

# Nebraska Judicial Branch

## Case Summary

In the District Court of Gage County  
 The Case ID is CI 18 0000322  
 C Wehrbein v K Wehrbein  
 The Honorable Rick A Schreiner, presiding.  
 REFEREE N  
 Classification: Dissolution of Marriage  
 Filed on 09/18/2018  
 This case is Closed as of 10/18/2019  
 It was disposed as Uncontested Default

## Parties/Attorneys to the Case

| Party  | Attorney  |
|--|---|
| Plaintiff ACTIVE<br>Christopher S Wehrbein<br>409 N 10th St<br>Beatrice NE 68310                       | Stephanie L Clark<br>1025 N 6th Street - Suite 2<br>Beatrice NE 68310<br>402-228-8900 |
| Defendant ACTIVE<br>Katelynn A Wehrbein<br>c/o Michael Lisa Auman<br>1100 Park St<br>Beatrice NE 68310 | Dustin A Garrison<br>819 N 6th St<br>Beatrice NE 68310<br>402-223-4900                |

## Judgment Information

On 02/15/2019 judgment of Child Support was entered.  
 Default interest rate is 4.5730%  
 Financial records maintained by Health and Human Services  
 The judgment creditor is Katelynn A Wehrbein  
 The judgment debtor is Christopher S Wehrbein  
 obligation of \$50.00 is monthly from 02/01/2019 to 08/28/2035

## Court Costs Information

| Incurred By | Account                   | Date       | Amount  |
|-------------|---------------------------|------------|---------|
| Plaintiff   | Petition                  | 09/18/2018 | \$35.00 |
| Plaintiff   | Filing Fee - State        | 09/18/2018 | \$1.00  |
| Plaintiff   | Automation Fee            | 09/18/2018 | \$8.00  |
| Plaintiff   | NSC Education Fee         | 09/18/2018 | \$1.00  |
| Plaintiff   | Dispute Resolution Fee    | 09/18/2018 | \$0.75  |
| Plaintiff   | Indigent Defense Fee      | 09/18/2018 | \$3.00  |
| Plaintiff   | Uniform Data Analysis Fee | 09/18/2018 | \$1.00  |
| Plaintiff   | Dissolution Fee           | 09/18/2018 | \$25.00 |

| Incurred By | Account                 | Date       | Amount  |
|-------------|-------------------------|------------|---------|
| Plaintiff   | Parenting Act Fund      | 09/18/2018 | \$50.00 |
| Plaintiff   | J.R.F.                  | 09/18/2018 | \$6.00  |
| Plaintiff   | Filing Fee-JRF          | 09/18/2018 | \$6.00  |
| Plaintiff   | Legal Aid/Services Fund | 09/18/2018 | \$6.25  |
| Plaintiff   | Complete Record         | 09/18/2018 | \$15.00 |
| Plaintiff   | Service Fees            | 09/30/2018 | \$22.60 |

### Financial Activity

No trust money is held by the court  
No fee money is held by the court

### Payments Made to the Court

| Receipt | Type             | Date       | For                      | Amount   |
|---------|------------------|------------|--------------------------|----------|
| 9043149 | Non-Monetary Rec | 10/01/2018 | Wehrbein, Christopher, S | \$22.60  |
|         |                  |            | Service Fees             | \$22.60  |
| 110265  | Check            | 09/18/2018 | Wehrbein, Christopher, S | \$158.00 |
|         |                  |            | Petition                 | \$35.00  |
|         |                  |            | Filing Fee - State       | \$1.00   |
|         |                  |            | Automation Fee           | \$8.00   |
|         |                  |            | NSC Education Fee        | \$1.00   |
|         |                  |            | Dispute Resolution Fee   | \$.75    |
|         |                  |            | Indigent Defense Fee     | \$3.00   |
|         |                  |            | Uniform Data Analysis    | \$1.00   |
|         |                  |            | Dissolution Fee          | \$25.00  |
|         |                  |            | Parenting Act Fund       | \$50.00  |
|         |                  |            | J.R.F.                   | \$6.00   |
|         |                  |            | Filing Fee-JRF           | \$6.00   |
|         |                  |            | Legal Aid/Services Fun   | \$6.25   |
|         |                  |            | Complete Record          | \$15.00  |

### Register of Actions

11/18/2019 HHS/BVS Divorce Certificate

10/18/2019 Decree

eNotice This action initiated by Rick A Schreiner  
Certificate Attached  
Image ID 000117031D03

10/18/2019 Parenting Plan  
Image ID 000117058D03

10/18/2019 Property Settlement Agreement  
Image ID 000117093D03

10/18/2019 Waiver  
Image ID 000117096D03

09/26/2019 Notice-Hearing  
This action initiated by party Christopher S Wehrbein  
Image ID N192698M4D03

09/25/2019 Order  
This action initiated by Rick A Schreiner  
ORDER TO SHOW CAUSE  
Image ID D00031371D03

02/15/2019 Filing Not Otherwise Specified  
Clerk's Letter - w/H to PLF  
Image ID 000111316D03

02/15/2019 Case/Motion Decided

02/15/2019 Temporary Order  
This action initiated by Rick A Schreiner  
eNotice Certificate Attached  
Image ID N19046E9KD03

02/11/2019 Hearing

02/11/2019 Journal Entry & Order  
This action initiated by Rick A Schreiner  
Image ID D00029516D03

02/11/2019 Case Under Advisement

02/11/2019 Hearing

02/01/2019 Motion-Temporary Custody  
This action initiated by party Christopher S Wehrbein  
and Notice of Hearing  
Image ID N19032E2AD03

01/29/2019 Motion-Temp Order  
This action initiated by party Katelynn A Wehrbein  
and Notice of Hearing  
Image ID N19029XCOD03

10/24/2018 Cert-Parent Ed Course Completion  
This action initiated by party Katelynn A Wehrbein  
Image ID 000107387D03

10/09/2018 Temporary Order  
  
This action initiated by Rick A Schreiner

eNotice Certificate Attached  
Image ID 000107095D03

10/02/2018 Hearing

09/30/2018 Return Summons/Alias Summons  
The document number is 00028506  
Served 09/20/2018, Gage County Sheriff  
Personal Service  
Image ID D00028600D03

09/28/2018 Motion-Continuance  
This action initiated by party Katelynn A Wehrbein  
Image ID N18271086D03

09/21/2018 Motion-Temporary Custody  
This action initiated by party Christopher S Wehrbein  
Image ID N18264MDKD03

09/18/2018 Parent Act Notice-Dad

09/18/2018 Parent Act Notice-Mom

09/18/2018 Order  
This action initiated by Rick A Schreiner  
complete parenting seminar eNotice Certificate Attached  
Image ID 000106618D03

09/18/2018 Summons Issued on Katelynn A Wehrbein  
The document number is 00028506  
Image ID D00028506D03

09/18/2018 Confidential Document \*

09/18/2018 Exparte Order  
This action initiated by Rick A Schreiner  
eNotice Certificate Attached  
Image ID 000106616D03

09/18/2018 Motion-Temporary Custody  
This action initiated by party Christopher S Wehrbein  
Image ID 000106615D03

09/18/2018 Praecipe-Summons/Alias  
This action initiated by party Christopher S Wehrbein  
Image ID 000106614D03

09/18/2018 Complaint-Dissolution of Marriage  
This action initiated by party Christopher S Wehrbein  
Image ID 000106613D03

## Judges Notes

02/11/2019  
Counsel to submit proposed orders by Februar 13, 2019. Temporary custody and child support under advisement.



