

IN THE DISTRICT COURT OF DODGE COUNTY, NEBRASKA

JUDY A. GITT,)	Case No. CI13-495
)	
Plaintiff,)	
)	
vs.)	PROPERTY SETTLEMENT
)	AGREEMENT
LARRY L. GITT,)	
)	
Defendant.)	

FILED
13 NOV 14 PM 3:01
DODGE COUNTY, NEB.
LINDA J. NELSON
DISTRICT COURT CLERK

This Agreement is made and entered into this ____ day of November, 2013, by and between JUDY A. GITT, hereinafter referred to as Plaintiff, and LARRY L. GITT, hereinafter referred to as Defendant.

WHEREAS, the Parties were lawfully married on January 8, 1982, in Fremont, Dodge County, Nebraska.

WHEREAS, on the 11th day of September, 2013, the Plaintiff, JUDY A. GITT, filed her Complaint in the District Court of Dodge County, Nebraska, at Case No. CI13-495, seeking dissolution of the aforesaid marriage; and

WHEREAS, the Parties hereto have no expectation of resuming marital relations and it has been determined by the Parties that it is impossible for them to continue to live in a marital state; and

WHEREAS, the Parties wish to enter into this voluntary agreement determining their respective property rights and all other matters relating to the dissolution of their marriage, and other matters incident to the pending dissolution proceedings; and

WHEREAS, each Party is aware of his and her right to be represented by legal counsel and has had full opportunity to seek counsel and discuss this Agreement therewith.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Parties agree as follows:



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1. JURISDICTION: The Parties hereby specifically acknowledge and submit themselves to the jurisdiction of the District Court of Dodge County, Nebraska, for the present time and in the future with regard to all matters relating to the subject matter and rights of the Parties under the within Agreement.
2. EFFECTIVE DATE: This Agreement shall become binding upon the Parties and their respective legal representatives, successors and assigns immediately following the dissolution of their marriage in the pending proceedings, providing that the provisions of this Agreement are approved by the Court and Decree is rendered.
3. There are no minor children affected by this dissolution of marriage.
4. ALIMONY: No alimony shall be awarded to Plaintiff or Defendant.
5. REAL ESTATE: The Parties have mutually agreed to divide the real estate as follows:
 - A. Plaintiff: The Plaintiff, Judy A. Gitt, shall be awarded as her sole and separate property the real estate and improvements located at 2542-2546 East 2nd Street, Fremont, Nebraska, and legally described as: The East 20 feet of Lot 8 and all of Lot 9, in Block 4, of Garden City Third Addition to the City of Fremont, as platted and recorded, Dodge County, Nebraska.
 - B. Defendant: The Defendant, Larry L. Gitt, shall be awarded as his sole and separate property the real estate and improvements located at 341 East 2nd Street, Fremont, Nebraska, and legally described as: Lot 1, Block 205, Original Town, now City of Fremont, together with all of grantor's rights in and to the North half of the vacated alley adjoining said premises on the South, Dodge County, Nebraska.

and

The real estate and improvements located at 408-424 East 1st Street, Fremont, Nebraska, legally described as: Lots 5 and 6 and the South half of that parcel of land originally platted as an alley adjoining said lots on the North and the West half of that parcel of land originally platted as an alley adjoining said lots and first described half of alley on the East in Block 206 of the Original Town, now City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska; and Lot 7 in Block 206 in the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska; and The South 29 feet of Lots 3 and 4, together with the North 8 feet of the tract originally platted as an alley adjoining on the South and the West 8 feet of the tract originally platted as an alley adjoining said part of lots and first described alley on the East, Block 206, Original Town, now City of Fremont, Dodge County, Nebraska.

6. MOTOR VEHICLES: The vehicles owned by the Parties have been divided and have been titled to each respective owner.

7. MARITAL DEBTS:

Plaintiff and Defendant shall respectively be responsible for all personal debts incurred by a respective Party after September 11, 2013. Each Party agrees that he or she will not hereinafter make any purchases or contracts or incur any expenses, debts, charges or liabilities in the name of or upon the credit of the other of any liability whatsoever for which the other Party, his or her legal representatives, his or her property, or his or her estate will or may become liable. Each Party represents to the other, with the intent that the other rely on said representation, that as of September 11, 2013, there are no other unsecured debts for which either could be liable, whether jointly or severally, except for the following:

Plaintiff's Disclosure: None
 Defendant's Disclosure: None

8. BANK ACCOUNTS: The bank accounts of the Parties have heretofore been divided. The Plaintiff shall be awarded as her sole and separate property, free and clear of any interest of the Defendant, all bank accounts currently maintained in her name. The Defendant shall be awarded as his sole and separate property, free and clear of any interest of the Plaintiff, all bank accounts currently maintained in his name.

9. HEALTH INSURANCE:

A. JUDY A. GITT: Plaintiff shall maintain health insurance coverage for herself.

B. LARRY L. GITT: Defendant shall maintain health insurance coverage for himself.

10. LIFE INSURANCE: If either Party is the owner of a life insurance policy on herself or himself, or that insures the life of the other Party, then each Party shall have as her or his separate property all life insurance policies owned by a Party and insuring her or his life; but shall not be required to continue a policy that insures the life of the other Party. Provided that the other Party shall have the right to own the policy and appropriate change of policy ownership shall be completed in the form required by the insurer.

