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## Nebraska Judicial Branch

## Case Summary

In the District Court of Sarpy County  
 The Case ID is CI 17 0000758  
 Beth A Roth v. Steven G Roth  
 The Honorable George A Thompson, presiding.  
 REFEREE N  
 Classification: Dissolution of Marriage  
 Filed on 04/28/2017  
 This case is Closed as of 09/17/2018  
 It was disposed as Uncontested Default

## Parties/Attorneys to the Case

Party	Attorney
Plaintiff ACTIVE	
Beth A Roth	John w Ballew Jr
7107 S 100th Cir	3800 verMaas Place Ste 101
La Vista NE 68128	Lincoln NE 68502
	402-436-3030
Defendant ACTIVE	
Steven G Roth	Virginia A Albers
1202 Mackensey Drive	100 Scoular Bldg
Papillion NE 68046	2027 Dodge St
	Omaha NE 68102
	402-930-1000

## Judgment Information

On 09/05/2017 judgment of Child Support was entered.  
 Default interest rate is 3.1520%  
 Financial records maintained by Health and Human Services  
 The judgment creditor is Beth A Roth  
 The judgment debtor is Steven G Roth  
 Obligation of \$1,967.00 is monthly from 09/01/2017 to 03/31/2018  
 Obligation of \$1,392.00 is monthly from 04/01/2018 to 01/31/2019  
 Obligation of \$800.00 is monthly from 02/01/2019 to 02/06/2021  
 On 09/17/2018 judgment of Spousal Support/Alimony was entered.  
 Default interest rate is 4.1360%  
 Financial records maintained by Health and Human Services  
 The judgment creditor is Beth A Roth  
 The judgment debtor is Steven G Roth  
 Obligation of \$55,000.00 is Yearly from 02/01/2019 to 01/31/2025  
 On 09/17/2018 judgment of Property Settlement was entered for \$170,000.00  
 Judgment was satisfied on 10/12/2018  
 The judgment creditor is Beth A Roth  
 The judgment debtor is Steven G Roth

## Case Schedule Information

Trial is scheduled  
 for 09/06/2018 at 09:00 AM in room Sarpy District Courtroom #8

## Court Costs Information

Incurring By	Account	Date	Amount
Plaintiff	Petition	04/28/2017	\$35.00
Plaintiff	Filing Fee - State	04/28/2017	\$3.00
Plaintiff	Automation Fee	04/28/2017	\$8.00
Plaintiff	NSC Education Fee	04/28/2017	\$1.00
Plaintiff	Dispute Resolution Fee	04/28/2017	\$0.75
Plaintiff	Indigent Defense Fee	04/28/2017	\$3.00
Plaintiff	Uniform Data Analysis Fee	04/28/2017	\$1.00
Plaintiff	Dissolution Fee	04/28/2017	\$25.00
Plaintiff	Parenting Act Fund	04/28/2017	\$50.00
Plaintiff	J.R.F.	04/28/2017	\$6.00
Plaintiff	Filing Fee-JRF	04/28/2017	\$4.00
Plaintiff	Legal Aid/Services Fund	04/28/2017	\$6.25
Plaintiff	Complete Record	04/28/2017	\$15.00
Plaintiff	Photocopy Fees	01/30/2019	\$12.00

## 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
447669	Internet Payment	01/30/2019	Roth,Beth,A	\$12.00
			Photocopy Fees	\$12.00
444775	Cashier's Check	10/12/2018	Roth,Steven,G	\$170,000.00
			Property Settlement	\$170,000.00
428686	Electronic Trans	04/28/2017	Roth,Beth,A	\$158.00
			Petition	\$35.00
			Filing Fee - State	\$3.00
			Automation Fee	\$8.00
			NSC Education Fee	\$1.00
			Dispute Resolution Fee	\$.75
			Indigent Defense Fee	\$3.00
			Uniform Data Analysis	\$1.00

Receipt	Type	Date	For	Amount
			Dissolution Fee	\$25.00
			Parenting Act Fund	\$50.00
			J.R.F.	\$6.00
			Filing Fee-JRF	\$4.00
			Legal Aid/Services Fun	\$6.25
			Complete Record	\$15.00

### Payments Made by the Court

Check	Date	To	Amount
216939	10/12/2018	Roth, Beth, A	\$170,000.00

### Register of Actions

03/07/2019 Order-Nunc Pro Tunc  
This action initiated by George A Thompson  
eNotice Certificate Attached  
  
Image ID 000631984D59

02/28/2019 Motion-Nunc Pro Tunc  
This action initiated by party Beth A Roth  
Joint Stipulation for Order Nunc Pro Tunc  
Image ID N19059YJOD59

02/05/2019 Motion-Nunc Pro Tunc  
This action initiated by party Beth A Roth  
Hearing Set: 3/8/19 8:30 #8  
Image ID N19036RRUD59

01/30/2019 Photocopy Made-Internet Request

10/29/2018 HHS/BVS Divorce Certificate

09/17/2018 Parenting Plan  
(Image in Decree)

09/17/2018 Decree  
This action initiated by George A Thompson  
eNotice Certificate Attached  
Image ID 000612673D59

07/19/2018 Notice-Take Deposition  
This action initiated by party Beth A Roth  
Depo upon Steven G Roth on 08/08/18 @ 9am at the office of Slowiaczek  
Albers PC LLO 100 Scoular Bldg 2027 Dodge St Omaha NE  
Image ID N18200GU2D59

07/19/2018 Notice-Take Deposition  
This action initiated by party Steven G Roth

Depo upon Beth A. Roth on 08/08/2018 @ 9am at the office of Slowiaczek  
Albers 100 Scoular Bldg 2027 Dodge St Omaha Ne  
Image ID N18200F1D59

05/31/2018 Notice-Serving Documents  
This action initiated by party Steven G Roth  
Notice of Intent to Issue Rule 6-334(A) Subpoena  
Image ID N18151EVMD59

04/11/2018 Sent to CSE Finance/CHARTS  
Non mon rcpt for child support

04/10/2018 Receipt  
This action initiated by party Beth A Roth  
Receipt for child support \$2717.00 does not incl int  
Image ID N181001EUD59

03/30/2018 Journal Entry & Order  
This action initiated by George A Thompson  
Image ID D00164051D59

03/30/2018 Hearing

03/27/2018 Motion-Temp Order  
This action initiated by party Steven G Roth  
Hearing set: 3/30/18 #8 8:30  
Image ID N1808693WD59

03/08/2018 Motion-Temp Order  
This action initiated by party Beth A Roth  
Hearing 03/30/2018 @ 8:30am #8  
Image ID N18067VT8D59

02/28/2018 Journal Entry & Order  
This action initiated by George A Thompson  
Image ID D00161923D59

02/28/2018 Hearing

02/15/2018 Notice-Serving Documents  
This action initiated by party Beth A Roth  
Def served w/ Plf's Responses to Supplemental Requests for Production of  
Documents (second set) by hand delivery to Def Atty  
Image ID N18046BQ6D59

01/25/2018 Order-Continuance  
This action initiated by George A Thompson  
eNotice Certificate Attached

Image ID N18024074D59

01/24/2018 Motion Filed  
This action initiated by party Beth A Roth  
Motion to Reschedule Pretrial Hearing Hearing is set for 2/28/18 at 8:30am #8  
Image ID N1802406YD59

01/16/2018 Notice-Serving Documents  
This action initiated by party Beth A Roth  
Interrogatories (Second Set)  
Image ID N18016OWGD59

01/10/2018 Journal Entry & Order  
This action initiated by George A Thompson

Image ID D00159277D59

01/10/2018 Hearing

11/14/2017 Notice-Serving Documents

This action initiated by party Steven G Roth  
Plf served w/ Supplemental Request for Production of Documents(Second Set  
to Plf Atty via email on 11/14/17  
Image ID N17318XU2D59

09/19/2017 Notice-Serving Documents

This action initiated by party Steven G Roth  
Answers to Interrogatories and a Response to Request for Production of  
Documents  
Image ID N17262FSKD59

09/08/2017 Notice-Serving Documents

This action initiated by party Beth A Roth  
Def served w/ Plf's Answers to Interrogatories and Responses to Requests  
for Production of Documents by hand delivery on 09/07/2017  
Image ID N172517M0D59

09/05/2017 Temporary Order

This action initiated by George A Thompson  
eNotice Certificate Attached  
Image ID 000567337D59

08/30/2017 Stipulation

This action initiated by party Beth A Roth  
Joint Stipulation for Entry of Temporary Order  
Image ID N17242CHGD59

08/18/2017 Journal Entry & Order

This action initiated by George A Thompson  
Image ID D00152262D59

08/18/2017 Hearing

07/21/2017 withdraw Pleading

This action initiated by party Beth A Roth  
withdrawal of Rule 34A Subpoena  
Image ID N17202POKD59

07/13/2017 Amended Notice of Hearing

This action initiated by party Beth A Roth  
Third Amended Notice of Hearing is set for 8/18/17 at 8:30am #8  
Image ID N171940E2D59

07/12/2017 Notice-Serving Documents

This action initiated by party Steven G Roth  
Notice of Serving Interrogatories and Request for Production of Documents  
Image ID N17193LGUD59

07/06/2017 Reply

This action initiated by party Beth A Roth  
Plf's Reply to Def's Answer and Counterclaim  
Image ID N1718700D59

07/06/2017 Proof of Service

This action initiated by party Beth A Roth  
Rule 34a served  
Image ID N17187ZUAD59

07/05/2017 Cert-Parent Ed Course Completion  
This action initiated by party Beth A Roth  
  
Image ID N17186SZUD59

06/27/2017 Entry of Appearance  
This action initiated by party Steven G Roth  
Virginia A. Albers enters her appearance as counsel for the Defendant  
Image ID N1717802UD59

06/26/2017 Cross Petition/Counter Claim  
This action initiated by party Steven G Roth  
\*\*Image on Answer\*\*

06/26/2017 Cert-Parent Ed Course Completion  
This action initiated by party Steven G Roth  
Image ID N17177WC4D59

