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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

Divore Decree

Type of Document

PREPARER INFORMATION: (name, address, phone number)

Cindy Stanford
1005 22nd St.
West Des Moines, IA 50265
515-442-5800

TAXPAYER INFORMATION: (name and mailing address)

N/A

RETURN DOCUMENT TO: (name and mailing address)

Cindy Stanford
1005 22nd St.
West Des Moines, IA 50265

GRANTOR: (name)

GRANTEE: (name)

LEGAL DESCRIPTION: (if applicable)

See page:

24-76-28 Cedar Ridge Estates Lots 4, 9, & 10

Document or instrument of associated documents previously recorded:
(if applicable)

IN THE IOWA DISTRICT COURT FOR MADISON COUNTY

IN RE THE MARRIAGE OF CINDY MARY SHAHAN AND JEFFREY ALLEN SHAHAN

Upon the Petition of	:	
	:	
CINDY MARY SHAHAN,	:	CDDM006028
	:	
Petitioner,	:	
	:	
And Concerning	:	DECREE OF DISSOLUTION OF
	:	MARRIAGE
JEFFREY ALLEN SHAHAN,	:	
	:	
Respondent.	:	

FINDINGS OF FACT

On the 30th day of October, 2012 the parties appeared for a trial set on this matter. The parties have reached an agreement regarding all issues in dispute in this matter. The parties have stipulated and entered into the record their agreement.

The PETITIONER is Cindy Mary Shahan, 220 N 7th Avenue, Winterset, Madison County, Iowa 50273; whose date of birth is 1965. The RESPONDENT is Jeffrey Allen Shahan, 2195 198th Court, Winterset, Madison County, Iowa, 50273; whose date of birth is 1963.

The parties were married in Des Moines, Iowa on September 25, 1993.

The parties have two minor children, A.S. born in 1996 and E.S. born in 1998.

The Court finds 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.

As shown on the child support guideline worksheets filed herein, Cindy's gross income is \$60,600 per year from Wells Fargo. Jeffery's gross income is \$60,000 per year from Shahan Walsh. Due to the relatively equal incomes of the parties any payment of child support from one party to the other is waived.

It is in the best interest of the children and the parties are in agreement that they shall have joint legal custody and shared physical care of the children.

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 the parties shall have joint legal custody pursuant to Iowa Code §598 with joint shared physical care of their two minor children. The parties have the following rights and responsibilities as joint legal custodians:

- a. Both parties shall have legal access to information concerning the child(ren) including, but not limited to, medical, educational, and religious records.
- b. Both parties shall participate equally in the rights and responsibilities of legal custodians including, but not limited to, decisions affecting the child(ren)'s legal status, medical care, education, extracurricular activities, and religious training.

- c. Both parties will be notified through the child(ren)'s school of school conferences, programs, open houses, and other school sponsored events and programs.
- d. Each party shall also consult each other and agree with one another with respect to the education, religious training, extracurricular activities, and major matters relating to the child(ren), whose well-being and development shall at all times be a paramount concern of the parties. If either of the parties has knowledge of any matter seriously affecting the well-being of the child(ren), he or she shall promptly notify the other.
- e. Disagreements about child-rearing practices shall be resolved outside the child(ren)'s presence. Each party shall act to foster feelings of affection and respect between the child(ren) and the other party. Neither party shall intentionally do anything to estrange the child(ren) from the other party or impair the child(ren)'s high regard for the other party.
- f. Each party shall be named on all legal notices, including school, medical, and extracurricular activities wherein it is required to note a parent or other individual as a person to notice in the event of an emergency. Such notice will include their name, address, and telephone number.
- g. Both parties will take the necessary action with the school authorities of the schools where the children are enrolled to list the other party as a parent of the children, authorize the school to release to the other party any and all information concerning the children. Both parents will keep the other informed about the children's education, including academic progress and extra-curricular activities. Both shall inform each other of special events in a timely manner so that each party may make

plans to attend those events. Both parties shall instruct the school officials to send notices, announcements, information, etc. to both parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED the parenting schedule shall be week to week, with the switch day of the children to be on Sunday. The parties will cooperate together to try and accommodate Cindy's travel schedule for work to allow her to have her weeks with the children when she is home. That may result in Cindy having the children for two weeks in a row and vice versa. Cindy will timely provide Jeff with her travel schedule as soon as it is available to her (typically 3 months in advance).