11. HOUSEHOLD GOODS, FURNISHINGS, FURNITURE AND PERSONAL EFFECTS: The household goods, furnishings, furniture and personal effects of the Parties have heretofore been divided between the Parties. Each Party shall be awarded the property currently in her or his respective possession, free and clear of any interest of the other as agreed in open

Court. Provided, however, those items deemed the sole property of Plaintiff, but remaining in the possession of Defendant are: (IF NONE STATE "NONE")

NONE

Provided, however, those items deemed the sole property of Defendant, but remaining in the possession of Plaintiff are: (IF NONE STATE "NONE")

NONE

12. ATTORNEY'S FEES AND COURT COSTS: The Parties shall be solely responsible for payment of their respective attorney fees. The Parties shall be responsible one-half (1/2) each for the Court costs of this action that total \$157.00, one-half (1/2) each is \$78.50.

13. RETIREMENT ACCOUNTS:

- A. Plaintiff: The Plaintiff, Judy A. Gitt, shall be awarded the retirement plan she currently holds as her sole and separate property.
- B. Defendant: The Defendant, Larry L. Gitt, does not own a retirement plan.

14. OTHER PROPERTY: Plaintiff and Defendant agree that, except as specifically provided in this Agreement, all property of any kind hereafter acquired by the Plaintiff or by the Defendant and all income and earnings of either of them shall constitute and be the sole and separate property of the person by whom the said property is acquired or earned. All property of any kind heretofore acquired and owned by the Plaintiff or Defendant shall remain the property of such person except as specifically provided in this Agreement.

15. ADVICE OF COUNSEL: The Parties expressly certify that they have entered into this Agreement upon mature consideration and after ample opportunity to seek the advice of separate counsel. That consent to the execution of this Agreement has not been obtained by duress, fraud, or undue influence of any person; that no representations of facts have been made by either Party to the other except as herein expressly set forth and that the Parties agree that this Agreement is fair and reasonable and not unconscionable.

16. MUTUAL RELEASES: In consideration of the provisions of this Agreement, the Plaintiff and Defendant will release one another as follows:

JUDY A. GITT. The Plaintiff will 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 the Plaintiff or widower of the Defendant, or in the event of his death as an heir at law or surviving spouse of the

Defendant or otherwise; and the Defendant will and does relinquish and waive all future, present, or other interest in the property of the Plaintiff except under the provisions of this Agreement.

LARRY L. GITT. The Defendant will 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 the Defendant or widow of the Plaintiff or otherwise or in the event of her death, as an heir at law or surviving spouse of the Plaintiff or otherwise; and the Plaintiff will and does relinquish and waive all future, present, or other interest in any property of the Defendant except under the provisions of this Agreement.

This Agreement will be and is a complete, final, and full settlement of all matters in dispute between the Plaintiff and the Defendant; and, in the event of the death of either the Plaintiff or the Defendant within six (6) months after the Court decrees dissolution, and before such Decree becomes final and operative, this Agreement will be and remain in full force and effect as effectively and fully as if both Plaintiff and Defendant had survived for such period and such Decree had become final and operative and will not thereby be or become null and void.

17. **FULL DISCLOSURE:** Each Party hereby warrants to the other that there has been an accurate, complete and current disclosure to all income, assets, debts and liabilities. Both Parties understand and agree that any deliberate failure to provide complete disclosure constitutes grounds for setting aside this Agreement and the Decree of Dissolution of Marriage. The property referred to in this Agreement represents all the property which either Party has any interest in or right to, whether legal or equitable, owned in full or in part by either Party, separately or by the Parties jointly.
18. **APPROVAL OF DISTRICT COURT:** This Agreement shall be submitted for approval by the District Court of Dodge County, Nebraska, in which the present proceedings for dissolution of marriage are pending, and if the same is approved by the Court and found to be not unconscionable, this Agreement shall become part of the Decree. In the event that the Court does not grant dissolution of the marriage herein or the Property Settlement Agreement is not approved by the Court, then this entire document shall be null and void and neither of the Parties shall be obligated by any provision hereof.
19. **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 instrument and shall do all other things incident to 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.

20. WAIVER OF BREACH: No waiver of breach by either Party of the terms of this Agreement shall be deemed waiver of any subsequent breach. No modification of this Agreement shall be binding upon either of the Parties unless reduced to writing and subscribed to by both Parties unless ordered by the Court.
21. CAPTIONS: Paragraph titles or captions contained herein are inserted as matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.
22. INTERPRETATION: No provision in this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the day, month and year set opposite their respective names.

11 / 14 / 13
DATE

11-14-13
DATE

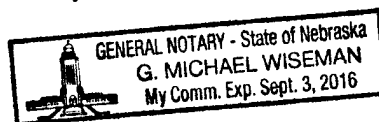
Judy A. Gitt
JUDY A. GITT, Plaintiff

Larry L. Gitt
LARRY L. GITT, Defendant

STATE OF NEBRASKA)
) ss
COUNTY OF DODGE)

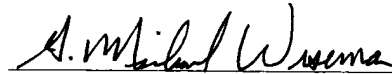
Now on this 14 day of November, 2013, before me, a duly appointed and qualified Notary Public, personally appeared JUDY A. GITT, known to me to be the same and identical person who signed the above and foregoing Property Settlement Agreement and acknowledged the execution to be her voluntary act and deed.

G. Michael Wiseman
Notary Public



STATE OF NEBRASKA)
) ss
 COUNTY OF DODGE)

Now on this 14 day of November, 2013, before me, a duly appointed and qualified Notary Public, personally appeared LARRY L. GITT, known to me to be the same and identical person who signed the above and foregoing Property Settlement Agreement and acknowledged the execution to be his voluntary act and deed.


 Notary Public

PREPARED AND SUBMITTED BY:
 G. Michael Wiseman, #14573
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