

IN THE IOWA DISTRICT COURT FOR MADISON COUNTY

IN RE THE MARRIAGE OF SHARON M. FAVATA AND MICHAEL FAVATA

Upon the Petition of

No. CDDM 005597

SHARON M. FAVATA,

Petitioner,

DECREE OF DISSOLUTION
OF MARRIAGE

and concerning

MICHAEL FAVATA,

Respondent.

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On this 5th day of August, 2005, the above-entitled matter comes before the Court, the parties having stipulated to the entry of the decree without a hearing pursuant to Iowa Code §598.8(2). The Petitioner is not represented; and the Respondent is represented by attorney, DIANE L. DORNBURG. The Court, having inspected the records and files herein and being fully advised in the premises, makes the following:

FINDINGS OF FACT

The PETITIONER is SHARON M. FAVATA, whose address is 2 Wedgewood Circle, Unit 8, Hooksett, Merrimack County, New Hampshire; and whose date of birth is May 11, 1963. The RESPONDENT is MICHAEL FAVATA, whose address is 305 NE Cherry Avenue, Earlham, Madison County, Iowa; and whose date of birth is June 19, 1971.

Respondent has appeared and answered herein, and this Court has jurisdiction of the cause, both of the parties and the subject matter.

Return To: Peggy J. Favata
305 NE Cherry Ave.
Earlham, Ia 50072

There has been a breakdown of the marriage relationship of the parties to the extent that the legitimate objects of matrimony have been destroyed and there remains no reasonable likelihood that the marriage can be preserved.

Conciliation would not preserve the marriage, and therefore conciliation procedures should be waived.

The parties have shown emergency or necessity sufficient to satisfy the Court that immediate action is warranted to protect the interests of the parties and the minor children. All notice requirements have been complied with, and the remaining waiting period should therefore be waived. The facts which constitute emergency or necessity need not be recited in this decree.

The parties have three (3) minor children, whose names and dates of birth are: NICHOLAS ROLLAND FAVATA, born November 24, 1989; CODY BENJAMIN FAVATA, born February 28, 1992; and MOLLY SHAY FAVATA, born June 15, 1998.

It is in the best interest of the children, and the parties are in agreement that they shall share joint legal custody of the children. Physical care of Cody and Molly shall be awarded to the Petitioner and physical care of Nicholas shall be awarded to the Respondent.

As shown by testimony and financial statement, the Petitioner's net income, based upon 2004 taxes, is \$420 per month, and the Respondent's net income is \$3518 per month from the United States Navy.

The material allegations of the petition are supported by competent evidence which is uncontroverted, and the marriage should be dissolved.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the parties are granted an absolute dissolution of marriage, their marriage is terminated, and the parties are restored the status, rights and privileges of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that conciliation procedures are hereby waived.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the remaining conciliation procedures and period are hereby waived.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties shall share joint legal custody of the minor children, NICHOLAS ROLLAND FAVATA, born November 24, 1989; CODY BENJAMIN FAVATA, born February 28, 1992; and MOLLY SHAY FAVATA, born June 15, 1998.

The parties shall have the following rights and responsibilities as joint legal custodians of the children:

1. Both parents shall have legal access to information concerning the children, including but not limited to medical, educational and law enforcement records.
2. Both parents shall participate equally in the rights and responsibilities of legal custodians, including but not limited to decisions affecting each child's legal status, medical care, education, extracurricular activities and religious training.
3. The parties shall consult with each other with respect to the education, religious training, medical care, extracurricular activities and all other matters related to the children, whose well-being and development shall at all times be of paramount consideration to the parties. If either party has knowledge of any illness, accident or other matters seriously affecting the well-being of any child, that party shall promptly

notify the other, and, except in emergencies, shall not take any action without consulting the other.

4. Each parent will support the right of the other to love and discipline the children. Disciplinary actions taken by one parent will be supported by the other parent. Disagreements about child-rearing practices will be resolved outside the presence of the children.

5. Each of the parties shall act to foster feelings of affection and respect between the children and the other party, and neither will do anything which may estrange the children from the other party or impair any child's high regard for the other party.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that physical care of Cody and Molly shall be awarded to the Petitioner and physical care of Nicholas shall be awarded to the Respondent.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall have the right to visit with children as follows:

Petitioner shall have visitation with the minor child, Nicholas, whenever the parties can agree and likewise shall Respondent have visitation with the minor children, Molly and Cody, whenever the parties can agree. It is the intent of the parties that visitation be exercised to allow maximum time possible for all three (3) children to be together. If the parties cannot agree, then Respondent shall have the following visitation with the minor children, Molly and Cody, and Petitioner shall have the following visitation with the minor child, Nicholas, at a minimum:

Scheduled Visitation: Each party shall have visitation with the children every

other weekend beginning at 6:00 p.m. on Friday and continuing until 6:00 p.m.

on Sunday.

