fully as if both Wife and Husband had survived for such period and such Decree

had become final and operative and shall not thereby be or become null and void.

- u. **Necessary Documents**: Each of the parties will execute and deliver to the other party any documents from time to time that might be reasonably required to accomplish the intent of this Agreement. In the event that either party fails to comply with the provision of this paragraph within thirty (30) days hereof, this Agreement will constitute an actual grant, assignment or conveyance of the property and rights in each matter and with such force and effect as shall be necessary to effectuate the terms of this Agreement.
- v. **Client's Responsibility**: The parties have the exclusive responsibility to follow through with the acts, instruments and transfers set out in this Decree. No attorney for a party will have a duty to enforce the promises in this Decree, to compel or require the signing or transfer of documents contemplated in this Decree, or to pursue enforcement of the terms of this Agreement. The parties acknowledge they alone are responsible for these actions.
- w. **Advice of Counsel**: Each of the parties expressly certifies they have entered into this Agreement upon mature consideration and after ample opportunity to seek advice of legal counsel; that the consent to the execution of this Agreement has not been obtained by duress, fraud or undue influence by any person; and, that the parties agree that this Agreement is fair, reasonable and not unconscionable.
- x. **Trial Waiver**: The parties acknowledge their understanding that all issues arising out of their marriage could have been litigated to conclusion and the District Court in which this action is pending would have determined all issues. Each party acknowledges that his or her counsel indicated his or her respective willingness and preparedness to proceed with trial of this matter, if so instructed. In that event, the parties understand that, perhaps, a different resolution of the various issues between the parties as contained in this Agreement may have been obtained and that a Judge's decision may have been more favorable or less favorable to either party than the resolution of the issues as memorialized in this Agreement.

Each party has determined that it is in his or her individual best interests that the trial should not occur and that the resolution set forth herein is in their respective best interests. In arriving at this decision, the parties

considered the following factors which are meant to be illustrative and not exhaustive: (a) the time and expense necessary for each of them to continue to a trial; (b) the emotional distress that could be caused to them and their families by virtue of a trial and adversarial interaction; (c) the possibility that a judicial determination could be less or more favorable to them individually than some or all of the provisions of this Agreement; and (d) their belief that the terms and conditions of this Agreement are in their individual best interests and are fair and equitable. Accordingly, each party freely, voluntarily and knowingly waives the right to proceed with the trial and accepts the terms of this Agreement as final, complete and binding and agrees to abide by the terms as if a Court did, in fact, decide the terms.

- y. **Complete Disclosure:** Each party is and has been fully informed of the income, assets, property and financial prospects of the other. Each has had full opportunity and has consulted at length with his or her counsel regarding all of the circumstances hereof and acknowledges that this agreement has not been the result of any fraud, duress or undue influence exercised by either party upon the other person. Both parties acknowledge that this Decree, and the incorporated settlements, has been achieved after full disclosure, competent legal representation and negotiations.

Both parties also acknowledge that they had the opportunity to conduct formal discovery, which could have consisted of the issuance of Interrogatories, Requests for Production of Documents, Subpoena's, and the taking of depositions. Both parties acknowledge they are well enough acquainted with each other's financial affairs that these mechanisms are not necessary, and they waive their right to disclosure beyond the information they had in their possession.

- z. **Waiver of Breach:** No waiver of any breach by either party of the terms of this Agreement will be deemed a waiver of any subsequent breach. No modification of this Agreement will be binding on either of the parties unless reduced to writing, signed by both parties, and ordered by the Court.
- aa. **Captions:** Paragraphs titles or captioned contained herein are inserted as a matter of convenience or for reference and in no way define, limit, extend or describe the scope of this Agreement or any provision thereof.