OCT 18 2019

IN THE DISTRICT COURT OF GAGE COUNTY, NEBRASKA

CHRISTOPHER S. WEHRBEIN, )  
)  
Plaintiff, )  
)  
vs. )  
)  
KATELYNN A. WEHRBEIN, )  
)  
Defendant )

Case No: CI-18-322

*Alvin D. Hill*  
CLERK OF THE DISTRICT COURT

DECREE OF DISSOLUTION

NOW ON THIS 18<sup>th</sup> day of October, 2019, on Plaintiff's Complaint for Dissolution of Marriage and Defendant's Answer and Cross Complaint. Pursuant to Neb. Rev. Stat. Sec. 42-361 (3) no hearing was held, and the Court, being fully advised in the premises, finds as follows:

1. That the Plaintiff is a resident of Gage County, Nebraska, and has been a resident of the State of Nebraska for more than one year prior to the filing of the Petition herein.
2. That the Court has jurisdiction over the parties and the subject matter of this action.
3. That two children were born of this marriage whose custody and welfare will be affected by these proceedings, to-wit: Jordan Audrey Wehrbein, born in 2013; and Benjamin Michael Wehrbein, born in 2016. Defendant is not currently pregnant.
4. That the marriage of the Plaintiff and Defendant is irretrievably broken, and that all reasonable efforts to effect reconciliation have been made without success.
5. That the provisions of the parties' Property Settlement and Child Custody Agreement, and Parenting Plan attached hereto, marked as Exhibit \_\_\_\_, are not unconscionable and should be approved, and the parties should be ordered to perform the provisions thereof.

IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED:

That the marriage of Christopher S. Wehrbein and Katelynn A. Wehrbein be and the same is hereby dissolved and this decree shall become final and operative thirty days after it is rendered or on the death of one of the parties to the dissolution, whichever first occurs; however, for the purpose of remarriage, the Decree becomes final and operative sex (6) months after the Decree is rendered or on the death of one of the parties to the dissolution, whichever comes first. If the Decree becomes final and operative on the death of either of the parties, the Decree shall be treated as if it became final and operative the day it was rendered.

1. JURISDICTION: The parties hereby specifically acknowledge and submit



themselves to the jurisdiction of the District Court of Gage County, Nebraska, 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.

3. CHILD CUSTODY: There were two minor children born to the parties, to-wit: Jordan Audrey Wehrbein, born in 2013, and Benjamin Michael Wehrbein, born in 2016. Their custody and welfare are affected by these proceedings.

Plaintiff and Defendant shall be awarded the joint legal and physical care, custody, and control of the minor children. A Parenting Plan reached by the parties is attached hereto as "**Exhibit A.**"

The parties agree to cooperate and communicate with regard to the best interests of the minor children. Specifically, the parties shall:

A. Recognizing the importance that mutual participation and cooperation play in nurturing the children in a stable, loving environment, both parties shall, in an effort to foster this environment, notify the other in advance of any decision regarding enrollment in school, the commencement of participation in religious activities, extra-curricular activities, and the commencement of health care involving the children, in order to gain the others insight, opinions, and wishes in these matters.

B. The children's best interests require the utmost cooperation between the parents. To this end, neither party shall disparage or in any way denigrate the other parent in any activity or communication involving the children. Nor will either party allow another person to denigrate the other in front of the minor children. Neither parent will inquire of the others personal affairs through the children. Each parent shall cooperate with the other, to the fullest extent necessary, in order to foster and promote a safe, secure and loving environment for the children.

C. The parties shall keep one another informed of the children's medical, religious, social and educational progress by providing access to school, governmental, law enforcement, medical, and health-related records and access to all teachers, government officials, and doctors. Both parties shall execute any releases, waivers, or other documents that might be necessary to enable the other to enjoy these rights.

D. The parties shall inform one another of the children's social and extra-curricular activities, so that both may participate, where possible and appropriate.

E. The parents shall promptly inform and consult with each other, in the event of any medical problems involving their children. If there is an illness or injury involving one of the children, the parent first learning of the condition shall immediately notify the other.

F. Either parent may authorize medical treatment.

G. The parties shall cooperate with one another so that either party may receive, at his/her request and expense, copies of all medical and dental records, school and government records, reports of physicians and dentists and any other records that may relate to the children. Both parties shall execute any releases, waivers, or other documents that may be necessary to enable the other to enjoy these rights.

H. The parties shall be jointly named as contact persons at medical facilities, extra-curricular activities, and other activities or places that require such a contact person, so that both parents are contacted regarding matters pertaining to their children's health, welfare, and education.

4. CHILD SUPPORT: Plaintiff shall pay through the Nebraska Child Support Payment Center child support for the support and maintenance of the minor children of the parties the sum of \$50.00 per month for two children. When child support is due for one child, it will remain at \$50.00 per month.

These payments shall commence on the first day of the month following the entry of the Decree, and shall continue to be due and payable on the first day of each month thereafter until the children reach the age of majority, die, marry, become emancipated, or until further Order of the Court. Wage withholding will be instituted through Plaintiff's employer. Attached as "**Exhibit B**" is a Child Support Worksheet.

5. MISCELLANEOUS EXPENSES: Plaintiff and Defendant shall each pay one-half of the cost of the minor children's school lunches, extra-curricular activities, and other expenses.

6. REAL ESTATE: The parties are the owners of real estate located at 409 N. 10<sup>th</sup> Street, Beatrice, Nebraska. That property is more particularly described as:

**Lot 3, Block 4, Original Town, now the City of Beatrice, Gage County, Nebraska**



Plaintiff shall be awarded said property as his sole and separate property, free and clear of any interest of Defendant and he shall pay and hold Defendant free and harmless from any and all liability for any loans, encumbrances, taxes, or insurance due on said residence. Defendant shall, on entry of the Decree of Dissolution of Marriage, execute a Quitclaim Deed to Plaintiff transferring her interest in said real estate to Plaintiff.

7. HEALTH INSURANCE FOR SPOUSE: Both parties are currently covered on Plaintiff's health insurance through his employer. Plaintiff shall provide health insurance coverage for Defendant for six months following the entry of the Decree of Dissolution in this matter. Each party shall pay for their own out-of-pocket medical expenses that are not covered by insurance.

Should the employer or health insurance provider fail to recognize the provisions of Neb. Rev. Stat. § 42-327.01(3) regarding continuation of the marital relations for purposes of health insurance, or if health insurance is only available to the Defendant through the provisions of COBRA, Plaintiff shall have no obligation to provide any such continuing health insurance for six (6) months. Any deductibles or non-covered costs incurred by the Defendant in connection with the continued health insurance coverage shall be the sole responsibility of the Defendant.

8. HEALTH INSURANCE FOR MINOR CHILDREN: Plaintiff shall continue to cover the minor children on his existing health insurance policy through his employer and continue health insurance coverage on the minor children of the parties during their minority if available at a reasonable cost through his respective employer. If Plaintiff does not have reasonably priced health insurance coverage available to him through an employer, Defendant shall cover the minor children on her health insurance if available at a reasonable cost through her respective employer.

Plaintiff and Defendant shall split the children's medical expenses on a 50/50 basis for the cost of all uninsured medical, dental, orthodontic, prescription drugs, and eye care (including eye examinations, contact lenses and glasses) expenses, incurred by the minor children.