Holiday Visitation: The parties shall abide by the following holiday visitation schedule for all minor children to spend visitation time together unless other visitation is agreed between the parties.

<u>Michael – Even Year</u>	<u>Sharon – Even Year</u>
Spring Break	Mother's Day
Easter	Memorial Day
Father's Day	Labor Day weekend
Fourth of July	Beggar's Night (5:00–8:00 p.m.)
Thanksgiving Day	Molly's Birthday
Christmas Eve	Christmas Day
New Years Eve	New Years Day
Nicholas' Birthday	Cody's Birthday
Summer Visitation (set forth below)	Summer Visitation (set forth below)

<u>Michael – Odd Year</u>	<u>Sharon – Odd Year</u>
Memorial Day	Spring Break
Father's Day	Easter
Labor Day weekend	Mother's Day
Beggar's Night (5:00-8:00 p.m.)	Fourth of July
Molly's Birthday	Thanksgiving Day
Christmas Day	Christmas Eve
New Years Day	New Years Eve
Cody's Birthday	Nicholas' Birthday
Summer Visitation (set forth below)	Summer Visitation (set forth below)

** All holiday visitation takes precedence over any scheduled weekend visitation. Unless otherwise noted, holiday visitation shall commence at 6:00 p.m. on the night before the scheduled holiday falls on a Friday or Monday in which case the visitation is to include the weekend of the holiday.

Summer Visitation: Respondent shall have six (6) weeks of summer visitation with the minor children, Molly and Cody. The visitation may be uninterrupted, subject to liberal telephone communication by Petitioner with the parties'

children.

Spring Break: The parties shall alternate spring break vacation as set forth above. Spring Break will be deemed to commence, for terms of this Decree, at 6:00 p.m. the Friday preceding Spring Break. If Spring Break actually begins on Friday, that shall be the first Friday of visitation. If Spring Break begins on a Monday, the preceding Friday shall be the first day of visitation. The aforementioned visitation shall continue through Spring Break until 6:00 p.m. on the last Friday of the Break.

Thanksgiving Vacation: Thanksgiving vacation shall begin at 10:00 a.m. on Thanksgiving Day and shall end at 6:00 p.m. Friday evening.

Christmas Vacation: Christmas Eve visitation shall begin at 6:00 p.m. on December 22, or the first day of School Christmas vacation, and end at 9:00 p.m., December 24.

Christmas Day visitation shall begin at 9:00 p.m. December 24 and end at 6:00 p.m. December 28.1

The parties further agree that they shall work, one with the other, for purpose of assuring that visitation will take place in a reasonable and healthy manner and that each parent shall work, one with the other, so as to insure the parent/child relationship. Both parties shall refrain from making any disparaging remarks about the other parent and shall refrain from arguments in the presence of the children.

The parties further agree that all clothing and other personal effects belonging to the children shall be allowed to travel between each of the parties' homes as

desired by the children. Petitioner shall ensure that reasonable and necessary clothing and other personal effects be sent with the children for visitation with the Respondent. Respondent shall ensure that items brought by the children shall be returned with the children at the conclusion of any period of visitation.

Transportation: Respondent shall be responsible for picking up and returning the children, Molly and Cody, to begin visitation at their respective daycare or school or at Petitioner's residence.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that for support of Nicholas, the Petitioner shall pay \$50.00 per month to the Respondent. For support of Molly and Cody, the Respondent shall pay \$1090. As a method of payment, RESPONDENT shall pay to PETITIONER, through the COLLECTION SERVICES CENTER, P. O. Box 9125, Des Moines, Iowa 50306-9125, on or before the 1st day of each month, commencing September 1, 2005, the sum of \$1040.00 long as each child survives and has not attained majority, has not completed high school education or has not become self-supporting. When two (2) children remain eligible for support, the RESPONDENT shall pay \$1000.00 per month as support. When one child remains eligible for support the RESPONDENT shall pay \$680.00 per month as support.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that neither party shall receive alimony from the other, and all rights to alimony are hereby extinguished.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all payments ordered herein shall stand as judgments now entered against RESPONDENT, and execution may issue for any payment which is not made as herein required. At any