- bb. **Interpretation**: No provision of this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.
- cc. **Merger**: The rights, obligations, terms and conditions in this Decree represent the culmination of discussions and negotiations between the parties. This Decree of Dissolution is intended to be, and shall be, a complete expression of the parties' agreement, and shall supersede all promises, representations, or other statements between the parties, whether oral, or otherwise transmitted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the marriage of DEBORAH L. HIGHTOWER and THOMAS A. HIGHTOWER, which marriage was entered into on March 11, 1977 in Omaha, Douglas County, Nebraska, is hereby dissolved.

The finality of this Decree is determined by Neb. Rev. Stat. § 42-372.01 as amended.

- a. Except as is otherwise provided below, this Decree becomes final and operative thirty (30) days after its entry on the records of the Clerk of this Court.
- b. For the purpose of review by appeal, this Decree shall be treated as a final Order on the day that it is entered. If an appeal is instituted within thirty (30) days after the day the Decree was entered, and the appeal challenges the finding that the marriage is irretrievably broken, the Decree will not become final until such proceedings are finally determined. If an appeal is instituted that does not challenge the finding that the marriage is irretrievably broken, the Decree will become final in the manner otherwise provided for in this Paragraph.
- c. For the purposes of remarriage (except remarriage between the parties), and continuation of health and dental insurance coverage, this Decree shall become final and operative six (6) months after the date it is entered on the records of the Clerk of this Court.
- d. If this Decree has not otherwise become final on the date of death of one of the parties, it will become final for all purposes on the date of death, and will be deemed to have become final on the date it was entered on the records of the Clerk of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties' Property Settlement Agreement is fair, just, and no unconscionable and is hereby

approved as a judgement of the court. The parties' property is hereby divided in accordance with the terms of the Property Settlement Agreement.

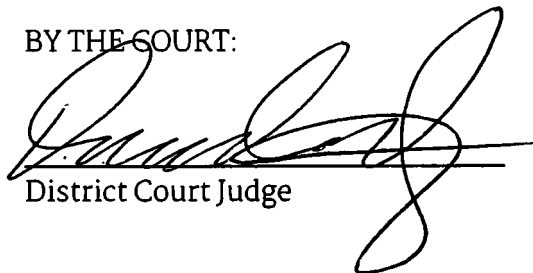
IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties, and each of them, are ordered and directed to abide by all of the terms, conditions and findings of the Court as set forth in this Decree, and findings of the Court as above set forth shall be enforced by all remedies available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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties shall execute any and all documents necessary or proper to fulfill the terms of this Decree and Property Settlement Agreement.

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 of 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 and findings of the Court, as above set forth in this Decree, this Decree shall have the same operation and effect as such necessary document.

SIGNED on Feb 13, 2018

BY THE COURT:

A handwritten signature in black ink, appearing to be "P. J. Hightower", written over a horizontal line.

District Court Judge

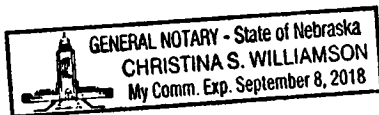
APPROVED AS TO FORM AND CONTENT AND I RESPECTFULLY REQUEST THE COURT ENTER THE ABOVE AND WITHIN DECREE OF DISSOLUTION AND PROPERTY SETTLEMENT AGREEMENT.

2-9-18
DATE

Deborah L. Hightower
DEBORAH L. HIGHTOWER, Plaintiff

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Now, on ^{February} ~~January 9th~~ 2018 before me, a duly appointed and qualified Notary Public, personally appeared DEBORAH L. HIGHTOWER, known to me to be the same and identical person who signed the above and foregoing Decree and acknowledged the execution to be their voluntary act and deed.



Christina S. Williamson
NOTARY PUBLIC

CERTIFICATE OF SERVICE

I, the undersigned, certify that on February 13, 2018 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Thomas A Hightower
12810 Rainwood Road
Omaha, NE 68142

Adam E Astley
adam@aplaw.com

Date: February 13, 2018

BY THE COURT:

John M. Friend
CLERK