06/26/2017 Answer  
  
This action initiated by party Steven G Roth  
Answer & Counterclaim  
Image ID N17177WC0D59

06/22/2017 Hearing Date Cancelled  
Amended Notice-filed;Hrg set for 6/26/17 is canceled;Hrg is reset for  
7/14/17 8:30am  
Image ID 000557263D59

06/21/2017 Amended Notice of Hearing  
This action initiated by party Beth A Roth  
Amended Hearing is set for 7/14/17 at 8:30am #8  
Image ID N17172FOID59

06/19/2017 Cert-Parent Ed Course Completion  
This action initiated by party Steven G Roth  
  
Image ID 000555240D59

05/30/2017 Hearing Date Cancelled  
Amnd Notice of hrg filed herein/ Hrg set for 6-5-17 is canceled & reset f  
or 6-26-17 at 1:00pm  
Image ID 000551566D59

05/24/2017 Amended Notice of Hearing  
This action initiated by party Beth A Roth  
Motion for Temporary Orders Hrng 06/26/2017 @ 1pm #8  
Image ID N17144GG0D59

05/24/2017 Voluntary Appearance  
This action initiated by party Steven G Roth  
Image ID N17144EOYD59

05/15/2017 Motion-Temp Order  
This action initiated by party Beth A Roth  
Motion for Temporary Orders Hrng 06/05/2017 @ 1pm #8  
Image ID N17135DESD59

05/02/2017 Order  
This action initiated by Stefanie Martinez  
Order to Complete Parents Education Course eNotice Certificate Attached  
Image ID 000547174D59

04/28/2017 Parent Act Notice-Dad

04/28/2017 Parent Act Notice-Mom

04/28/2017 BVS Complete Certificate

04/28/2017 Confidential Document \*  
This action initiated by party Beth A Roth

04/28/2017 Confidential Document \*  
This action initiated by party Beth A Roth

04/28/2017 Complaint-Dissolution of Marriage  
This action initiated by party Beth A Roth  
Image ID N171180GQD59

### Judges Notes

01/25/2018  
Thompson  
Order continuing pretrial conference.

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

BETH A. ROTH,

Plaintiff,

vs.

STEVEN G. ROTH,

Defendant.

Case No. CI 17-758

DECREE OF DISSOLUTION  
OF MARRIAGE

*Carol Hanzel*  
CLERK DISTRICT COURT

FILED  
SARPY COUNTY  
DISTRICT COURT  
2018 SEP 17 AM 8:50

THIS MATTER was submitted to the Court on the 14<sup>th</sup> day of September 2018, on the Complaint for Dissolution of Marriage filed by the Plaintiff and the Answer and Counterclaim filed by the Defendant.

During these proceedings, Plaintiff was represented by John W. Ballew, Jr. and Adam R. Little of BALLEW HAZEN, PC, LLO. Defendant was represented by John S. Slowiaczek and Virginia A. Albers of SLOWIACZEK ALBERS PC, LLO.

No formal hearing was held as both parties waived their right to a hearing pursuant to Neb. Rev. Stat. § 42-361 (Reissue 2016). Prior to signing this Decree, the Court reviewed its entire file including the Complaint, Voluntary Appearance and the Answer and Counterclaim.

By signing this Decree, the parties waive final hearing and certify:

- they made every reasonable effort to reconcile but their marriage is irretrievably broken; and
- the findings of fact and conclusions of law recited in this Decree are accurate and correct; and
- they consent to the entry of a Judgment of this Court containing the terms set forth in this Decree; and
- they accept the benefits of this Decree and corresponding Judgment in full and complete satisfaction of all allowances, financial claims, monetary demands, property claims and rights, and support money of every character, kind, or nature whatsoever which each may have as the spouse or surviving spouse of the other,



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and that each party has relinquished and waived all future, present, or other interests in the property of the other except under the provisions of this Decree; and,

- this Decree is not the result of any fraud, duress, coercion or undue influence.

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

1. Both parties resided in the State of Nebraska for at least one (1) year immediately prior to the filing of the Complaint with the bona fide intention of making Nebraska their permanent home.
2. Plaintiff filed a Complaint for Dissolution of Marriage on April 28, 2017.
3. Defendant entered a Voluntary Appearance on May 24, 2017.
4. More than sixty (60) days have passed since the Defendant was served and the mandatory waiting period required by Neb. Rev. Stat. § 42-363 (Reissue 2016) is satisfied.
5. The parties were married on February 5, 1997, in Ocho Rios, Jamaica.
6. Three (3) children have been born of this marriage, only one (1) of whom is still a minor, namely: Hallie Roth (Year of Birth: 2003).
7. Neither person is a party to any other pending action for divorce, separation or dissolution of marriage, either in Nebraska or any place else.
8. Neither party is a member of the Armed Forces of the United States of America nor has either party been ordered to report for duty.
9. Neither party has participated as a party, witness, or in any other capacity in any litigation concerning the custody of the children in the State of Nebraska or in any other state.
10. The Court has personal and subject matter jurisdiction over the parties.
11. Nebraska is the children's home state pursuant to the *Uniform Child Custody Jurisdiction and Enforcement Act*, Neb. Rev. Stat. § 43-1226, *et. seq.*
12. **PROPERTY SETTLEMENT AGREEMENT, PARENTING PLAN & CHILD SUPPORT OBLIGATIONS.** The parties' Property Settlement Agreement, Parenting Plan and Child Support Stipulation is as follows:
  - a. **TITLES.** Plaintiff shall be referred to as Plaintiff or Wife. Defendant shall be

referred to as Defendant or Husband.

- b. **EFFECTIVE DATE.** This Agreement shall become binding upon the parties and their respective legal representatives, heirs, successors and assigns immediately following the dissolution of their marriage in the pending proceeding, provided the provisions of this Agreement are approved by the Court. In the event that the Decree of Dissolution is not entered by the Court, the terms and conditions of this Agreement shall be null and void.
- c. **CARE, CUSTODY AND CONTROL OF MINOR CHILD.** Both parents are fit and proper persons to be awarded the permanent care, custody and control of the minor child of the parties, and it is in the child's best interests that the parents share joint legal custody with the Plaintiff having primary physical custody, subject to Defendant's rights of reasonable and liberal parenting time, as more fully set out in the parties' Parenting Plan. The Parenting Plan is attached hereto and marked as **Exhibit A.**
- d. **CHILD SUPPORT.** Child support has been calculated in compliance with the *Nebraska Child Support Guidelines* and the terms and provisions of the Guidelines are specifically incorporated into this Agreement. Attached and marked as **Exhibit B** is the calculation relied upon by the parties.

For the months of September 2018 through and including January of 2019, child support shall be in the amount of \$1,392 per month.

Commencing on the first day of February 2019, and continuing on the first day of each month thereafter, the Husband shall pay child support to the Wife in the amount of \$800 per month for the one minor child.

Child support shall be adjusted or terminated when the child reaches the age of majority under Nebraska law, becomes emancipated, becomes self-supporting, marries or dies, or upon further Order of the Court. All child support must be paid by the Husband to the Wife through the Nebraska Child Support Payment Center, P.O. Box 82600, Lincoln, Nebraska 68501-2600.

- e. **AUTOMATIC INCOME WITHHOLDING.** Pursuant to Neb. Rev. Stat. § 43-1718 (Reissue 2016), the Defendant shall be allowed to make child support payments directly to the Nebraska Child Support Payment Center, P.O. Box 82600, Lincoln, Nebraska 68501-2600/<https://childsupport.nebraska.gov/>, and mandatory income withholding shall not apply.
- f. **ADDITIONAL DIRECT EXPENSES (BATON EXPENSES).** Until January 31, 2019, the parties agree to be equally responsible for Hallie's activity costs, including baton competitions, lessons, enrollment fees, travel for baton

competitions only and club membership. Plaintiff shall pay Hallie's baton expenses and present proof of payment to Defendant. Defendant shall then reimburse Plaintiff. Until January 31, 2019, Defendant shall pay for Hallie's cell phone service. Commencing February 1, 2019, Defendant shall have no obligation to pay for any of Hallie's direct expenses other than uninsured reasonable and necessary health care expenses. All requests for reimbursement shall be sent directly to Defendant by the Plaintiff.

- g. **HEALTH, MEDICAL AND DENTAL INSURANCE.** The Husband shall maintain health and medical insurance for the Wife and the minor child until January 31, 2019. After January 31, 2019, Husband shall provide health insurance for the minor child, Hallie, for so long as he has a child support obligation.

The Wife shall maintain the existing dental insurance for herself, the Husband and the children until January 31, 2019. The Wife shall pay each premium as it comes due and the Husband shall reimburse her for fifty percent (50%) of the cost upon proof of payment. The Plaintiff shall submit requests for reimbursement directly to Defendant.

- h. **HEALTH AND MEDICAL EXPENSES INCURRED ON BEHALF OF CHILD AND NOT COVERED BY INSURANCE.** Commencing upon the entry of the Decree, the Wife shall pay forty percent (40%) and the Husband shall pay sixty percent (60%) of all uninsured reasonable and necessary health care costs for the parties' minor child that are not covered by insurance.

Should either parent incur uninsured health care expenses for the child, (i.e., co-pays, prescriptions, etc.), he or she shall provide the other with written evidence of the actual out of pocket expense and payment within ninety (90) days of receiving the initial bill or demand for payment regarding the expense. The other party shall remit his or her respective percentage to the other party within thirty (30) days of receiving satisfactory evidence of same. Any party who does not provide the other with written evidence within ninety (90) days as set forth herein shall be precluded for demanding reimbursement for said expenses.

- i. **ALIMONY.** The Husband shall pay, through the Nebraska Child Support Payment Center, P.O. Box 82600, Lincoln, Nebraska 68501-2600/<https://childsupport.nebraska.gov/>, alimony for the support and maintenance of the Wife in the sum of \$55,000 per year, commencing upon the first day of February 2019 and continuing to be due and payable on the first day of February thereafter until the death of the Plaintiff or a total of six (6) years, whichever occurs first. Alimony shall not terminate upon the death of the Defendant nor upon the Plaintiff's remarriage. Alimony is non-modifiable as to term or amount.