time support payments are delinquent in an amount equal to or greater than the payment for one month, the Court may, without further notice, order the mandatory assignment of the RESPONDENT's periodic earnings, trust income or other income, sufficient to pay the support obligation.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that provisions regarding the immediate income withholding pursuant to Iowa Code section 252D.8, section 1, to secure payment of support obligations are applicable, and the income of the RESPONDENT is subject to immediate income withholding. UNTIL SUCH TIME AS THE EMPLOYER OR OTHER INCOME PROVIDER WITHHOLDS THE REQUIRED AMOUNT OF SUPPORT, IT IS THE OBLIGOR'S RESPONSIBILITY TO ENSURE PAYMENT. Notice is hereby given that the income of the RESPONDENT is subject to immediate income withholding regardless of whether there is an arrearage.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties shall file with the court the following information:

1. Social Security Number
2. Residential and mailing addresses
3. Telephone number
4. Driver's license number
5. The address and telephone number of your employer.

If the Child Support Recovery Unit is involved in this action, the parties are ordered to provide the Child Support Recovery Unit with the same information. The parties are hereby notified that in any future child support action, if a party cannot be found, future legal papers will only be sent to the address filed pursuant to this order. Therefore, if a party moves, an update with the new address must be filed.

The above information shall be disclosed and used only pursuant to Iowa Code

Chapter 598.22B, and shall not be deemed a public record.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Respondent shall maintain medical insurance for the minor children as long as any child remains eligible for child support. Except in case of an emergency, the parties shall obtain medical care for the children through medical providers who accept Tricare Prime Insurance.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Respondent shall pay the first \$250.00 of uncovered medical expenses for each child during each calendar year, up to a maximum of \$500 per year for all children. Uncovered medical expenses in excess of those amounts shall be paid 50 % by the Petitioner and 50 % by the Respondent. "Uncovered medical expenses" means all medical expenses for any child not paid by insurance. "Medical expenses" shall include, but not be limited to, costs for reasonably necessary medical, orthodontia, dental treatment, physical therapy, eye care, including eye glasses or contact lenses, mental health treatment, substance abuse treatment, prescription drugs, and any other uncovered medical expense. This medical support provision is in substantial compliance with the guidelines. To the extent that the percentage contribution varies from the guidelines, it is justified and appropriate, given the split physical care arrangement and the availability of Tricare Prime coverage for the children.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Respondent is the sole and absolute owner in fee, to the exclusion of all rights or interests of the Petitioner of the real property of the parties locally known as 305 NE Cherry Avenue, Earlham, Madison County, Iowa, and legally described as: Lot No. 6 of Block No. 1 of

Nicholson's Addition to the original town of Earlham, Madison County, Iowa. This judgment shall stand as conveying the title to all of said property from the Petitioner to the Respondent. Respondent shall be solely responsible for payment of the mortgage, real estate taxes and insurance, and hold Petitioner harmless therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner shall immediately execute a Quit Claim Deed to effect transfer of title. In the event of Petitioner's failure or refusal to sign a Quit Claim Deed, in lieu thereof a copy of this Decree may be filed with the appropriate governmental office and shall effect a transfer of title as if a Quit Claim Deed had been filed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in consideration for the conveyance of the above described real property, Petitioner shall be granted a lien against said property. The amount of the Petitioner's lien shall be one half of the net proceeds of sale of the property, to be paid upon closing of the sale of the property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Respondent be and he is hereby awarded all right, title and interest in his military pension.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner is awarded the personal property of the parties now in her possession free and clear from any claim of Respondent; and Respondent is awarded the personal property now in his possession free and clear of any claim of Petitioner.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party hereto shall assume and pay his or her own personal debts and obligations.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this matter are taxed to the Respondent.

David L. Christensen
JUDGE, Fifth Judicial District
of Iowa

DAVID L. CHRISTENSEN

APPROVED AS TO FORM:

Diane L. Dornburg
DIANE L. DORNBURG
Attorney for Respondent

STATE OF *New Hampshire*
COUNTY OF *Merrimack* -SS-

CERTIFICATE	
I, Janice Bowers, Clerk of District Court of the State of Iowa, in and for Madison County, do hereby Certify that this is a true and complete copy of the Original Instrument filed in this office. IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said court at my office in Winterset, Iowa this day of <u>Dec 5, 2006</u>	
By <i>[Signature]</i>	Clerk of District Court
	Deputy

SHARON M. FAVATA, being first duly sworn on oath, deposes and states: I have read and know the contents of this Decree of Dissolution of Marriage and the statements and allegations contained therein are true and correct. There has been a breakdown of the marriage relationship to the extent that the legitimate objects of matrimony have been destroyed and there remains no reasonable likelihood that the marriage can be preserved.