9. DEPENDENCY EXEMPTIONS: Plaintiff shall be entitled to claim the tax benefits associated with minor child, Jordan, in 2019 and each year thereafter. Defendant shall be entitled to claim the tax benefits associated with the minor child, Benjamin, in 2019 and each year thereafter. For tax purposes, Jordan resides with the Plaintiff 183 days per year and Benjamin resides with the Defendant 183 days per year.

When only one child remains a minor, the tax benefits shall be alternated between the parties, with Plaintiff claiming him in even-numbered years and the Defendant claiming him in odd-numbered years. If either of the parties investigate their income tax filing in January and determine that he or she will not financially benefit from claiming the child because he or she does not otherwise need to file an income tax return, then he or she shall assign the exemption to the other parent by February 15<sup>th</sup> of the filing year. Neither parent shall file an income tax return without prior confirmation of the filing status so that they do not mistakenly claim the child on both returns for any tax year.

10. SPOUSAL SUPPORT/ALIMONY: Plaintiff shall not pay spousal support/alimony to Defendant and Defendant shall not pay spousal support/alimony to Plaintiff. Each party acknowledges that they have been advised and understand that unless spousal support/alimony is awarded in the proceedings presently before the Court, the Decree cannot be subsequently modified at any time to include an award of spousal support/alimony to either party.

11. MOTOR VEHICLES: Plaintiff shall be awarded as his sole and separate property, free and clear of any interest of Defendant, the 2017 Jeep Grand Cherokee automobile, and the 1993 Dodge Stealth automobile, and Plaintiff shall pay and hold Defendant harmless from any and all liability for any loans or encumbrances against said vehicles, if any.

Defendant shall be awarded as her sole and separate property, free and clear of any interest of Plaintiff, any vehicle that she may currently possess, and she shall pay and hold Plaintiff harmless from any and all liability for any loans or encumbrances against said vehicle, if any.

Each party shall provide his/her own automobile liability insurance policy.

12. BANK ACCOUNTS: Plaintiff shall be awarded as his sole and separate property, free and clear of any interest of Defendant, any and all checking and/or savings accounts which he has held in his name alone. Defendant shall be awarded as her sole and separate property, free and clear of any interest of Plaintiff, any and all checking and/or savings accounts which she has held in her name alone.

13. RETIREMENT BENEFITS: Plaintiff shall be awarded as his sole and separate property, free and clear of any interest of Defendant, any pension or retirement plans he may have in his name, whether said plans are vested or unvested. Defendant shall be awarded as her sole and separate property, free and clear of any interest of Plaintiff, any pension or retirement plans she may have in her name, whether said plans are vested or unvested.

14. LIFE INSURANCE: The parties shall each be awarded as their sole and separate property, free and clear of any interest by the other, any life insurance policies presently insuring their lives, including cash values accumulated.

15. 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 and each party shall be awarded the property currently in his or her own respective possession, free and clear of any interest of the other, with the exception that the child's bed, which was made by Defendant's father but is still located at the marital home, shall be returned to Defendant in good condition as soon as possible, thus allowing Plaintiff time to purchase a new bed for the minor child.

16. MARITAL DEBTS: Plaintiff shall pay all personal debt presently in his name and hold Defendant harmless on the same. Specifically, the following bills shall be paid by the Plaintiff:

| <b>Creditor</b>         | <b>Approximate Amount Owed</b> |
|-------------------------|--------------------------------|
| Flagstar Mortgage       | \$68,969.05                    |
| Jeep loan               | \$36,151.47                    |
| Wells Fargo credit card | \$ 4,873.71                    |
| Sears MasterCard        | \$ 3,333.84                    |
| Scheels credit card     | \$ 2,184.77                    |

Any bills incurred after the separation of the parties on or about September 10, 2018 Defendant shall pay all personal debt presently in her name and hold Plaintiff harmless on the same. Specifically the following bills shall be paid by Defendant:

| <b>Creditor</b> | <b>Approximate Amount Owed</b> |
|-----------------|--------------------------------|
|-----------------|--------------------------------|

Any bills incurred after the separation of the parties on or about September 10, 2018.

Each party shall not hereafter make any purchases or contracts or incur any expenses, debts, charges or liabilities in the name or upon the credit of the other or any liability whatsoever for which either party, their legal representatives, their property or their estate will or may become liable and each shall pay and hold the other harmless from any and all liability for any debts incurred after the date of separation of the parties on or about September 10, 2018.

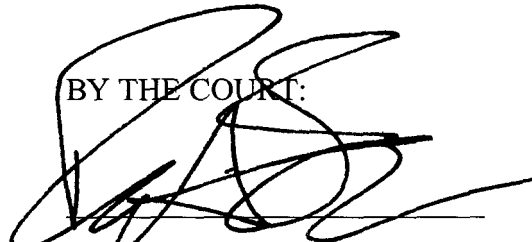
17. ATTORNEY'S FEES AND COURT COSTS: Each party shall pay his/her own attorney's fees, if any.

18. OTHER PROPERTY: Except as specifically provided in this Agreement, all property of any kind hereafter acquired by Plaintiff or by 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 Plaintiff or Defendant shall remain the property of such person except as specifically provided herein.

This Decree shall operate as a complete and final settlement between the parties, and Plaintiff and Defendant, pursuant to the provisions of Section 30-2316 of the Nebraska Probate Code, hereby waive all the rights of election of a surviving spouse and all the rights of a surviving spouse to homestead allowance, to exempt property and to family allowance, and to all benefits which might otherwise pass to Plaintiff and Defendant by intestate succession from the other, even though Plaintiff or Defendant may die before the Decree granting a dissolution of the marriage becomes final.

IT IS SO ORDERED.

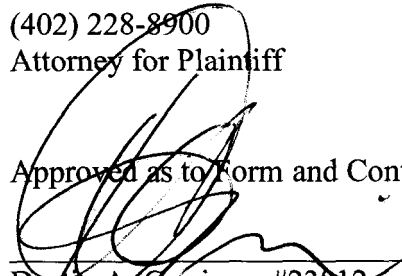
BY THE COURT:



District Judge

Prepared by:  
Stephanie L. Clark # 21237  
Nelson, Clark & Timan, P.C.  
1025 N Sixth Street, Suite 2  
Beatrice NE 68310  
(402) 228-8900  
Attorney for Plaintiff

Approved as to Form and Content:



Dustin A. Garrison, #23812  
Attorney for Defendant

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing instrument was served upon all parties to the above cause to each of the addresses of record herein at their respective addresses due to pleadings on 10-18-19

By:  Hand Delivered  U.S. Mail  E filed  
 Certified Mail  Scanned  E noticed  
 FAX  E mailed  Other

Signature MK

Clark }  
Garrison } notice  
PLF }  
DEF } mail

OCT 18 2019

*Christy L. ...*

IN THE DISTRICT COURT OF GAGE COUNTY, NEBRASKA

CHRISTOPHER S. WEHRBEIN, )  
)  
Plaintiff, )  
)  
vs. )  
)  
KATELYNN A. WEHRBEIN, )  
)  
Defendant. )

CASE NO. CI-18-322

**PROPERTY SETTLEMENT AND CHILD  
CUSTODY AGREEMENT**

THIS AGREEMENT is made and entered into by and between Christopher S. Wehrbein, of Beatrice, Gage County, Nebraska, hereinafter referred to as "Plaintiff" and Katelynn A. Wehrbein, of Beatrice, Gage County, Nebraska, hereinafter referred to as "Defendant."