- j. **LIFE INSURANCE.** Each party shall be awarded any life insurance policy he or she currently owns. The parties have a “second to die” policy for the benefit of their children owned in an irrevocable trust. This policy shall be separated.
- k. **PROPERTY AWARDED TO THE PLAINTIFF.** The Plaintiff shall be awarded these assets free and clear of any interest of the Husband.
  - i. Hogan Farm – located at 29<sup>th</sup> & Gilmore Road, Bellevue, Ne and inclusive of Parcel IDs 011170662, 011592188, 011592187, 011592189 and 011595760 totaling 60.74 acres. See attachment K1 for complete legal description.
  - ii. Cedar Creek Farm – legally described as – The Northeast Quarter (NE¼) of Section 4, Township 12 North, Range 12 East of the 6<sup>th</sup> P.M., in Cass County, Nebraska, except that part thereof designated as Tax Lot 1.
  - iii. American Income Life – Policy No. 9335465.
  - iv. Royal Neighbors – (cashed out).
  - v. Get Glamorous, LLC – (d/b/a Bloom Salon, including its assets and leases).
  - vi. Facebook Cash (already received).
  - vii. Koster Investments, LLC.

As to the Hogan and Cedar Creek Farms, the Husband shall have unobstructed and continuous access to the properties in order to complete the 2018 harvest of crops growing thereon. Husband shall be entitled to harvest and market the crops without any claim of the Wife to the proceeds.

- l. **PROPERTY AWARDED TO DEFENDANT.**
  - i. White Farm – legally described as – The North ½ of the Northeast ¼, except Tax Lot 7, Section 16, Township 12 North, Range 13, East of the 6<sup>th</sup> P.M., Cass County, Nebraska.
  - ii. 80 acres, Cass County – legally described as – The E½ SE¼ of Section 9, Township 12 North, Range 13, East of the 6<sup>th</sup> P.M., Cass County, Nebraska.
  - iii. Home Place – See attachment K3 for legal description.
  - iv. Thurman Farm – See attachment K4i and K4ii for legal description.

- v. Radke Farm – legally described as – The NE¼; the E½ of the NW¼ and the East 9.77 acres of the W½ of the NW¼, all in 30-70-40, Fremont County, Iowa.
  - vi. 1202 Mackensey Drive, Papillion, Nebraska – legally described as – Lot 92 Hickory Estates, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska (Parcel Number: 011243872). The Husband shall pay the remaining mortgage on Mackensey as it comes due and indemnify and hold the Wife harmless therefrom. The Husband shall not be obligated to refinance the mortgage unless the fact that the existence of this joint debt obligation precludes the Wife from obtaining credit in the future.
  - vii. 681 Serenity Pointe, Ashland, Nebraska 68003 – legally described as – LOT 14 LAKE ALLURE ADDITION 18-13-10, Saunders County, Nebraska (Parcel Number 003384015).
  - viii. American Income Life – Policies 8421262 and 9335464.
  - ix. Facebook Cash (already received).
  - x. Roth, Inc. (including all its assets, leases, class action lawsuits, crop inventory, Ethanol Plant, equipment, motor vehicles, etc.).
  - xi. SGR Properties, LLC. (including all its assets, leases, etc.)
  - xii. Branson, Missouri Timeshare Villas at Lantern Bay – See attachment Kxii for legal description.
  - xiii. Farmer's Mutual Check (\$7,600) – for damage to Jeep. Plaintiff shall endorse the check.
- m. **HOUSEHOLD GOODS, FURNITURE, FURNISHINGS & PERSONAL EFFECTS.** The parties have divided their household goods, furnishings, furniture, jewelry, memorabilia and all other personal effects and each party shall be awarded the property currently in his or her respective possession. Uncle Joe's baseball collection shall be awarded to Plaintiff. Plaintiff shall direct her Father to allow Defendant to retrieve scaffolding presently in her father's possession.

Plaintiff shall be awarded the following items of personal property in Defendant's possession and shall remove them from the family home within 30 days of the entry of the Decree: Uncle Joe's curio cabinet, baseballs, and autographed pictures; 2 bikes from the farm; 2 twin beds, mattresses, bedding, dresser & night stand; black buffet; and Hamms bar sign, boy

peeing bar light, glassware, bar stools, bar and shelving.

Defendant is awarded the dog Cindy Lou subject to Plaintiff's reasonable rights of visitation to be facilitated by the minor child Hallie during her parenting time with Plaintiff to be exercised one or two weekends per month.

Each party acknowledges by execution of this Agreement that they have in their possession all items of personal property, tangible or intangible, to which they lay a claim, and neither shall make any claim against the other for any personal property in the other person's possession following the entry of the Decree of Dissolution.

- n. **MOTOR VEHICLES.** The parties' motor vehicles are titled in the LLCs they are being awarded. The Husband is awarded the Jet Ski in his possession.
- o. **RETIREMENT, PENSION, & INDIVIDUAL RETIREMENT ACCOUNTS.** There are no retirement accounts.
- p. **INVESTMENT ACCOUNTS, STOCKS, BONDS, ETC.** There are no investment accounts.
- q. **CHECKING, SAVINGS ACCOUNTS, CERTIFICATES OF DEPOSIT, MONEY MARKET ACCOUNTS, ETC.** Each party holds title to bank accounts in their respective names. Each party has disclosed all bank accounts (including savings, checking, certificates of deposit, money market accounts, and any other form of deposit account) to the other party. The parties agree that they each shall retain exclusive ownership of any savings accounts, checking, certificates of deposit, money market accounts and any other form of deposit account that they currently have, whether in their name or under their dominion and control, free and clear of any claim of the other.
- r. **MARITAL DEBTS.** The only marital debt is the mortgage on the family home located on Mackensey Drive. The Husband shall pay and shall hold the Wife free and harmless from any and all liability for that debt.

Each party shall pay and shall hold the other free and harmless from any and all liability for debts maintained or titled in their own individual name.

Neither party shall hereafter make any purchases or incur any expenses, debts, charges or liabilities in the name of or upon the credit of the other party or any liability whatsoever for which the other party, his or her legal representatives, his or her property or his or her estate shall or may become liable, and they shall each pay and shall hold the other party free and harmless from any and all liability for any debts incurred after April 28,

2017, which is the date of the filing of the Complaint for Dissolution of Marriage.

Contemporaneously with the execution of this Decree, the Husband shall deliver to the Wife all credit cards which he has for any debts allocated to the Wife and the Wife shall deliver to the Husband all credit cards which she has for any debts allocated to the Husband.

- s. **PROPERTY SETTLEMENT PAYMENT.** Defendant shall pay Plaintiff the sum of \$170,000 cash 30 days after the entry of this Decree. If not paid within thirty (30) days after entry of the Decree, any unpaid portion of the money judgment shall accrue interest at the rate of 4.136% per annum from and after the date the Decree is entered until paid in full.
  - t. **PRIOR YEARS' TAX RETURNS & REFUNDS.** Each party agrees that neither party shall file amended federal or state tax returns without receiving the written consent of the other party, which consent shall not be unreasonably withheld. In the event that either party receives a refund, tax credit, economic stimulus check, etc., as a result of a jointly filed tax return, he or she shall immediately notify the other party and the tax benefit shall be equally divided.
  - u. **ATTORNEY'S FEES AND COURT COSTS.** Each party shall pay his or her own attorney's fees and court costs incurred in this matter.
13. **OTHER PROPERTY.** Wife and Husband agree that except as specifically provided in this Agreement, all property of any kind hereafter acquired by Husband or by Wife 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 Husband or Wife shall remain the property of such person except as specifically provided in this Agreement.
14. **MUTUAL RELEASES.** In consideration of the provisions of this Agreement, Wife and Husband shall release one another as follows:
- a. Wife shall and does accept the benefits of this Agreement in full and complete satisfaction of allowances, financial claims, monetary demands, property claims and rights, and support money of every character, kind, or nature whatsoever which she has or may acquire as Wife or widow of Husband, or in the event of his death as an heir at law or surviving spouse of Husband or otherwise; and Wife shall and does relinquish and waive all future, present, or other interests in the property of Husband except under the provisions of this Agreement.

- b. Husband shall and does accept the benefits of this Agreement in full and complete satisfaction of all allowances, financial claims, monetary demands, property claims and rights, and support money of every character, kind and nature whatsoever which he has or may acquire as Husband or widower of Wife or otherwise or in the event of her death, as an heir at law or surviving spouse of Wife or otherwise; and Husband shall and does relinquish and waive all future, present, or other interests in any property of Wife except under the provisions of this Agreement.
  - c. This Agreement shall be and is a complete, final, and full settlement of all matters in dispute between Wife and Husband. In the event of the death of either Wife or Husband within thirty (30) days after the Court enters this Decree, but before such Decree becomes final and operative, this Agreement shall be and remain in full force and effect as effectively and fully as if both Wife and Husband had survived for such period and shall not thereby be or become null and void.
15. **NECESSARY DOCUMENTS.** Each of the parties shall execute and deliver to the other party any documents from time to time that might be reasonably required to accomplish the intent of this Agreement. In the event that either party fails to comply with the provisions of this paragraph within thirty (30) days hereof, this Agreement shall constitute an actual grant, assignment or conveyance of the property and rights in each matter and with such force and effect as shall be necessary to effectuate the terms of this Agreement.
16. **PARTIES' RESPONSIBILITY.** The responsibility to follow through with the acts, instruments and transfers set out herein are solely the duty of the parties to this agreement, unless specifically stated otherwise herein. No attorney for a party shall have a duty to enforce the promises herein, to compel or require the signing or transfer of documents contemplated herein, or to pursue enforcement of the terms of this agreement. The parties acknowledge that they alone are responsible for these actions.
17. **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 Counsel; that the consent to the execution of this Agreement has not been obtained by duress, fraud or undue influence by any person; and, that the parties agree that this Agreement is fair, reasonable and not unconscionable.
18. **TRIAL WAIVER.** The parties acknowledge their understanding that all issues arising out of their marriage could have been litigated to conclusion and the Sarpy County District Court would have determined all issues. Each party acknowledges that his or her counsel indicated his or her respective willingness and preparedness to proceed with trial of this matter, if so instructed. In that event, the parties



understand that, perhaps, a different resolution of the various issues between the parties as contained in this Agreement may have been obtained and that a Judge's decision may have been more favorable or less favorable to either party than the resolution of the issues as memorialized in this Agreement.