Sharon M. Favata
SHARON M. FAVATA

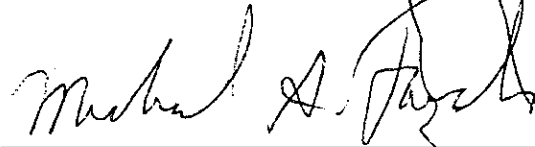
SUBSCRIBED AND SWORN TO before me this 3rd day of August, 2005.

[Signature]
NOTARY PUBLIC in and for the State
of NEW HAMPSHIRE
SANDRA M. PIPER
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires July 25, 2006

STATE OF IOWA
COUNTY OF POLK -SS-

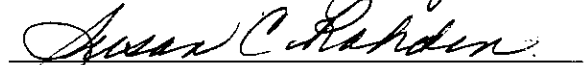
MICHAEL FAVATA, being first duly sworn on oath, deposes and states: I have read and know the contents of this Decree of Dissolution of Marriage and the statements and allegations contained therein are true and correct. There has been a

breakdown of the marriage relationship to the extent that the legitimate objects of matrimony have been destroyed and there remains no reasonable likelihood that the marriage can be preserved.



MICHAEL FAVATA

SUBSCRIBED AND SWORN TO before me this 29th day of July, 2005.



NOTARY PUBLIC in and for the State of Iowa



IN THE IOWA DISTRICT COURT FOR MADISON COUNTY
IN RE THE MARRIAGE OF SHARON M. FAVATA AND MICHAEL FAVATA

Upon the Petition of

NO. CDDM 005597

SHARON M. FAVATA,

ORDER NUNC PRO TUNC

Petitioner,

and concerning

MICHAEL FAVATA,

Respondent.

On this 31st day of October, 2006, this matter

comes before the Court for entry of an Order Nunc Pro Tunc. The court FINDS that due to a scrivener's error, the legal description of the parties' property was incorrectly stated in the Decree of Dissolution of Marriage.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Decree of Dissolution of Marriage entered herein on August 15, 2005, be corrected as specifically set forth herein, to state the correct legal description of the parties' real estate.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following paragraph shall be deleted from the parties' decree:

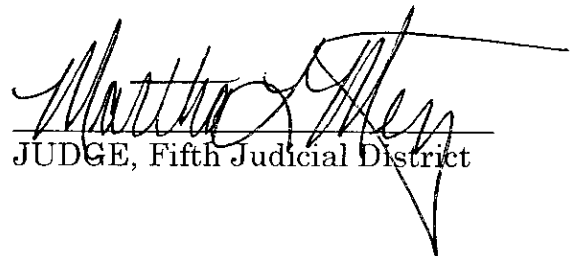
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Respondent is the sole and absolute owner in fee, to the exclusion of all rights or interests of the Petitioner of the real property of the parties locally known as 305 NE Cherry Avenue, Earlham, Madison County, Iowa, and legally described as: Lot No. 6 of Block No. 1 of Nicholson's Addition to the original town of Earlham, Madison

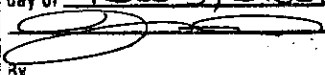
JANICE BOWERS
CLERK OF DISTRICT COURT
MADISON COUNTY IOWA
2006 NOV - 1 PM 3:26

County, Iowa. This judgment shall stand as conveying the title to all of said property from the Petitioner to the Respondent. Respondent shall be solely responsible for payment of the mortgage, real estate taxes and insurance, and hold Petitioner harmless therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following paragraph shall replace the paragraph deleted from the parties' decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Respondent is the sole and absolute owner in fee, to the exclusion of all rights or interests of the Petitioner of the real property of the parties locally known as 305 NE Cherry Avenue, Earlham, Madison County, Iowa, and legally described as: Lots Five (5) and Six (6) in Block No. One (1) of Nicholson's Addition to the original town of Earlham, Madison County, Iowa. This judgment shall stand as conveying the title to all of said property from the Petitioner to the Respondent. Respondent shall be solely responsible for payment of the mortgage, real estate taxes and insurance, and hold Petitioner harmless therefrom.


JUDGE, Fifth Judicial District

CERTIFICATE	
I, Janice Bowers, Clerk of District Court of the State of Iowa, in and for Madison County, do hereby Certify that this is a true and complete copy of the Original Instrument filed in this office. IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said court at my office in Winterset, Iowa this	
day of	<u>Dec 5, 2006</u>
	Clerk of District Court
by _____	Deputy