**WHEREAS**, the parties were lawfully married on the 17<sup>th</sup> day of August, 2013, in Wymore, Gage County, Nebraska; and

**WHEREAS**, on or about the 18th day of September, 2018, Plaintiff filed a Complaint in the District Court of Gage County, Nebraska, CI-18-322, seeking a dissolution of the aforesaid marriage, and Defendant was served with summons on September 20, 2018; and

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

**WHEREAS**, the parties wish to enter into a voluntary agreement determining their respective property rights and all other matters relating to the dissolution of their marriage including matters relating to spousal support/alimony, division of property, payment of debts, payment of attorneys fees, and other matters incident to the pending dissolution proceedings; and

**NOW THEREFORE**, in consideration of the promises and mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. **JURISDICTION**: The parties hereby specifically acknowledge and submit themselves to the jurisdiction of the District Court of Gage County, Nebraska, 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.

3. **CHILD CUSTODY**: There were two minor children born to the parties, to-wit: Jordan Audrey

Wehrbein, born in 2013, and Benjamin Michael Wehrbein, born in 2016. Their custody and welfare are affected by these proceedings.

Plaintiff and Defendant will be awarded the joint legal and physical care, custody, and control of the minor children. A Parenting Plan reached by the parties is attached hereto as "**Exhibit A.**"

The parties agree to cooperate and communicate with regard to the best interests of the minor children. Specifically, the parties agree as follows:

A. Recognizing the importance that mutual participation and cooperation play in nurturing the children in a stable, loving environment, both parties shall, in an effort to foster this environment, notify the other in advance of any decision regarding enrollment in school, the commencement of participation in religious activities, extra-curricular activities, and the commencement of health care involving the children, in order to gain the other's insight, opinions, and wishes in these matters.

B. The children's best interests require the utmost cooperation between the parents. To this end, neither party shall disparage or in any way denigrate the other parent in any activity or communication involving the children. Nor will either party allow another person to denigrate the other in front of the minor children. Neither parent will inquire of the other's personal affairs through the children. Each parent shall cooperate with the other, to the fullest extent necessary, in order to foster and promote a safe, secure and loving environment for the children.

C. The parties will keep one another informed of the children's medical, religious, social and educational progress by providing access to school, governmental, law enforcement, medical, and health-related records and access to all teachers, government officials, and doctors. Both parties shall execute any releases, waivers, or other documents that might be necessary to enable the other to enjoy these rights.

D. The parties will inform one another of the children's social and extra-curricular activities, so that both may participate, where possible and appropriate.

E. The parents shall promptly inform and consult with each other, in the event of any medical problems involving their children. If there is an illness or injury involving one of the children, the parent first learning of the condition shall immediately notify the other.

F. Either parent may authorize medical treatment.

G. The parties shall cooperate with one another so that either party may receive, at his/her request and expense, copies of all medical and dental records, school and government records, reports of physicians and dentists and any other records that may relate to the children. Both parties shall execute any releases, waivers, or other documents that may be necessary to enable the other to enjoy these rights.

H. The parties agree that they will be jointly named as contact persons at medical facilities, extra-

curricular activities, and other activities or places that require such a contact person, so that both parents are contacted regarding matters pertaining to their children's health, welfare, and education.

4. CHILD SUPPORT: Plaintiff shall pay through the Nebraska Child Support Payment Center child support for the support and maintenance of the minor children of the parties the sum of \$50.00 per month for two children. When child support is due for one child, it will remain at \$50.00 per month.

These payments shall commence on the first day of the month following the entry of the Decree, and shall continue to be due and payable on the first day of each month thereafter until the children reach the age of majority, die, marry, become emancipated, or until further Order of the Court. Wage withholding will be instituted through Plaintiff's employer. The parties have attached to this Property Settlement and Custody Agreement as "**Exhibit B**", a Child Support Worksheet.

5. MISCELLANEOUS EXPENSES: Plaintiff and Defendant will each pay one-half of the cost of the minor children's school lunches, extra-curricular activities, and other expenses.

6. REAL ESTATE: The parties are the owners of real estate located at 409 N. 10<sup>th</sup> Street, Beatrice, Nebraska. That property is more particularly described as:

**Lot 3, Block 4, Original Town, now the City of Beatrice, Gage County, Nebraska**

Plaintiff shall be awarded said property as his sole and separate property, free and clear of any interest of Defendant and he shall pay and hold Defendant free and harmless from any and all liability for any loans, encumbrances, taxes, or insurance due on said residence. Defendant shall, on entry of the Decree of Dissolution of Marriage, execute a Quitclaim Deed to Defendant transferring her interest in said real estate to Plaintiff.

7. HEALTH INSURANCE FOR SPOUSE: Both parties are currently covered on Plaintiff's health insurance through his employer. Plaintiff will provide health insurance coverage for Defendant for six months following the entry of the Decree of Dissolution in this matter. Each party will pay for their own out-of-pocket medical expenses that are not covered by insurance.

Should the employer or health insurance provider fail to recognize the provisions of Neb. Rev. Stat. § 42-327.01(3) regarding continuation of the marital relations for purposes of health insurance, or if health insurance is only available to the Defendant through the provisions of COBRA, Plaintiff shall have no obligation to provide any such continuing health insurance for six (6) months. Any deductibles or non-covered costs incurred by the Defendant in connection with the continued health insurance coverage shall be the sole responsibility of the Defendant.

8. HEALTH INSURANCE FOR MINOR CHILDREN: Plaintiff will continue to cover the minor

children on his existing health insurance policy through his employer and continue health insurance coverage on the minor children of the parties during their minority if available at a reasonable cost through his respective employer. If Plaintiff does not have reasonably priced health insurance coverage available to him through an employer, Defendant will cover the minor children on her health insurance if available at a reasonable cost through her respective employer.

Plaintiff and Defendant will split the children's medical expenses on a 50/50 basis for the cost of all uninsured medical, dental, orthodontic, prescription drugs, and eye care (including eye examinations, contact lenses and glasses) expenses, incurred by the minor children.

9. DEPENDENCY EXEMPTIONS: Plaintiff shall be entitled to claim the tax benefits associated with minor child, Jordan, in 2019 and each year thereafter. Defendant shall be entitled to claim the tax benefits associated with the minor child, Benjamin, in 2019 and each year thereafter. For tax purposes, Jordan resides with the Plaintiff 183 days per year and Benjamin resides with the Defendant 183 days per year.

When only one child remains a minor, the tax benefits will be alternated between the parties, with Plaintiff claiming him in even-numbered years and the Defendant claiming him in odd-numbered years. If either of the parties investigate their income tax filing in January and determine that he or she will not financially benefit from claiming the child because he or she does not otherwise need to file an income tax return, then he or she shall assign the exemption to the other parent by February 15<sup>th</sup> of the filing year. Neither parent shall file an income tax return without prior confirmation of the filing status so that they do not mistakenly claim the child on both returns for any tax year.

10. SPOUSAL SUPPORT/ALIMONY: Plaintiff shall not pay spousal support/alimony to Defendant and Defendant shall not pay spousal support/alimony to Plaintiff. Each party acknowledges that they have been advised and understand that unless spousal support/alimony is awarded in the proceedings presently before the Court, the Decree cannot be subsequently modified at any time to include an award of spousal support/alimony to either party.