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

19. **COMPLETE DISCLOSURE.** Each party is and has been fully informed of the income, assets, property and financial prospects of the other. Each has had full opportunity and has consulted at length with his or her counsel regarding all of the circumstances hereof and acknowledges that this agreement has not been the result of any fraud, duress or undue influence exercised by either party upon the other person. Both parties acknowledge that this Decree, and the incorporated settlements, has been achieved after full disclosure, competent legal representation and honest negotiations.
20. **WAIVER OF BREACH.** No waiver of any 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 on either of the parties unless reduced to writing, subscribed by both parties, and ordered by the Court.
21. **CAPTIONS.** Paragraph titles or captions contained herein are inserted as a matter of convenience or for reference and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.
22. **INTERPRETATION.** No provision of this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.
23. **MERGER.** The rights, obligations, terms, and conditions in this Decree represent the culmination of discussions and negotiations between the parties. This Decree of Dissolution is intended to be, and shall be, a complete expression of the parties'

agreement, and shall supersede all promises, representations, or other statements between the parties, whether oral, written, or otherwise transmitted. Any issue raised by a pleading in this matter that is not specifically ruled on, is hereby denied.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the marriage of BETH A. ROTH, Plaintiff herein, and STEVEN G. ROTH, Defendant herein, which marriage was entered into on February 5, 1997, in Ocho Rios, Jamaica, is hereby dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties' Property Settlement Agreement is fair, just and not unconscionable and is hereby approved as a judgment of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties' Parenting Plan is in the best interests of the minor child and is hereby approved as a judgment of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties' stipulation as to child support is in conformity with the Nebraska Child Support Guidelines and is hereby approved as a judgment of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED according to Neb. Rev. Stat. § 42-372 (Reissue 2016), for the purpose of review by appeal, this decree shall be treated as a final order as soon as it is entered. If an appeal is instituted that does not challenge the finding that the marriage is irretrievably broken, then the decree shall become final and operative, as to that portion of the decree that dissolves the marriage, at the time specified in § 42-372.01 as if no such appeal had been instituted. If an appeal is instituted within thirty (30) days after the date the decree is entered that challenges the finding that the marriage is irretrievably broken, such decree does not become final until such proceedings are finally determined or the date of death of one of the parties to the dissolution, whichever occurs first.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED Neb. Rev. Stat. § 42-372.01 provides that except for purposes of appeal as prescribed in § 42-372, for purposes of remarriage and for continuation of health insurance coverage, a decree dissolving a marriage becomes final and operative thirty (30) days after the decree is entered or on the date of death of one of the parties to the dissolution, whichever occurs first. If the decree becomes final and operative upon the date of death of one of the parties to the dissolution, the decree shall be treated as if it became final and operative the date it was entered.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED for purposes of remarriage other than remarriage between the parties, a decree dissolving a marriage becomes final and operative six months after the decree is entered or on the date of death of one of the parties to the dissolution, whichever occurs first. If the decree becomes final and operative upon the date of death of one of the parties to the dissolution, the decree shall be treated as if it

became final and operative the date it was entered.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED for purposes of continuation of health insurance coverage, a decree dissolving a marriage becomes final and operative six months after the decree is entered.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all child, medical and alimony/spousal support payments shall become delinquent the day after they are due and owing. Interest shall be computed as simple interest at the judgment rate of 4.136%.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff and Defendant are required to furnish to the Nebraska Child Support Payment Center, their addresses, telephone numbers, social security numbers, the names of their employers, whether or not either person has access to employer-related health insurance coverage and, if so, the health insurance policy information and any other information the court deems relevant until such judgment is paid in full. Both parties are further ordered to advise the Nebraska Child Support Payment Center of any changes in such information between the time of entry of this Decree and payment of the child support judgment in full; failure to comply with the provisions of this section shall be punishable by contempt.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED in the event the Defendant fails to pay any child, medical and/or spousal support payment, as such failure is certified to the Court each month by the Nebraska Child Support Payment Center in cases where Court-ordered child, medical, and/or spousal support payment is delinquent in an amount equal to the support due and payable for a one-month period of time, he shall be subject to income withholding and may be required to appear before this Court on a date to be determined by the Court and show cause why such payment was not made. In the event that the Defendant fails to pay or appear as so ordered, a warrant shall be issued for his arrest.

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

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that should the parties or either of them fail, refuse or neglect within thirty (30) days of the date of the execution of this Decree by the Court to execute or deliver any document necessary or required to carry out and fulfill the terms and findings of the Court, as above set forth in this

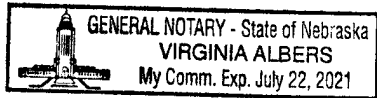
APPROVED AS TO FORM AND CONTENT AND I RESPECTFULLY REQUEST THE COURT ENTER THIS DECREE OF DISSOLUTION, PARENTING PLAN AND CHILD SUPPORT STIPULATION:

9-13-18  
DATE

*Steven G Roth*  
STEVEN G. ROTH, Defendant

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DOUGLAS    )

Now on this 13<sup>th</sup> day of September 2018, before me, a duly appointed and qualified Notary Public, personally appeared STEVEN G. ROTH, known to me to be the same and identical person who signed the above and foregoing Decree and acknowledged the execution to be his voluntary act and deed.

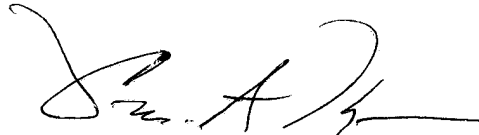


*Virginia Albers*  
Notary Public

**PREPARED AND SUBMITTED BY:**  
John S. Slowiaczek, #13880  
Virginia A. Albers, #20336  
SLOWIACZEK ALBERS PC, LLO  
100 Scouler Building  
2027 Dodge Street  
Omaha, Nebraska 68102  
Telephone: (402) 930-1000  
Email: jslowiaczek@saalawyers.com  
valbers@saalawyers.com  
Attorneys for Defendant

SIGNED this 14<sup>th</sup> day of September 2018.

BY THE COURT:



DISTRICT COURT JUDGE

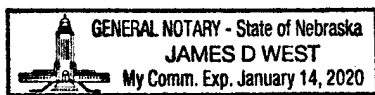
APPROVED AS TO FORM AND CONTENT AND I RESPECTFULLY REQUEST THE COURT ENTER THIS DECREE OF DISSOLUTION, PARENTING PLAN AND CHILD SUPPORT STIPULATION:

9-12-18  
DATE

Beth A Roth  
BETH A. ROTH, Plaintiff

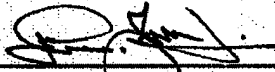
STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF Sarpy     )

Now on this 12 day of September 2018, before me, a duly appointed and qualified Notary Public, personally appeared BETH A. ROTH, known to me to be the same and identical person who signed the above and foregoing Decree and acknowledged the execution to be her voluntary act and deed.



James D West  
Notary Public

**APPROVED AS TO FORM AND CONTENT:**



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**John W. Ballew, Jr., #15838  
Adam R. Little, #25139  
BALLEW HAZEN, PC, LLO  
3800 VerMaas Place, Suite 101  
Lincoln, Nebraska 68502  
Telephone: (402) 436-3030  
Email: jwb@ballewhazen.com  
arl@ballewhazen.com  
Attorney for Plaintiff**

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PARENTING PLAN

Beth A. Roth v. Steven G. Roth

Case No. CI 17-758

*Carol Komer*  
CLERK DISTRICT COURT

WHEREAS, Steven G. Roth has filed a Complaint for Dissolution in the District Court of Sarpy County, Nebraska;

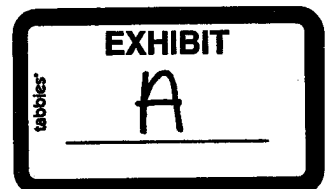
WHEREAS, Beth A. Roth, hereinafter referred to as "Mother" and Steven G. Roth, hereinafter referred to as "Father" have the following minor children, namely Madelyn (age 18) born 1999 and Hallie (age 14) born 2003;

WHEREAS, each party is aware of his or her right to be represented by legal counsel and has had a full opportunity to seek counsel for purposes of entering into this Parenting Plan (the "Plan"); and

WHEREAS, Mother and Father wish to have this Parenting Plan, and the terms and conditions contained herein, approved by the Court and incorporated by the Court in a Decree of Dissolution entered in the Sarpy County District Court Case CI 17-758.

**A. ACKNOWLEDGMENT:**

1. The best interests of the parents' minor children will be maintained through appropriate involvement of both the Mother and the Father in the children's lives.
2. The Mother and Father agree that each parent is a fit and proper person to be involved in the parenting of the children.
3. The Mother and Father will both remain active and appropriately involved in maintaining a safe, stable, consistent, and nurturing relationship with their children. They agree to encourage and promote a healthy relationship between the children and both of the children's parents.
4. The overriding purposes of this Plan is to establish custody, parenting time, visitation, and other access arrangements to include apportionment of parenting time to be spent with the Mother and Father, to provide provisions for a remediation process regarding future modifications of this Plan and to provide a Plan that promotes the children's best interest.
5. The Mother and Father have entered into this Plan based on the children's current age and point of development. They understand that the needs of the children will change as the children get older and thus the parents will interpret and apply this Plan in a way that best serves any changing needs of the children. Mother and Father acknowledge the importance of considering the children's perspective and concerns for all future decisions in parenting functions and issues.