Holidays shall be alternated as follows:

HOIDAY	TIMES	ODD YEARS	EVEN YEARS
Easter	Saturday at 5 p.m. to Monday morning	Dad	Mom
Memorial Day	Friday at 5 p.m. to Tuesday morning	Mom	Dad
Labor Day	Friday at 5 p.m. to Tuesday morning	Mom	Dad
Thanksgiving	Wednesday at 5 p.m. to Friday morning	Dad	Mom
Christmas Eve	8 a.m. to 10 p.m.	Dad	Mom
Christmas Day	12/24 10 p.m. to 12/26	Mom	Dad
Mother's Day	Saturday at 5 p.m. to Monday morning	Mom	Mom
Father's Day	Saturday at 5 p.m. to Monday morning	Dad	Dad

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that neither party shall pay child support unto the other.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED any additional child related expenses shall be divided equally between the parties, including but not limited to, extracurricular

expenses, school lunches, school fees, books and supplies, school tuition, camp fees and tuition, major clothing purchases, such as coats, boots, etc. sports equipment, uniform and fees, music fees, equipment expenses or lessons, and any other expenses the parties agree to in advance. Neither party will incur a single expense greater than \$100 without first consulting each other and agreeing upon the expense. The parties will exchange their receipts each month by the 5th of the month and will reimburse each other by the 20th of that month. As Cindy is providing the medical insurance for the parties children without reimbursement from Jeff, Jeff will provide the cell phones for the children and pay for that expense without reimbursement from Cindy.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Cindy shall maintain medical insurance on the parties' children as long as it is available through her employment at a reasonable cost. The parties shall split the uncovered medical expenses equally. Medical expenses shall include, but not limited to, costs for medical, orthodontia, dental treatment, physical therapy, mental health treatment, counseling and placement issues, substance abuse treatment, prescription drugs, and any other uncovered medical expense. The party who pays an uncovered medical expense for the minor children will provide the other party with appropriate documentation necessary to verify the expense within thirty (30) days from paying such expense. The party who receives the documentation then will have thirty (30) days from receipt of such documentation to verify the amount of the uncovered medical expense and to pay directly to the other party or provider his/her share of the uncovered medical expense.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED each party will pay one third of the children's post-secondary education expense pursuant to Iowa Code §598.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED Cindy will claim A.S. as an exemption on her income tax returns in odd years and Jeffrey in even years. Jeffrey shall claim E.S. as an exemption in odd years and Cindy will claim in even years.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Jeffrey is the absolute owner in fee, to the exclusion of all rights or interests of Cindy, of the real property locally known as:

2195 198th Court, Winterset, Madison County, Iowa

Legally described as:

Lot 3, 3A, Cedar Ridge, including in and forming a part of Winterset, Madison, Iowa.

This judgment shall stand as conveying the title to all of said property from Cindy to Jeffrey and Jeffrey shall be required to assume and shall pay the mortgage against said property and hold Cindy harmless therefrom. Within sixty (60) days from the entry of the Decree, Jeffrey will be required to use his best efforts to re-finance any mortgage liability related to said property removing Cindy's name from any and all liability and provide written documentation of proof of compliance with this provision to Cindy. Additionally, within said sixty (60) days, Jeffrey will pay unto Cindy the sum of \$60,000 as and for property settlement representing her equity interest. Upon entry of the Decree, Cindy will sign a quit claim deed unto Jeffrey divesting herself of all right, title and interest in said property subject to the terms and conditions of this provision.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED Jeffrey will keep the parties' interest in 101 East Jefferson Street, Winterset, legally described as:

S 82' Lot 5, except 16'7" and 26'7" NW Corner, Lot 5, Block 5, Block 12, Block 12 original.