11. MOTOR VEHICLES: Plaintiff shall be awarded as his sole and separate property, free and clear of any interest of Defendant, the 2017 Jeep Grand Cherokee automobile, and the 1993 Dodge Stealth automobile, and Plaintiff shall pay and hold Defendant harmless from any and all liability for any loans or encumbrances against said vehicles, if any.

Defendant shall be awarded as her sole and separate property, free and clear of any interest of Plaintiff, any vehicle that she may currently possess, and she shall pay and hold Plaintiff harmless from any and all liability for any loans or encumbrances against said vehicle, if any.



Each party shall provide his/her own automobile liability insurance policy.

12. BANK ACCOUNTS: Plaintiff shall be awarded as his sole and separate property, free and clear of any interest of Defendant, any and all checking and/or savings accounts which he has held in his name alone. Defendant shall be awarded as her sole and separate property, free and clear of any interest of Plaintiff, any and all checking and/or savings accounts which she has held in her name alone.

13. RETIREMENT BENEFITS: Plaintiff shall be awarded as his sole and separate property, free and clear of any interest of Defendant, any pension or retirement plans he may have in his name, whether said plans are vested or unvested. Defendant shall be awarded as her sole and separate property, free and clear of any interest of Plaintiff, any pension or retirement plans she may have in her name, whether said plans are vested or unvested.

14. LIFE INSURANCE: The parties shall each be awarded as their sole and separate property, free and clear of any interest by the other, any life insurance policies presently insuring their lives, including cash values accumulated.

15. 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 and each party shall be awarded the property currently in his or her own respective possession, free and clear of any interest of the other, with the exception that the child's bed, which was made by Defendant's father but is still located at the marital home, will be returned to Defendant in good condition <sup>as soon as possible sue</sup> ~~no later than April 2020~~, thus allowing Plaintiff time to purchase a new bed for the minor child. <sub>CSW</sub>

16. MARITAL DEBTS: Plaintiff shall pay all personal debt presently in his name and hold Defendant harmless on the same. Specifically the following bills shall be paid by Plaintiff:

| <b>Creditor</b>         | <b>Approximate Amount Owed</b> |
|-------------------------|--------------------------------|
| Flagstar Mortgage       | \$68,969.05                    |
| Jeep loan               | \$36,151.47                    |
| Wells Fargo credit card | \$ 4,873.71                    |
| Sears Mastercard        | \$ 3,333.84                    |
| Scheels credit card     | \$ 2,184.77                    |

Any bills incurred after the separation of the parties on or about September 10, 2018

Defendant shall pay all personal debt presently in her name and hold Plaintiff harmless on the same. Specifically the following bills shall be paid by Defendant:

| <b>Creditor</b> | <b>Approximate Amount Owed</b> |
|-----------------|--------------------------------|
|-----------------|--------------------------------|

Any bills incurred after the separation of the parties on or about September 10, 2018

Each party agrees that he/she will not hereafter make any purchases or contracts or incur any expenses, debts, charges or liabilities in the name or upon the credit of the other or any liability whatsoever for which either party, their legal representatives, their property or their estate will or may become liable and each shall pay and hold the other harmless from any and all liability for any debts incurred after the date of separation of the parties on or about September 10, 2018.

17. ATTORNEY'S FEES AND COURT COSTS: Each party will pay his/her own attorney's fees, if any.

18. OTHER PROPERTY: The parties agree that except as specifically provided in this Agreement, all property of any kind hereafter acquired by Plaintiff or by 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 Plaintiff or Defendant shall remain the property of such person except as specifically provided in this Agreement.

19. ADVICE OF COUNSEL: Each of the parties expressly certifies 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 by duress, fraud, or undue influence of any person, that no representation of facts has been made by either party to the other except as herein expressly set forth, that both parties have had full access to the books and records of the other and both parties have full knowledge as to the business affairs of each other and the nature, extent and value of the property of the other and that the parties agree that this Agreement is fair and reasonable and not unconscionable.

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

(a) Defendant 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 Defendant has or may acquire as the spouse or widow of Plaintiff, or in the event of his death as an heir at law or surviving spouse of Plaintiff or otherwise; and Defendant will and does relinquish and waive all future, present or other interests in the property of Plaintiff except under the provisions of this Agreement.

(b) 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 Plaintiff has or may acquire as the spouse or widow of

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

(c) This Agreement will be and is a complete, final, and full settlement of all matters in dispute between the parties; and, in the event of death of either party within thirty (30) days after the Court decrees a 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.

21. 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 a setting aside this Agreement and the Decree of Dissolution of Marriage. The property referred to in the 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.

22. APPROVAL OF DISTRICT COURT: This Agreement shall be submitted for approval by the District Court of Gage 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 Court does not grant a dissolution of marriage herein or the Property Settlement and Custody 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.

23. 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 such manner and with such force and effect as shall necessary to effectuate the terms of this Agreement.

24. WAIVER OF BREACH: No waiver of breach by either party of the terms of this Agreement shall be deemed a 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.

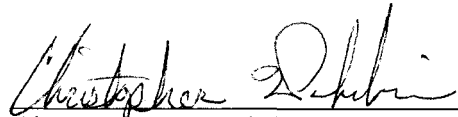
25. CAPTIONS: Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of the Agreement

or any provision hereof.

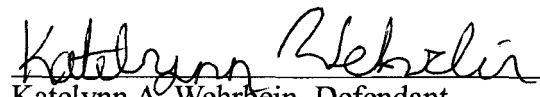
26. **INTERPRETATION:** No provision in this Agreement is to be interpreted for or against any party because that party or that party’s legal representative drafted the provision.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

Dated: 8-6-19

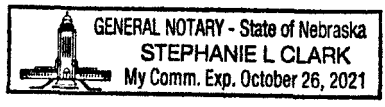
  
Christopher S. Wehrbein, Plaintiff

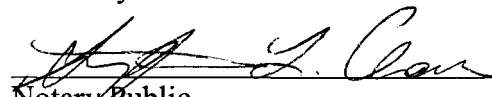
Dated: 10-2-19

  
Katelynn A. Wehrbein, Defendant

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF GAGE             )

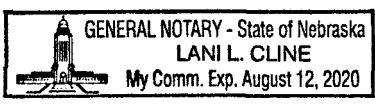
Now, on this 6<sup>th</sup> day of August, 2019, there personally appeared before me, the undersigned Notary Public in and for said County and State, Christopher S. Wehrbein, personally known to me to be the identical person who executed the foregoing Property Settlement Agreement as Plaintiff; and he acknowledged execution thereof to be his voluntary act and deed.

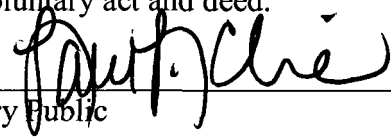


  
Notary Public

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF GAGE             )

Now, on this 2<sup>nd</sup> day of October, 2019, there personally appeared before me, the undersigned Notary Public in and for said County and State, Katelynn A. Wehrbein, personally known to me to be the identical person who executed the foregoing Property Settlement Agreement as Defendant; and she acknowledged execution thereof to be her voluntary act and deed.