The parents understand that this Plan anticipates they will act in the best interest of the "minor child" as defined by the Nebraska Parenting Act.

**B. LEGAL CUSTODY:** The parents agree to Joint Legal Custody (joint decision making). Both parents shall exercise mutual authority and responsibility for making mutual fundamental decisions regarding the children's welfare, including choices regarding education and health of the child and will mutually participate in the responsibility of providing the parenting functions necessary for raising the children.

**C. PHYSICAL CUSTODY:** Parents acknowledge that the older child Madelyn has already moved out of the marital home, is maintaining a separate residence, and will likely continue to do so through her remaining months as a minor; therefor the parents agree that neither parent shall have Physical Custody of Madelyn. Parents agree that the primary residence of the younger child will be with the Mother. Mother shall have Sole Physical Custody of the child Hallie and thus will have sole authority and responsibility regarding the child's place of residence.

**D. REGULAR PARENTING TIME:** The older child has a separate residence, having already moved out of the marital home. The youngest child Hallie shall have her primary residence with Mother. Father and Mother and will have Regular Parenting Time according to the following repeating two week schedule:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Mother	Mother until 4:00 p.m., then Father	Father until 8:00 a.m., then Mother	Mother until 4:00 p.m., then Father until 9:00 p.m., then Mother	Mother until 4:00 p.m., then Father	Father	Father
Week 2	Father until 8:00 a.m., then Mother	Mother until 4:00 p.m., then Father	Father until 8:00 a.m., then Mother	Mother until 4:00 p.m., then Father until 9:00 p.m., then Mother	Mother	Mother until 10:00 a.m., then Father until 4:00 p.m., then Mother	Mother

For all Regular Parenting Time transitions except Thursday evenings, Father shall provide transportation. Transitions shall occur at Mother's residence unless school is getting out or commencing for the day, whereupon transitions shall occur at school. On Thursday evenings, Mother shall pick up the child from Father's residence.

**E. RIGHT OF FIRST REFUSAL:** Because of the children's ages, the parents agree that there is no need to grant each other Rights of First Refusal.

**F. HOLIDAYS:** Holiday schedules will supersede the Regular Parenting Time and Vacation Time schedules; they may not be preempted unless the parents mutually agree to do so. For all Holiday



Parenting Time transitions, the parent who shall enjoy the next upcoming Holiday Parenting Time shall pick up the child Hallie at the other parent's residence.

<u>Holiday</u>	<u>Mother Spending Holiday Time Which Year</u>	<u>Father Spending Holiday Time Which Year</u>	<u>Start Date and Time</u>	<u>End Date and Time</u>
<b>(1) Easter</b>	Never	Every	This holiday shall commence at 7:00 a.m. on Easter Sunday.	This holiday shall conclude at 10:00 p.m. on Easter Sunday.
<b>(2) Memorial Day</b>	This Holiday shall follow the Regular Parenting Time schedule above.	This Holiday shall follow the Regular Parenting Time schedule above.	This Holiday shall follow the Regular Parenting Time schedule above.	This Holiday shall follow the Regular Parenting Time schedule above.
<b>(3a) 4<sup>th</sup> of July Phase I</b>	Odd	Even	This holiday shall commence at 8:00 a.m. on the 3 <sup>rd</sup> of July.	This holiday shall conclude at 8:00 a.m. on the 4 <sup>th</sup> of July.
<b>(3b) 4<sup>th</sup> of July Phase II</b>	Even	Odd	This holiday shall commence at 8:00 a.m. on the 4 <sup>th</sup> of July.	This holiday shall conclude at 8:00 p.m. on the 5 <sup>th</sup> of July.
<b>(4) Labor Day</b>	Never	Every	This holiday shall commence at 5:00 p.m. on the Friday before Labor Day.	This holiday shall conclude at 10:00 p.m. on Monday, Labor Day.
<b>(5) Halloween</b>	This Holiday shall follow the Regular Parenting Time schedule above.	This Holiday shall follow the Regular Parenting Time schedule above.	This Holiday shall follow the Regular Parenting Time schedule above.	This Holiday shall follow the Regular Parenting Time schedule above.
<b>(6a) Thanksgiving Phase I</b>	Odd	Even	This holiday shall commence at 5:00 p.m. on the day before Thanksgiving.	This holiday shall conclude at 10:00 p.m. on Thanksgiving Day.
<b>(6b) Thanksgiving Phase II</b>	Even	Odd	This holiday shall start at 10:00 p.m. on Thanksgiving Day.	This holiday shall conclude at 10:00 p.m. on the Saturday after Thanksgiving Day.

<b>(7a) Christmas Eve</b>	Every	Never	This holiday shall commence at 8:00 a.m. on December 24 <sup>th</sup> .	This holiday shall conclude at 10:00 p.m. on December 24 <sup>th</sup> .
<b>(7b) Christmas Day</b>	Never	Every	This holiday shall commence at 10:00 p.m. on December 24 <sup>th</sup> .	This holiday shall conclude at 10:00 p.m. on December 25 <sup>th</sup> .
<b>(8) New Year's</b>	This Holiday shall follow the Regular Parenting Time schedule above.	This Holiday shall follow the Regular Parenting Time schedule above.	This Holiday shall follow the Regular Parenting Time schedule above.	This Holiday shall follow the Regular Parenting Time schedule above.
<b>(9) Mother's Day</b>	Every	Never	This holiday shall commence at 7:00 a.m. on Sunday, Mother's Day.	This holiday shall conclude at 10:00 p.m. on Sunday, Mother's Day.
<b>(10) Father's Day</b>	Never	Every	This holiday shall commence at 7:00 a.m. on Sunday, Father's Day.	This holiday shall conclude at 10:00 p.m. on Sunday, Father's Day.
<b>(11) Children's and Parent's Birthdays:</b>	This Holiday shall follow the Regular Parenting Time schedule above.	This Holiday shall follow the Regular Parenting Time schedule above.	This Holiday shall follow the Regular Parenting Time schedule above.	This Holiday shall follow the Regular Parenting Time schedule above.

**G. VACATION:** Vacation Time supersedes Regular Parenting Time; it does not supersede Holiday Time. Each parent may elect to have up to seven (7) consecutive days for vacation time each year with the children. They agree to give each other at least thirty (30) days' notice about the vacation dates. Vacation time shall not infringe upon the other parent's holiday parenting time dates. Parents agree that vacation time shall not result in more than two (2) days of school absence without the prior consent of both parents. Vacation time may not be tacked onto weekend or holiday parenting time without the prior consent of the other parent. If the children are going to be taken on any out of town trips, the parents agree that the vacationing parent will leave contact information, including the address and telephone number, with the non-vacationing parent. The vacationing parent agrees to allow the children to speak with the other parent while on vacation, to assure their safety and well-being.

**H. TRANSPORTATION:** Mother and Father shall provide transportation for all parenting time. Transitions shall occur at school or the parents' residences as set forth in Paragraphs D and F above. The parents agree to provide transportation to school, appointments, and activities during their regularly scheduled parenting time. The parents both agree that when they are transporting the children, they will use age appropriate safety restraints as prescribed by state law. The parents will pick up the children's belongings at the same time they pick up the children and will cooperate in seeing that the children's

clothing, schoolwork, etc. are with the children when they go to the other parent's home. Each parent agrees to have the children packed and ready at the agreed upon time of exchange.

**I. NOTIFICATION:** Both parents understand and acknowledge that they have the responsibility to be on time, and that time is of the essence in exercising parenting time. Each parent will use reasonable diligence to notify the other in a timely manner when they will be delayed, late, or unable to exercise or provide parenting time within the time frames of this agreement. The parents agree to give each other as much advanced notice as possible when unable to care for the children during their parenting time. Both parents understand that fifteen (15) minutes is a reasonable time for a parent to wait in order to pick up or return the children unless there has been prior notification and agreement to wait beyond fifteen (15) minutes.

**J. EXTENDED FAMILY:** The parents understand that each parent will provide their parents and extended families reasonable access to their children during that parent's time with their children except for other special extended family occasions which may be mutually agreed upon by the parents.

**K. COMMUNICATION WITH CHILDREN:** The Mother and Father agree that the children will have access to telephone and email contact with the other parent. Each parent shall have the same degree of communication access with the children and each parent shall have the right to contact the children by telephone once each day at a reasonable time when the children are in the other parent's custody. The parent, with whom the child are residing at the time, will provide the children with messages in a timely manner, assist in initiating or receiving calls, if necessary, and will not unreasonably interfere with communication between the co-parent and the children.

**L. PARENTAL COMMUNICATION:** The parents shall discuss parental business in a reasonable, businesslike, and courteous manner, and will not conduct such discussions during visitation exchanges. The parents agree that their own relational difficulties and emotions will not affect flexibility in the parenting plan or decisions about sharing time with the children. With the intent of respecting their children's dignity and feelings the parents agree they will make every attempt not to argue or speak negatively of each other to, or in the presence of, the children.

**M. ACTIVITIES:** Both parents shall take care to the extent reasonably possible to refrain from planning or scheduling any events or activities for the children that would tend to interfere with the other parent's financial resources or parenting time with the children, without the prior consent of the other parent. Either parent may enroll the children into activities which occur exclusively during that parent's parenting time and which do not involve the other parent's time or financial resources.

The parents will make reasonable efforts to communicate with one another to afford the minor children opportunities to participate in events and activities and still enjoy parenting time with both parents. The parents shall keep each other advised of the children's activity schedules so that each parent may participate and support the children in these events, even if the children are not in that parent's possession on that day. Both parents may attend any activities in which the children participate.

**N. MEDICAL RECORDS AND TREATMENT:** Parents acknowledge that state law provides the following continuing parental rights: (1) each parent shall continue to have full and equal access to the education and medical records of his or her children unless the court orders to the contrary and (2) either parent may make emergency decisions affecting the health and safety of his or her children while the children are in the physical custody of such parent. Therefore, parents agree that the names of both parents will appear on all medical records and both will have access to all health and medically related information and records. Both parents may initiate emergency medical, dental or vision services for the children and agree to notify the other of any significant illness, injury, or emergency medical treatment of the children. Parents will ensure that both parents will be aware of the names of the current treating medical provider(s) for the children at all times. The parents agree that they will consult with each other on all significant medical concerns.