Cindy will sign a quit claim deed unto Jeffrey and the additional owners divesting herself of all right, title and interest in said property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Jeffrey is the absolute owner in fee of the real property locally known as: Lot 5, Winterset, Madison County, Iowa and legally described as:

Lot 5, Cedar Ridge Estates

IT IS FURTHER ORDERED, ADJUDGED AND DECREED Cindy shall have a one-third (1/3) interest in Lots 4, Lot 9 and Lot 10 which are currently held by SSS Services Inc. legally described as:

Lot 4, 3.01A Cedar Ridge Estates

Lot 9, 3.01A Cedar Ridge Estates

Lot 10, 3.01A Cedar Ridge Estates

Jeff will sign any deeds or stock certificates as needs to change ownership in the corporation and/or land from Jeff and Cindy to Cindy.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED Cindy shall no longer have any interest in any property owned by Janice K LLC, including the parties' one third interest in the 20 acres, legally described as:

Par F, 19.91 acres NW

Cindy shall sign a quit claim deed divesting herself of any interest in the property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED Cindy shall no longer have any interest in any property owned by Shahan Enterprises, including the parties' one third interest in 318 W Green, Winterset, Madison County, legally described as:

Lot 3, Original Block 8, now included in and forming a part of the City of Winterset, Iowa.

Cindy will sign a quit claim deed divesting herself of any interest in the property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED each party shall receive one half the interest in the forty acres legally described as:

Par A E ½ NE 40A

The property is currently being sold and the parties will each be issued a check in their name for one half the amount of the proceeds of the sale. Jeff will cooperate with the sale of the property and will ensure that Linda Womack promptly signs the affidavit and returns it to him to complete the sale.

Time is of the essence to have the property close.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED as and for property settlement Jeff shall pay onto Cindy \$70,000 by November 15, 2012. This amount shall be a judgment on Jeffrey until paid in full. Cindy will sign a satisfaction of judgment upon receipt of the payment. It is agreed between the parties that this amount shall come from Jeff's portion of the proceeds of the forty acres described above.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED Cindy will receive title to the 2008 Ford Edge. Jeffery will receive title to the 2005 Ford Excursion, Ford Focus Allen drives and 1991 Nissan. If necessary, each party will sign any and all documents necessary in order to transfer the titles of said vehicles and file said transferred titles with the appropriate county treasurer's office within 14 days from the date of the entry of the Decree with said transfers of title to be tax free. Each party will be responsible for any and all debts, obligations, and insurance related to their respective vehicles while holding the other party harmless from any liability thereon.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED Cindy shall receive the dining room table and chairs and Erika's old double bed from the home within ten (10) days of the Decree being filed with the Court. Jeff will receive the kitchen table in Cindy's possession at the time of