  
Notary Public

Prepared by:

Stephanie L. Clark, #21237  
Nelson, Clark & Timan, P.C.  
1025 N. Sixth Street, Suite 2  
Beatrice, Nebraska 68310  
(402) 228-8900  
Attorney for Plaintiff

OCT 18 2019

IN THE DISTRICT COURT OF GAGE COUNTY, NEBRASKA

*Alvin H. Hill*  
Clerk of District Court

|                          |   |                    |
|--------------------------|---|--------------------|
| CHRISTOPHER S. WEHRBEIN, | ) | CASE NO. CI-18-322 |
|                          | ) |                    |
| Plaintiff,               | ) |                    |
|                          | ) |                    |
| vs.                      | ) | PARENTING PLAN     |
|                          | ) |                    |
| KATELYNN A. WEHRBEIN,    | ) |                    |
|                          | ) |                    |
| Defendant.               | ) |                    |

The Father wishes to have this Parenting Plan approved by the Court, and the Mother and Father mutually agree as follows:

1. The best interests of the parties' minor children will be maintained through the ongoing involvement of both the Mother and Father in the children's upbringing.
2. The Mother and Father agree that each parent is a fit and proper person to be involved in parenting their children.
3. The Mother and Father will remain active and involved in parenting their children.
4. The purpose of this Parenting Plan is to establish custody, parenting time, visitation, and other access arrangements, to determine parenting time to be spent with the Mother and Father, and to decide how to deal with any future disagreements between the Mother and Father about this Parenting Plan.
5. The Mother and Father understand that the needs of the children may change as the children get older, and they will interpret and apply this Plan in a way that best serves any changing needs of the children.
6. The Mother and Father shall share legal and physical custody of the children on a 50/50 basis. Unless the parties mutually agree otherwise, they shall exchange the children each Saturday at 4:00 p.m.
7. The parents will consult with one another before making major decisions concerning the parenting functions necessary to raise the children. Each parent will make the necessary day-to-day decisions for the children when they are with that parent. Neither party will remove the minor children from the Beatrice Public Schools district without permission of the other parent or the District Court of Gage County, Nebraska.
8. Holidays will be shared equally between the parties. The holiday schedule shall supersede the regular parenting time schedule. The parties wish to be flexible with one another regarding the holiday schedule. However, if the parties are unable to agree to a holiday schedule, either party may demand the following schedule be used.

**The Mother will have the following holiday time in even-numbered years and the Father will have the minor children for the below-referenced holidays in odd-numbered years.**

1. **Easter**: This holiday shall include that period of time during which the children are excused from school before the Easter holiday, including Easter Sunday, and shall commence at 5:00 p.m. on the day the children are released from school and conclude at 5:00 p.m. on the day before the children return to school.
2. **Thanksgiving**: This holiday shall be defined as that period of time during which the children are excused from school for the Thanksgiving holiday, including Thanksgiving day, and shall commence at 5:00 p.m. on the day the children are released from school and conclude at 5:00 p.m. on the day before the children return to school.
3. **Christmas Break (Second Half)/New Year's Holiday**: This holiday shall commence at 5:00 p.m. on the day marking the halfway point of the school break and shall conclude at 5:00 p.m. on the day before the children are to return to school.
4. **Fourth of July**: This holiday shall include only that day when the Fourth of July is nationally recognized and shall commence at 12:00 noon on July 4th and conclude at 12:00 noon on July 5th.
5. **Children's Birthdays**: from 5:00 p.m. to 8:00 p.m. or from 9:00 a.m. to 8:00 p.m. if not a day the children are in school.

**The Mother will have the following holiday time in odd-numbered years and the Father will have the minor children for the below-referenced holidays in even-numbered years.**

1. **Memorial Day Weekend**: This holiday shall include only that weekend when Memorial Day is nationally recognized and shall commence at 5:00 p.m. on Friday and conclude at 5:00 p.m. on Monday, Memorial Day.
2. **Labor Day Weekend**: This holiday shall include only that weekend when Labor Day is nationally recognized and shall commence at 5:00 p.m. on Friday and conclude at 5:00 p.m. on Monday, Labor Day.
3. **Christmas**: This holiday period shall commence at 5:00 p.m. on the day that the children are released from school for the Christmas holiday and shall conclude at 5:00 p.m. on the day marking the halfway point of the school break.

Every year:

**Father's/Mother's Day**: Every year the Father shall have the children on Father's Day and the Mother shall have the children on Mother's Day. This holiday shall commence at 9:00 a.m. and conclude at 5:00 p.m. on the Sunday on which such holiday is nationally observed.

**Parents' Birthdays**: Every year the Father shall have the children on his birthday and the Mother shall have the children on her birthday. This parenting time shall commence at 9:00 a.m. and conclude at 5:00 p.m. on the birthday.

**Halloween:** The parties' regular parenting time schedule will not be adjusted for this event. However, whichever party does not have the minor children on Halloween shall have the minor children for the "Night of the Great Pumpkin" event from 5:00 p.m. to 8:00 p.m.

The school schedule for the Beatrice Public schools shall be used with regard to all holiday parenting time, regardless of whether or not the minor children have started attending Kindergarten.

9. Transportation and Safety.

A. The party whose parenting time is beginning shall pick up the minor children from the residence of the party whose parenting time is ending at 6:00 p.m. on Fridays. If either party is "running late" he/she does not forfeit his/her parenting time. Whenever possible a parent shall provide transportation; however, other family members including grandparents and/or step-parents may also provide transportation for the minor children as long as they have a valid drivers license.

B. Neither party shall consume any illegal drugs during their parenting time with the minor children. Neither party shall leave the minor children unattended, without a caregiver, for any amount of time given their current age. Neither party shall allow the children to be around, or supervised by, anyone having an open case with the Nebraska Department of Health and Human Services, or on the Sex Offender Registry of any state.

10. Miscellaneous Provisions.

A. Temporary Changes. The parents may temporarily change the terms of this Plan as long as they both agree to said changes.

B. Telephone Time. Both parents shall have telephonic access to the minor children at reasonable times.

C. Medical Appointments. The Mother will schedule all of the minor children's medical and/or dental appointments and inform the Father of said appointments at least seven (7) days in advance whenever possible. Each party is responsible for getting the minor children to their appointments during that parties' parenting time whenever possible.

D. Prescription Medications. The parties shall cooperate with one another so that the minor children's prescriptions are exchanged in their prescription bottles, at the beginning of parenting time. All parties shall cooperate with one another to administer the minor children's medications as prescribed by their physician.

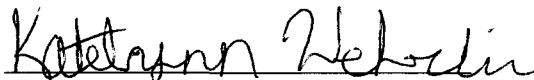
E. Children's Activities. The Mother and Father will notify one another in advance of all events where a parent may participate in the children's activities or events

(i.e. school plays, athletic events, teacher conferences, music recitals). Notice shall be provided in such a way that the other parent has the maximum opportunity to attend that activity or event. If the parties cannot mutually agree as to how to exchange this information with one another, they will utilize a "Google calendar" to communicate events to one another.

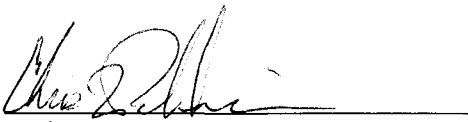
F. Permanent Changes. This Plan may be changed by mutual, written agreement of the parties. Both parents understand that any permanent changes must be approved by the Court to be binding and enforceable.

**REMEDATION PROCESS REGARDING FUTURE MODIFICATIONS TO THIS PARENTING PLAN**

In the event one or both of the parties wish to change the terms of this Plan in the future and the parties are unable to agree on the terms of such changes, the parties shall attempt to mediate their disagreements by talking to a third person or person who may be able to help the parties come to an agreement.