**O. SCHOOL RECORDS AND EDUCATION:** The parents acknowledge the statutory responsibility to provide the children with regular and continuous school attendance and progress, and will each assist the children to the maximum extent possible to assure a quality education. Each parent will provide the other parent with information related to education achievement and deficiencies of the children. The parents agree to provide each other reasonable advance notice of any school related events, occurrences or decisions relevant to the children's education, to include without limitation: content of curricula or curricula changes, changes of school, testing related to post-high school education, and events related to the decision or selection of a college education.

The names of both parents will appear on all school records. Each parent is individually responsible for notifying the school that s/he wishes to be included on the mailing list and be notified of conferences and events, as well as receiving copies of report cards, progress reports and other pertinent information.

**P. DECISION MAKING:** Parents recognize that, for lesser, day-to-day decisions, the parent with whom the children are residing with at the time is free to make decisions individually and without restraint from the other. With more significant matters that have long-term effects to the children and both households, parents may choose to discuss and to strive to reach mutual agreement whenever possible. Those matters concerning the children, may include, but are not limited to health care, education, religion, and any behavioral or disciplinary issues which could impact both households. Final decisions on significant matters will be done according to the Legal Custody agreement in Section B above.

**Q. CURRENT INFORMATION:** The parents agree to keep each other informed at all times of current addresses, phone numbers, and places of employment.

**R. CHANGE OF RESIDENCE:** In the event either parent moves, the new address shall be provided to the other parent prior to the proposed change of residence so as to allow time for mediation of a new agreement concerning custody, parenting time, visitation, or other access. The children's residence shall not be changed from the State of Nebraska without the prior written permission of the Court.

**S. TEMPORARY CHANGES:** The terms concerning parenting time and access to the children may be adjusted or temporarily modified in length, timing or terms upon reasonable advance notice, communication and agreement between Mother, Father and when appropriate, the children.

**T. PERMANENT CHANGES:** This Plan may be modified by mutual, written agreement of the parents. Both parents understand that any permanent changes must be approved by the Court to be binding and enforceable.

**U. REMEDIATION:** To resolve future changes or conflicts regarding parenting functions, parenting time or the terms contained within this plan, the parents shall first seek solutions through mutual agreement by identifying the issues, providing an opportunity for exchange of information, and providing an opportunity for the consideration of proposed solutions to the issues in a way which minimizes the exposure of the children to the parental conflict. The parents shall attempt to minimize repeated litigation and utilize judicial intervention as a last resort by use of the mediation process outlined in the Nebraska parenting Act, prior to resorting to the court system.

Parenting Plan mediated and prepared by: Jim Shaul  
Date: July 10, 2017

Shaul Mediation Services  
120 N. Washington St.  
Papillion, NE 68046  
Ph: 531-301-7595  
Fax: 402-593-8616

Edit Values | View Permutations | Life Insurance Requirements | Deviation Worksheet | Save

Case Name: Roth Family

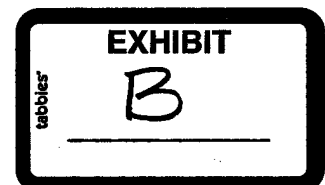
Worksheet 1 - Basic Income and Support Calculation

Mother: Head of Household / 1 Exemptions / Not Self Employed  
Father: Single / 1 Exemptions / Not Self Employed

Line	Description	Mother	Father
1	Total Monthly Income	\$8,333.33	\$8,333.33
1	Tax-Exempt Income	\$0.00	\$0.00
2.a	Taxes - Federal	\$1,049.00	\$1,284.12
2.a	Taxes - Nebraska	\$346.89	\$419.27
2.b	FICA - Social Security	\$516.67	\$516.67
2.b	FICA - Medicare	\$120.83	\$120.83
2.c	Retirement	\$0.00	\$333.32
2.d	Previously Ordered Support	\$0.00	\$0.00
2.e	Regular Support for Other Children	\$0.00	\$0.00
2.f	Health Insurance Premium for Parent	\$0.00	\$0.00
	Other Deductions	\$0.00	\$0.00
	Child Tax Credit	(\$0.00)	(\$0.00)
2.g	Total Deductions	\$2,033.38	\$2,674.21
3	Net Monthly Income	\$6,299.95	\$5,659.12
4	Combined Net Monthly Income	\$11,959.06	
5	Combined Net Annual Income	\$143,508.77	
6	Each Parent's Percent	52.68%	47.32%
7	Monthly Support from Table (1 Child)	\$1,879.00	
8	Health Insurance Premium for Children	\$0.00	\$100.00
9	Total Obligation	\$1,979.00	
10	Each Parent's Monthly Share	\$1,042.54	\$936.46
11	Credit For Health Insurance Premium Paid	(\$0.00)	(\$100.00)
12	Each Parents' Final Share (1 Child, rounded)	\$1,043.00	\$836.00

Worksheet 4 - Number of Children Calculation (final shares are rounded to the nearest whole dollar)

No. Children	Table Amount	Total Including Health Ins.	Mother's Share of Total	Father's Share of Total	Mother's Final Share	Father's Final Share
1	\$1,879.00	\$1,979.00	\$1,042.54	\$936.46	\$1,043.00	\$836.00



**LEGAL DESCRIPTION PART OF TRACT 3**

**PART OF TAX LOT 22A LYING WITHIN THE SE1/4 OF SECTION 28, TOGETHER WITH PART OF TAX LOT 1A2A LYING WITHIN THE NE ¼ OF SECTION 33 ALL IN T14N, R13E OF THE 6<sup>th</sup> P.M., SARPY COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NW CORNER OF SAID SE1/4;**

**THENCE S00°25'08"E (ASSUMED BEARING) 171.01 FEET ON THE WEST LINE OF SAID SE1/4 TO THE SW CORNER OF LOT 1, BROOK PARK, A SUBDIVISION IN SAID SARPY COUNTY;**

**THENCE S53°52'49"E 2052.00 FEET ON THE SOUTHWESTERLY LINE OF SAID BROOK PARK;**

**THENCE S85°27'34"W 7.05 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE APPROXIMATE CENTERLINE OF A CREEK;**

**THENCE SOUTHERLY ON THE APPROXIMATE CENTERLINE OF SAID CREEK ON THE FOLLOWING SIXTEEN DESCRIBED COURSES;**

**THENCE S29°34'18"W 49.00 FEET; THENCE S39°12'12"W 61.00 FEET;**

**THENCE S07°53'22"W 54.00 FEET; THENCE S29°27'48"E 112.00 FEET;**

**THENCE S39°34'32"E 108.00 FEET; THENCE S16°43'03"E 61.00 FEET;**

**THENCE S05°21'28"W 30.00 FEET; THENCE S25°10'48"E 49.00 FEET;**

**THENCE S57°00'06"E 62.00 FEET; THENCE S38°56'42"E 51.00 FEET;**

**THENCE S25°08'40"E 52.00 FEET; THENCE S11°44'39"E 117.00 FEET;**

**THENCE S19°58'49"E 202.00 FEET; THENCE S31°15'33"E 98.00 FEET;**

**THENCE S36°10'37"E 170.00 FEET;**

**THENCE S34°12'28"E 179.14 FEET TO THE NORTH LINE OF GILMORE ROAD;**

**THENCE S83°53'30"W 155.13 FEET ON THE NORTH LINE OF GILMORE ROAD TO THE MOST EASTERLY CORNER OF SAID TAX LOT 1A2A;**

**THENCE CONTINUING S83°53'30"W 536.35 FEET ON THE NORTH LINE OF GILMORE ROAD AND ON THE SOUTH LINE OF SAID TAX LOT 1A2A;**

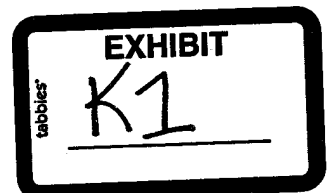
**THENCE N00°18'45"W 1312.15 FEET;**

**THENCE N85°27'34"E 154.96 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 10.49 ACRES**

**TD2 FILE NO. 161-14-2**

**AUGUST 8, 2014  
REVISED 8/11/2014**







ENTERED FOR TAXATION ON THIS 22<sup>nd</sup>  
DAY OF April A.D. 2002  
Luella Hunt  
AUDITOR  
Georgene Peltz  
DEPUTY

REAL ESTATE TRANSFER  
TAX PAID 22  
STAMP #  
Companion Deed  
\$ Doc 020883  
Diane Rogers Depuy  
RECORDER  
4-22-02 Fremont  
DATE COUNTY

**020891**  
**FILED DEED**  
BK 91, Page 460  
2002 APR 22 PM 2:31  
Diane Rogers Depuy  
MARGARET HENKLE  
FREMONT COUNTY RECORDER  
SIDNEY, IOWA  
fee \$11.00

Preparer Information David A. Graesser 811 Indiana St., P. O. Box 870 Sidney, IA 51652 (712) 374-2608  
Individual's Name Street Address City Phone  
Address Tax Statement: Robert L. Roth, 110 E. 7<sup>th</sup> St. Papillion, NE 68046 SPACE ABOVE THIS LINE FOR RECORDER

**WARRANTY DEED**

For the consideration of One Dollar and other valuable consideration, Mildred Hammers, a single person; does hereby convey to Robert L. Roth, Steven G. Roth and Scott R. Roth, all of grantor's undivided interest in the following described real estate in Fremont County, Iowa:

The SW ¼ of Section 29, Township 70 North, Range 43 West of the 5<sup>th</sup> P.M., containing 160 acres, more or less, in Fremont County, Iowa.