Cindy removing the dining room table. Jeff will keep the remainder of the property, including the riding lawn mower, flat bed trailer, tractor, snow blower, tools, tiller, guns, all the remaining furniture in the home.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED Jeffrey shall be awarded, free and clear of any claim of Cindy, the parties' interest in the following enterprises: Shahan Enterprises, Shine, Shahan Walsh, Janice K LLC. Cindy shall be awarded, free and clear of any claim of Jeff the parties' interest in SSS Service. Both parties shall cooperate with any transfers necessary to effectuate this provision.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED Jeffrey shall be awarded the parties' interest in any tax sale properties free and clear of any claim of Cindy. Cindy will sign any paperwork necessary to transfer ownership of any properties in her name to Shine, Greg Shahan or Jeffrey.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED if Jeffrey is able to get the 2010 income tax refund check re-issued he shall be entitled to the same. Cindy will cooperate to effectuate this provision.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED Cindy shall receive her ING IRA and Wells Fargo 401(k) free and clear from any claim of Jeffrey. Jeffrey will receive his ING IRA and Jackson Annuity account free and clear from any claim of Cindy except that a Qualified Domestic Relations Order will be drafted to transfer to Cindy \$4891, plus any gains or losses from the date of the Decree, from Jeffrey's account.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED Cindy shall be responsible for the Chase, Wells Fargo and Sears credit card in Cindy's name.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED in addition to what has previously been noted, each party shall be responsible for any and all debts and obligations that they have incurred individually since the date of the filing of the Petition in this action and shall hold the other party harmless from any liability thereon.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED neither party shall pay alimony unto the other.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED Jeffrey will pay \$5000 towards Cindy's attorney fee bills. This amount shall be paid within thirty days of Decree being filed with the Court.

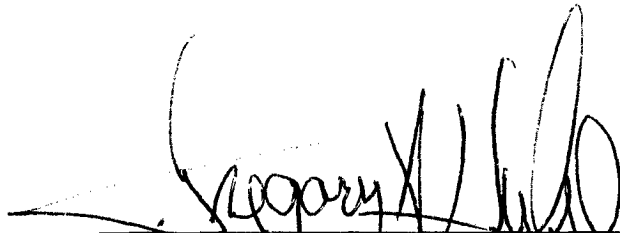
IT IS FURTHER ORDERED, ADJUDGED AND DECREED the court costs of this action shall be divided equally between the parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED Jeffrey acknowledges that all tax liability for the parties' income taxes through 2011 has been paid. Cindy is released from any liability for the income taxes that may be found as a result of an audit as she has not signed the income taxes and they have been prepared by Jeffrey, except any liability that may result from the numbers Cindy provided to Jeffrey to assist him in preparing the income taxes.

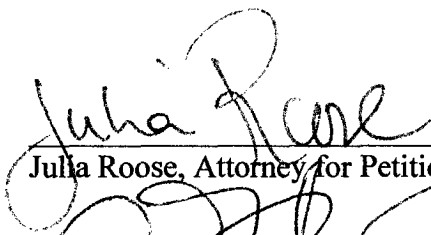
IT IS FURTHER ORDERED, ADJUDGED AND DECREED Cindy is released from any liability related to any business in which Jeffrey has an interest or which she had an interest during the course of the parties' marriage. Jeffrey is released from any liability incurred as a result of Cindy's independent contractor business for Wells Fargo.

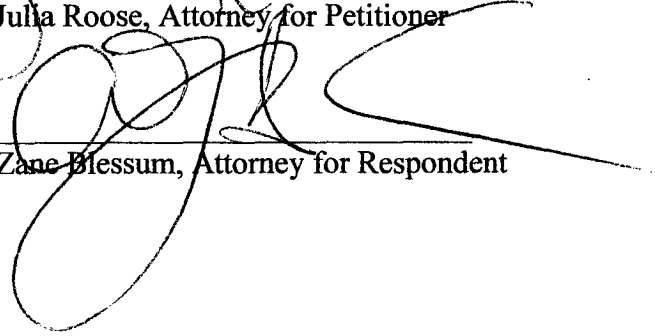
IT IS FURTHER ORDERED ADJUDGED AND DECREED if it is discovered after the Decree is entered that either party did not disclose any assets or accounts in their possession at the

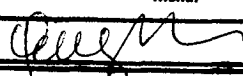
time this Decree is filed that asset or account shall become 100% the property of the other party.


JUDGE, Fifth Judicial District of Iowa

APPROVED AS TO FORM AND CONTENT:


Julia Rose, Attorney for Petitioner


Zane Blessum, Attorney for Respondent

CERTIFICATE
I, Leisa Huber, 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, at Madison, Iowa this 29 day of November, 2018.
By  Clerk of Court
Deputy