  
Mother

Date: 10-2-19

  
Father

Date: 8-6-19



**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on October 18, 2019 , 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:

Dustin A Garrison  
ae1249@hotmail.com

Stephanie L Clark  
office@nctlaw.net

Date: October 18, 2019

BY THE COURT:

*Alaine S. Wells*

CLERK





000117093D03

FILED  
In The Office of the Clerk of the District Court  
In Gage County, Nebraska

OCT 18 2019

*Alvin D. Kelly*  
Clerk of District Court

IN THE DISTRICT COURT OF GAGE COUNTY, NEBRASKA

CHRISTOPHER S. WEHRBEIN, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 KATELYNN A. WEHRBEIN, )  
 )  
 Defendant. )

CASE NO. CI-18-322

**PROPERTY SETTLEMENT AND CHILD  
CUSTODY AGREEMENT**

THIS AGREEMENT is made and entered into by and between Christopher S. Wehrbein, of Beatrice, Gage County, Nebraska, hereinafter referred to as "Plaintiff" and Katelynn A. Wehrbein, of Beatrice, Gage County, Nebraska, hereinafter referred to as "Defendant."

**WHEREAS**, the parties were lawfully married on the 17<sup>th</sup> day of August, 2013, in Wymore, Gage County, Nebraska; and

**WHEREAS**, on or about the 18th day of September, 2018, Plaintiff filed a Complaint in the District Court of Gage County, Nebraska, CI-18-322, seeking a dissolution of the aforesaid marriage, and Defendant was served with summons on September 20, 2018; and

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

**WHEREAS**, the parties wish to enter into a voluntary agreement determining their respective property rights and all other matters relating to the dissolution of their marriage including matters relating to spousal support/alimony, division of property, payment of debts, payment of attorneys fees, and other matters incident to the pending dissolution proceedings; and

**NOW THEREFORE**, in consideration of the promises and mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. **JURISDICTION**: The parties hereby specifically acknowledge and submit themselves to the jurisdiction of the District Court of Gage County, Nebraska, 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.
3. **CHILD CUSTODY**: There were two minor children born to the parties, to-wit: Jordan Audrey

Wehrbein, born in 2013, and Benjamin Michael Wehrbein, born in 2016. Their custody and welfare are affected by these proceedings.

Plaintiff and Defendant will be awarded the joint legal and physical care, custody, and control of the minor children. A Parenting Plan reached by the parties is attached hereto as "**Exhibit A.**"

The parties agree to cooperate and communicate with regard to the best interests of the minor children. Specifically, the parties agree as follows:

A. Recognizing the importance that mutual participation and cooperation play in nurturing the children in a stable, loving environment, both parties shall, in an effort to foster this environment, notify the other in advance of any decision regarding enrollment in school, the commencement of participation in religious activities, extra-curricular activities, and the commencement of health care involving the children, in order to gain the other's insight, opinions, and wishes in these matters.

B. The children's best interests require the utmost cooperation between the parents. To this end, neither party shall disparage or in any way denigrate the other parent in any activity or communication involving the children. Nor will either party allow another person to denigrate the other in front of the minor children. Neither parent will inquire of the other's personal affairs through the children. Each parent shall cooperate with the other, to the fullest extent necessary, in order to foster and promote a safe, secure and loving environment for the children.

C. The parties will keep one another informed of the children's medical, religious, social and educational progress by providing access to school, governmental, law enforcement, medical, and health-related records and access to all teachers, government officials, and doctors. Both parties shall execute any releases, waivers, or other documents that might be necessary to enable the other to enjoy these rights.

D. The parties will inform one another of the children's social and extra-curricular activities, so that both may participate, where possible and appropriate.

E. The parents shall promptly inform and consult with each other, in the event of any medical problems involving their children. If there is an illness or injury involving one of the children, the parent first learning of the condition shall immediately notify the other.

F. Either parent may authorize medical treatment.

G. The parties shall cooperate with one another so that either party may receive, at his/her request and expense, copies of all medical and dental records, school and government records, reports of physicians and dentists and any other records that may relate to the children. Both parties shall execute any releases, waivers, or other documents that may be necessary to enable the other to enjoy these rights.

H. The parties agree that they will be jointly named as contact persons at medical facilities, extra-

curricular activities, and other activities or places that require such a contact person, so that both parents are contacted regarding matters pertaining to their children's health, welfare, and education.

4. CHILD SUPPORT: Plaintiff shall pay through the Nebraska Child Support Payment Center child support for the support and maintenance of the minor children of the parties the sum of \$50.00 per month for two children. When child support is due for one child, it will remain at \$50.00 per month.

These payments shall commence on the first day of the month following the entry of the Decree, and shall continue to be due and payable on the first day of each month thereafter until the children reach the age of majority, die, marry, become emancipated, or until further Order of the Court. Wage withholding will be instituted through Plaintiff's employer. The parties have attached to this Property Settlement and Custody Agreement as "**Exhibit B**", a Child Support Worksheet.

5. MISCELLANEOUS EXPENSES: Plaintiff and Defendant will each pay one-half of the cost of the minor children's school lunches, extra-curricular activities, and other expenses.

6. REAL ESTATE: The parties are the owners of real estate located at 409 N. 10<sup>th</sup> Street, Beatrice, Nebraska. That property is more particularly described as:

**Lot 3, Block 4, Original Town, now the City of Beatrice, Gage County, Nebraska**

Plaintiff shall be awarded said property as his sole and separate property, free and clear of any interest of Defendant and he shall pay and hold Defendant free and harmless from any and all liability for any loans, encumbrances, taxes, or insurance due on said residence. Defendant shall, on entry of the Decree of Dissolution of Marriage, execute a Quitclaim Deed to Defendant transferring her interest in said real estate to Plaintiff.

7. HEALTH INSURANCE FOR SPOUSE: Both parties are currently covered on Plaintiff's health insurance through his employer. Plaintiff will provide health insurance coverage for Defendant for six months following the entry of the Decree of Dissolution in this matter. Each party will pay for their own out-of-pocket medical expenses that are not covered by insurance.

Should the employer or health insurance provider fail to recognize the provisions of Neb. Rev. Stat. § 42-327.01(3) regarding continuation of the marital relations for purposes of health insurance, or if health insurance is only available to the Defendant through the provisions of COBRA, Plaintiff shall have no obligation to provide any such continuing health insurance for six (6) months. Any deductibles or non-covered costs incurred by the Defendant in connection with the continued health insurance coverage shall be the sole responsibility of the Defendant.

8. HEALTH INSURANCE FOR MINOR CHILDREN: Plaintiff will continue to cover the minor

children on his existing health insurance policy through his employer and continue health insurance coverage on the minor children of the parties during their minority if available at a reasonable cost through his respective employer. If Plaintiff does not have reasonably priced health insurance coverage available to him through an employer, Defendant will cover the minor children on her health insurance if available at a reasonable cost through her respective employer.

Plaintiff and Defendant will split the children's medical expenses on a 50/50 basis for the cost of all uninsured medical, dental, orthodontic, prescription drugs, and eye care (including eye examinations, contact lenses and glasses) expenses, incurred by the minor children.

9. DEPENDENCY EXEMPTIONS: Plaintiff shall be entitled to claim the tax benefits associated with minor child, Jordan, in 2019 and each year thereafter. Defendant shall be entitled to claim the tax benefits associated with the minor child, Benjamin, in 2019 and each year thereafter. For tax purposes, Jordan resides with the Plaintiff 183 days per year and Benjamin resides with the Defendant 183 days per year.