Deed given in satisfaction of a real estate contract dated February 29, 1996, filed March 1, 1996, and recorded in Book 154, page 154, in the office of the Fremont County Recorder, and assignments of the contract as follows:

1. Assignment dated October 3, 1997, filed October 15, 1997, and recorded in Book 155, page 707, in the office of the Fremont County Recorder.
2. Assignment dated June 12, 2000, filed June 13, 2000, and recorded in Book 166, page 507, in the office of the Fremont County Recorder.
3. Assignment dated June 23, 2000, filed June 29, 2000, and recorded in Book 166, page 536, in the office of the Fremont County Recorder.

Grantor Hereby Covenants with grantees, and successors in interest, that grantor holds the real estate by title in fee simple; that she has good and lawful authority to sell and Convey the real estate; that the real estate is Free and Clear of all Liens and Encumbrances except as may be above stated; and grantor Covenants to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. The undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: 3/4/02

Mildred Hammers  
Mildred Hammers (Grantor)

STATE OF Ne. COUNTY OF DeS. ss:

On this 4 day of March, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Mildred Hammers, a single person, to me known to be the person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

GENERAL NOTARY - State of Nebraska  
Dianne M. Kinnach  
My Comm. Exp. 11-8-2004

Dianne M. Kinnach  
Notary Public in and for said State

EXHIBIT  
tabbles  
K4i

ENTERED FOR TAXATION ON THIS 25<sup>th</sup>  
DAY OF March A. D. 19 99  
Lucille Hunt  
AUDITOR  
Lourene Peeler  
DEPUTY

990505  
FILED DEED  
Sk 88 Pages 415-416  
1999 MAR 25 AM 9:15  
Margaret Heble  
MARGARET HENKEL  
FREMONT COUNTY RECORDER  
SIDNEY, IOWA  
Fee \$21.00

Preparer Information David A. Graesser 811 Indiana St. P.O. Box 670 Sidney, IA 51652 (712) 374-2608  
Individual's Name Street Address City Phone  
SPACE ABOVE THIS LINE FOR RECORDER

**QUIT CLAIM DEED**

For the consideration of One Dollar(s) and other valuable consideration, Robert L. Roth and Barbara C. Roth, husband and wife, Steven G. Roth, a/k/a Steve G. Roth, and Beth A. Roth, husband and wife, and Roth Grading, Inc., a Nebraska corporation, do hereby Quit Claim to Robert L. Roth and Barbara C. Roth, husband and wife, as joint tenants with full right of survivorship and not as tenants in common, an undivided one-third interest; Steven G. Roth and Beth A. Roth, husband and wife, as joint tenants with full right of survivorship and not as tenants in common, an undivided one-third interest; and Scott R. Roth and Linda Roth, husband and wife, as joint tenants with full right of survivorship and not as tenants in common, an undivided one-third interest, all our right, title, interest, estate, claim and demand in the following described real estate in Fremont County, Iowa:

The East 30 acres of the NE $\frac{1}{4}$  and the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 31, Township 70 North, Range 43; ALSO, the NW $\frac{1}{4}$ , the SW $\frac{1}{4}$  and the W $\frac{1}{2}$  NE $\frac{1}{4}$  of Section 32, Township 70 North, Range 43, except that land deeded to the State of Iowa for highway purposes, all West of the 5<sup>th</sup> P.M., according to Government Survey, in Fremont County, Iowa, subject to easements and restrictions of record.

Consideration less than \$500.00. No Revenue Stamps required.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: 3-19-99

Robert L. Roth  
Robert L. Roth (Grantor)

Barbara C. Roth  
Barbara C. Roth (Grantor)

Steven G. Roth  
Steven G. Roth (Grantor)

Beth A. Roth  
Beth A. Roth (Grantor)

Roth Grading, Inc., a Nebraska corporation  
By: Scott R. Roth  
Scott R. Roth, President (Grantor)



**WARRANTY DEED**

AMH d.b.a.; VILLAS AT LANTERN BAY, INC., a Missouri Corporation ("Grantor"), the address of which is 100 Lantern Bay Road, Branson, MO 65616, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by the Grantee named herein, the receipt and adequacy of which are hereby acknowledged, has GRANTED, BARGAINED AND SOLD, CONVEYED AND CONFIRMED, and by these presents does GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto STEVEN G. ROTH AND BETH A. ROTH, HUSBAND AND WIFE, (Grantee") c/o AMH d.b.a.; Villas at Lantern Bay Owner's Association, Inc., 100 Lantern Bay Road, Branson, MO 65616, certain real property situated in Stone County, Missouri (the "Property"), and described as follows:

1 Timeshare Interest(s) consisting of 1 undivided 1/ 51 interest(s) in fee simple as an interval estate in and to the below described Condominium Parcel, together with a corresponding interest in the Common Furnishings which are appurtenant to such Condominium Parcel, as well as the recurring (1) exclusive right every right calendar year to reserve, use and occupy and Assigned Unit within AMH d.b.a.; Villas at Lantern Bay, a Timeshare Regime within the Lantern Bay Condominiums (the "Project"); (ii) exclusive right to use and enjoy the Common Elements and the Common Furnishings located within or otherwise appurtenant to such Assigned Unit; and the non-exclusive right to use and enjoy the Common Elements of the Project and of the lantern Bay Condominiums, for their intended purposes, during the Vacation Week or one (1) or more Split Vacation Periods (up to a maximum of seven (7) days and nights in the Designated Season identified below, as shall property have been reserved in accordance with the provisions of the then-current Rules and Regulations promulgated by Villas at Lantern Bay Owners' Association, Inc., all pursuant to the Declaration of Timeshare Regime for AMH d.b.a.; Villas at Lantern Bay, duly recorded in the Public Records of Stone County, Missouri, in Book 301, at page 1604, at the same may be thereafter amended.

Parcel (Unit) Number: Bldg.6, Unit 06 Vacation Week 19 Designated Season: **RED**

Said Property shall also be subject to liens securing the payment of ad valorem taxes for the current and all subsequent years, planning and zoning ordinances of Stone County, Missouri, rules and regulations of the Stone County Fire Protection District, riparian rights and all reservations (including mineral reservations), outstanding mineral royalties and/or interests, easements, covenants, conditions and restrictions of record in the Public Records of Stone County, Missouri, and applicable tot he Property, and all visible and apparent easements on the ground.

TO HAVE AND TO HOLD the Property, together with all and singular, the rights and appurtenances thereto and in anyway belonging, unto said Grantee, its successors and assigned, to Warrant and Forever Defend all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED in Stone County, Missouri, this 19 day of August, 2004.

AMH d.b.a.; VILLAS AT LANTERN BAY, INC., a Missouri Corporation

By: [Signature]  
Printed Name: Robert Maddox  
Its: Authorized Representative

[CORPORATE SEAL]



**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on September 17, 2018, I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Virginia A Albers  
valbers@saalawyers.com

John W Ballew Jr  
jwb@ballewhazen.com

Date: September 17, 2018 BY THE COURT:

*Carol Kromm*

CLERK



BETH A. ROTH,

Plaintiff,

vs.

STEVEN G. ROTH,

Defendant.

Case No. CI 17-758

*Dwi-Heath*  
CLERK DISTRICT COURT

**ORDER NUNC PRO TUNC**

ON THE 7<sup>th</sup> day of March, 2019, the above matter came before the Court with respect to the Motion for Order Nunc Pro Tunc and the Joint Stipulation for Order Nunc Pro Tunc. Plaintiff was represented by her attorney, John W. Ballew, Jr. Defendant was represented by his attorney, William J. Bianco.

The Court, having reviewed the Motion and the Joint Stipulation and being duly advised that both parties agree that the Court may enter an Order Nunc Pro Tunc without the necessity of a hearing or presentation of further evidence, finds that Plaintiff's Motion should be granted and the Joint Stipulation for Order Nunc Pro Tunc approved.

**WHEREFORE, IT IS ORDERED:**

1. Paragraph 12(k) of the Decree of Dissolution of Marriage entered on September 14, 2018 should be amended to read as follows:

**"PROPERTY AWARDED TO PLAINTIFF.** The Plaintiff shall be awarded these assets as her sole and separate property, free and clear of any interest of the Husband:

- i. Hogan Farm – located at 29<sup>th</sup> & Gilmore Road, Bellevue, NE and inclusive of Parcel IDs 011170662, 011592188, 011592187, 011592189 and 011595760 totaling 60.74 acres. See Amended Exhibit K1 for complete legal description.
- ii. Cedar Creek Farm – legally described as – The Northeast Quarter (NE1/4) of Section 4, Township 12 North, Range 12 East of the 6<sup>th</sup> P.M., in Cass County, Nebraska, except that part thereof designated as Tax Lot 1.



000631984D59

*JV*

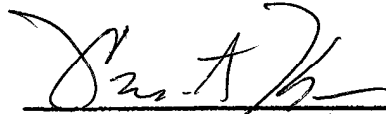
- iii. American Income Life – Policy No. 9335465.
- iv. Royal Neighbors – (cashed out).
- v. Get Glamorous, LLC – (d/b/a Bloom Salon, including its assets and leases).
- vi. Facebook Cash (already received).
- vii. Koster Investments, LLC.
- viii. 1705 Martha St. Omaha, NE 68108 - The North 100 feet of Lot 1, Block 10, Improvement Association Addition, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.
- ix. 3009 S. 21 St. Omaha, NE 68108 - The South 35 feet of the North 108.5 feet of Lots Ten (10) and Eleven (11) and the South 35 feet of the North 108.5 feet of the West 11.43 feet of Lot Nine (9), Block 25, Wilcox's Second Addition, an addition to the City of Omaha, Douglas County, Nebraska, and subject to the East 10 feet of the West 11.43 feet of Lot Nine (9) are to be used as a private driveway for owners of said three (3) lots and must be kept open at all times.
- x. 12563 Weir St. Omaha, NE 68137 - Apartment 46, Oaktowne Square Condominium Property Regime, organized under the laws of the State of Nebraska, pursuant to the Master Deed at Book 1445, Page 563, filed December 21, 1971, amended at Book 546, Page 607 filed January 17, 1975 and Book 755, Page 344 filed October 22, 1985, Douglas County, Nebraska.
- xi. 8841 Holmes St. Omaha, NE 68134 - Lot 276, Mockingbird Heights Replat, an addition to the City of Omaha, Douglas County, Nebraska.
- xii. 711 Polk St. Papillion, NE 68046 - Lot 11, except the North 54 feet thereof, together with the West 19.78 feet of Lot C, except the North 54 feet thereof all in Oliver Addition Number 2, an Addition to the City of Papillion, as surveyed, platted and recorded in Sarpy County, Nebraska.

xiii. 8716 Cherry Lane Court, La Vista, NE 68128 - Lot 374, Park View Heights 2<sup>nd</sup> Addition, an Addition to the City of LaVista, as surveyed, platted and recorded in Sarpy County, Nebraska.

As to the Hogan and Cedar Creek Farms, the Husband shall have unobstructed and continuous access to the properties in order to complete the 2018 harvest of crops growing thereon. Husband shall be entitled to harvest and market the crops without any claim of the Wife to the proceeds."

2. Except as modified herein, all remaining provisions of the Decree of Dissolution of Marriage remain in full force and effect.

BY THE COURT:




Honorable George A. Thompson  
District Court Judge

PREPARED AND SUBMITTED BY:

John W. Ballew, Jr., #15838  
BALLEW HAZEN, PC, LLO  
3800 VerMaas Place, Suite 101  
Lincoln, NE 68502  
(402) 436-3030  
Attorneys for Plaintiff

APPROVED AS TO FORM BY:



William J. Bianco, #19741  
BIANCO STROH, LLC  
2426 S. 179<sup>th</sup> Street  
Omaha, NE 68130  
(402) 933-2477  
Attorneys for Defendant

Parcel ID number 011170662 (IRREG E 540.82 FT OF TAX LOT 1A2A 33-14-13 [.61 AC]) and

Parcel ID number 011595760 (IRREG 10.13 AC TRACT LYING W OF CREEK BEING PT TAX LOT 22A 28-14-13 [10.13 AC]) otherwise described as:

PART OF TAX LOT 22A LYING WITHIN THE SE1/4 OF SECTION 28, TOGETHER WITH PART OF TAX LOT 1A2A LYING WITHIN THE NE 1/4 OF SECTION 33, ALL IN T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NW CORNER OF SAID SE1/4;

THENCE S00°25'08"E (ASSUMED BEARING) 171.01 FEET ON THE WEST LINE OF SAID SE1/4 TO THE SW CORNER OF LOT 1, BROOK PARK, A SUBDIVISION IN SAID SARPY COUNTY;

THENCE S53°52'49"E 2052.00 FEET ON THE SOUTHWESTERLY LINE OF SAID BROOK PARK;

THENCE S85°27'34"W 7.05 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE APPROXIMATE CENTERLINE OF A CREEK;

THENCE SOUTHERLY ON THE APPROXIMATE CENTERLINE OF SAID CREEK ON THE FOLLOWING SIXTEEN DESCRIBED COURSES;

THENCE S29°34'18"W 49.00 FEET; THENCE S39°12'12"W 61.00 FEET;

THENCE S07°53'22"W 54.00 FEET; THENCE S29°27'48"E 112.00 FEET;

THENCE S39°34'32"E 108.00 FEET; THENCE S16°43'03"E 61.00 FEET;

THENCE S05°21'28"W 30.00 FEET; THENCE S25°10'48"E 49.00 FEET;

THENCE S57°00'06"E 62.00 FEET; THENCE S38°56'42"E 51.00 FEET;

THENCE S25°08'40"E 52.00 FEET; THENCE S11°44'39"E 117.00 FEET;

THENCE S19°58'49"E 202.00 FEET; THENCE S31°15'33"E 98.00 FEET;

THENCE S36°10'37"E 170.00 FEET;

THENCE S34°12'28"E 179.14 FEET TO THE NORTH LINE OF GILMORE ROAD;

THENCE S83°53'30"W 155.13 FEET ON THE NORTH LINE OF GILMORE ROAD TO THE MOST EASTERLY CORNER OF SAID TAX LOT 1A2A;





**THENCE CONTINUING S83°53'30"W 536.35 FEET ON THE NORTH LINE OF  
GILMORE ROAD AND ON THE SOUTH LINE OF SAID TAX LOT 1A2A;**

**THENCE N00°18'45"W 1312.15 FEET;**

**THENCE N85°27'34"E 154.96 FEET TO THE POINT OF BEGINNING.**

**Parcel ID number 011592188- IRREG NORTH 25 AC APPROX OF TAX LOT  
22A 28-14-13 (24.96 AC)**

**Parcel ID number 011592187- IRREG W 826.98 FT OF TAX LOT 1A2A 33-14-  
13 (1.95 AC)**

**Parcel ID number 011592189- IRREG SWESTRLY PT OF TAX LOT 22A 28-  
14-13 (23.09 AC)**

**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on March 11, 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:

Virginia A Albers  
valbers@saalawyers.com

John W Ballew Jr  
jwb@ballewhazen.com

Date: March 11, 2019

BY THE COURT:

*Don Heath*

CLERK



IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

BETH A. ROTH, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 STEVEN G. ROTH, )  
 )  
 Defendant. )

Case No. CI \_\_\_\_

**COMPLAINT FOR  
 DISSOLUTION OF MARRIAGE  
 (Equity)**

COMES NOW the Plaintiff and alleges:

1. Plaintiff is a resident of Papillion, Sarpy County, Nebraska and resides at 6815 Giles, Apt. #311, Papillion, Nebraska;
2. Defendant is a resident of Papillion, Sarpy County, Nebraska and resides at 1202 Mackensy Drive, Papillion, Nebraska;
3. Plaintiff has had actual residence in this state, with a bona fide intention of making it her permanent home more than one year prior to the filing date of this complaint.
4. Plaintiff is represented by John W. Ballew, Jr. of BALLEW COVALT HAZEN, PC, LLO, Attorneys at Law;
5. Plaintiff and Defendant were married on February 5, 1997 in Ocho Rios, Jamaica;
6. Three children have been born of this marriage with one of the children having reached the age of majority and two of the children being the age of minority whose well-being will be affected by these proceedings, to-wit:

<u>Name</u>	<u>Birth Year</u>
Hallie Roth	2002
Maddie Roth	1999

7. This is a custody proceeding as defined by § 43-1226 et seq. of the Uniform Child Custody Jurisdiction and Enforcement Act. As such, the following information is supplied in conformity with § 43-1246 of said Act:

- a) Children's present address: 6815 Giles, Apt. #311, Papillion, Nebraska
- b) Places where the children have lived within the last five years:  
1202 Mackensey Drive, Papillion, Nebraska;  
6815 Giles, Apt. #311, Papillion, Nebraska
- c) Names and present addresses of persons with whom the children have lived during the above-referenced period:  
Plaintiff, 6815 Giles, Apt. #311, Papillion, Nebraska;  
Plaintiff and Defendant, 1202 Mackensey Drive, Papillion, Nebraska.
- d) Plaintiff has not participated as a party, witness, or in any other capacity in any other litigation concerning the custody of the above-referenced children in this or any other state;
- e) Plaintiff has no information of any custody proceeding concerning the children pending in a court of this or any other state;
- f) Plaintiff does not know of any person not a party to this proceeding who has physical custody of the children or claims to have custody or visitation rights with respect to the children.

8. Plaintiff is not now a party to any other pending action for divorce, separation, or dissolution of marriage;

9. The marriage between the parties is irretrievably broken and all efforts at reconciliation have failed;

10. Plaintiff alleges that the legal and physical custody of the minor children be determined in accordance with the best interests of the children;

11. Plaintiff states that a parenting plan has not yet been developed by the parties and requests that a parenting plan be determined for the parties;

12. Plaintiff requests that child support and payment of child support related expenses be determined in accordance with the Nebraska Child Support Guidelines;

13. This is a proper and appropriate case for an award of alimony;

14. That during the marriage, the parties have accumulated real and personal property as well as debts and liabilities which should be equitably divided between them;

15. Plaintiff requests that her maiden (former) name of Koster be restored to her;

16. Pursuant to NEB. REV. STAT. §25-2740(2), Plaintiff requests that this proceeding be heard by a District Court Judge.

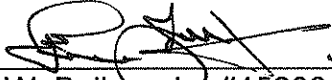
WHEREFORE, Plaintiff prays for the following relief:

- a) That the marriage of the parties be dissolved;
- b) That legal and physical custody of the minor children be determined in accordance with the best interest of the children;
- c) That Plaintiff be awarded temporary and permanent child support set in accordance with the Nebraska Child Support Guidelines but subject to any deviations which may be appropriate;
- d) That Plaintiff be awarded temporary and permanent alimony;
- e) That Plaintiff be awarded temporary and permanent attorney fees;
- f) That Plaintiff's maiden (former name) name of Koster be returned to her;
- g) That all real and personal property and debts accumulated by the parties during the marriage be divided equitably between them;
- h) Costs of this action;
- i) Such other relief as the Court may deem proper.

BETH A. ROTH, Plaintiff

BY: BALLEW COVALT HAZEN, PC, LLO  
1045 Lincoln Mall, Suite 200  
P.O. Box 81229  
Lincoln, NE 68501-1229  
(402) 436-3030

BY:

  
\_\_\_\_\_  
John W. Ballew, Jr., #15838  
Email: [jballew@ballewcovalt.com](mailto:jballew@ballewcovalt.com)

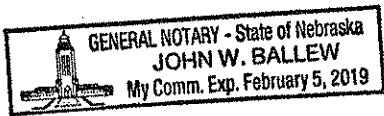
STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

Beth A. Roth, being first duly sworn, deposes and says that she is the Plaintiff in the above-entitled action, has read the above and foregoing Complaint, knows the contents thereof, and the facts stated therein are true.

*Beth A Roth*

\_\_\_\_\_  
Beth A. Roth, Plaintiff

SUBSCRIBED AND SWORN TO BEFORE ME on this 22<sup>nd</sup> day of March, 2017, by Beth A. Roth, an individual known unto me.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public