When only one child remains a minor, the tax benefits will be alternated between the parties, with Plaintiff claiming him in even-numbered years and the Defendant claiming him in odd-numbered years. If either of the parties investigate their income tax filing in January and determine that he or she will not financially benefit from claiming the child because he or she does not otherwise need to file an income tax return, then he or she shall assign the exemption to the other parent by February 15<sup>th</sup> of the filing year. Neither parent shall file an income tax return without prior confirmation of the filing status so that they do not mistakenly claim the child on both returns for any tax year.

10. SPOUSAL SUPPORT/ALIMONY: Plaintiff shall not pay spousal support/alimony to Defendant and Defendant shall not pay spousal support/alimony to Plaintiff. Each party acknowledges that they have been advised and understand that unless spousal support/alimony is awarded in the proceedings presently before the Court, the Decree cannot be subsequently modified at any time to include an award of spousal support/alimony to either party.

11. MOTOR VEHICLES: Plaintiff shall be awarded as his sole and separate property, free and clear of any interest of Defendant, the 2017 Jeep Grand Cherokee automobile, and the 1993 Dodge Stealth automobile, and Plaintiff shall pay and hold Defendant harmless from any and all liability for any loans or encumbrances against said vehicles, if any.

Defendant shall be awarded as her sole and separate property, free and clear of any interest of Plaintiff, any vehicle that she may currently possess, and she shall pay and hold Plaintiff harmless from any and all liability for any loans or encumbrances against said vehicle, if any.

Each party shall provide his/her own automobile liability insurance policy.

12. BANK ACCOUNTS: Plaintiff shall be awarded as his sole and separate property, free and clear of any interest of Defendant, any and all checking and/or savings accounts which he has held in his name alone. Defendant shall be awarded as her sole and separate property, free and clear of any interest of Plaintiff, any and all checking and/or savings accounts which she has held in her name alone.

13. RETIREMENT BENEFITS: Plaintiff shall be awarded as his sole and separate property, free and clear of any interest of Defendant, any pension or retirement plans he may have in his name, whether said plans are vested or unvested. Defendant shall be awarded as her sole and separate property, free and clear of any interest of Plaintiff, any pension or retirement plans she may have in her name, whether said plans are vested or unvested.

14. LIFE INSURANCE: The parties shall each be awarded as their sole and separate property, free and clear of any interest by the other, any life insurance policies presently insuring their lives, including cash values accumulated.

15. 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 and each party shall be awarded the property currently in his or her own respective possession, free and clear of any interest of the other, with the exception that the child's bed, which was made by Defendant's father but is still located at the marital home, will be returned to Defendant in good condition <sup>as soon as possible suc</sup> ~~no later than April 2020~~, thus allowing Plaintiff time to purchase a new bed for the minor child. <sub>CSW</sub>

16. MARITAL DEBTS: Plaintiff shall pay all personal debt presently in his name and hold Defendant harmless on the same. Specifically the following bills shall be paid by Plaintiff:

| <b>Creditor</b>         | <b>Approximate Amount Owed</b> |
|-------------------------|--------------------------------|
| Flagstar Mortgage       | \$68,969.05                    |
| Jeep loan               | \$36,151.47                    |
| Wells Fargo credit card | \$ 4,873.71                    |
| Sears Mastercard        | \$ 3,333.84                    |
| Scheels credit card     | \$ 2,184.77                    |

Any bills incurred after the separation of the parties on or about September 10, 2018

Defendant shall pay all personal debt presently in her name and hold Plaintiff harmless on the same. Specifically the following bills shall be paid by Defendant:

| <b>Creditor</b> | <b>Approximate Amount Owed</b> |
|-----------------|--------------------------------|
|-----------------|--------------------------------|

Any bills incurred after the separation of the parties on or about September 10, 2018

Each party agrees that he/she will not hereafter make any purchases or contracts or incur any expenses, debts, charges or liabilities in the name or upon the credit of the other or any liability whatsoever for which either party, their legal representatives, their property or their estate will or may become liable and each shall pay and hold the other harmless from any and all liability for any debts incurred after the date of separation of the parties on or about September 10, 2018.

17. ATTORNEY'S FEES AND COURT COSTS: Each party will pay his/her own attorney's fees, if any.

18. OTHER PROPERTY: The parties agree that except as specifically provided in this Agreement, all property of any kind hereafter acquired by Plaintiff or by 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 Plaintiff or Defendant shall remain the property of such person except as specifically provided in this Agreement.

19. ADVICE OF COUNSEL: Each of the parties expressly certifies 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 by duress, fraud, or undue influence of any person, that no representation of facts has been made by either party to the other except as herein expressly set forth, that both parties have had full access to the books and records of the other and both parties have full knowledge as to the business affairs of each other and the nature, extent and value of the property of the other and that the parties agree that this Agreement is fair and reasonable and not unconscionable.

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

(a) Defendant 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 Defendant has or may acquire as the spouse or widow of Plaintiff, or in the event of his death as an heir at law or surviving spouse of Plaintiff or otherwise; and Defendant will and does relinquish and waive all future, present or other interests in the property of Plaintiff except under the provisions of this Agreement.

(b) 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 Plaintiff has or may acquire as the spouse or widow of

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

(c) This Agreement will be and is a complete, final, and full settlement of all matters in dispute between the parties; and, in the event of death of either party within thirty (30) days after the Court decrees a 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.

21. 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 a setting aside this Agreement and the Decree of Dissolution of Marriage. The property referred to in the 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.

22. APPROVAL OF DISTRICT COURT: This Agreement shall be submitted for approval by the District Court of Gage 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 Court does not grant a dissolution of marriage herein or the Property Settlement and Custody 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.

23. 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 such manner and with such force and effect as shall necessary to effectuate the terms of this Agreement.

24. WAIVER OF BREACH: No waiver of breach by either party of the terms of this Agreement shall be deemed a 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.

25. 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 the Agreement



or any provision hereof.

26. 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 hereunto set their hands.

Dated: 8-6-19

Christopher S. Wehrbein  
Christopher S. Wehrbein, Plaintiff

Dated: 10-2-19

Katelynn A. Wehrbein  
Katelynn A. Wehrbein, Defendant

STATE OF NEBRASKA )  
  ) ss.  
COUNTY OF GAGE )

Now, on this 6<sup>th</sup> day of August, 2019, there personally appeared before me, the undersigned Notary Public in and for said County and State, Christopher S. Wehrbein, personally known to me to be the identical person who executed the foregoing Property Settlement Agreement as Plaintiff; and he acknowledged execution thereof to be his voluntary act and deed.



Stephanie L. Clark  
Notary Public

STATE OF NEBRASKA )  
  ) ss.  
COUNTY OF GAGE )

Now, on this 2<sup>nd</sup> day of October, 2019, there personally appeared before me, the undersigned Notary Public in and for said County and State, Katelynn A. Wehrbein, personally known to me to be the identical person who executed the foregoing Property Settlement Agreement as Defendant; and she acknowledged execution thereof to be her voluntary act and deed.



Lani L. Cline  
Notary Public

Prepared by:  
  
Stephanie L. Clark, #21237  
Nelson, Clark & Timan, P.C.  
1025 N. Sixth Street, Suite 2  
Beatrice, Nebraska 68310  
(402) 228-8900  
Attorney for Plaintiff