

CHECK ALL APPROPRIATE BOXES ON THIS FORM
(Delete where not applicable)

NOTICE: If child support has been ordered in this case, a wage assignment will be activated in the event of default in child support.

DISTRICT COURT, <u>El Paso</u> COUNTY, <u>State of</u> COLORADO	
CASE NO. <u>91 DR 3003</u>	Div/CtRm <u>X/6</u>
DECREE OF <input checked="" type="checkbox"/> DISSOLUTION OF MARRIAGE <input type="checkbox"/> LEGAL SEPARATION	
In re the Marriage of: <u>Barbara A. Wells</u> and <u>Donald E. Wells</u>	
Petitioner Respondent Co-petitioner	
This matter was reviewed by the court on <u>August 10, 1993</u> (date)	
Petitioner <input type="checkbox"/> Respondent <input type="checkbox"/> Co-petitioner	
<input checked="" type="checkbox"/> Appeared in person <input type="checkbox"/> Signed the non-appearance affidavit <input type="checkbox"/> Was represented by _____	
<input type="checkbox"/> Signed the non-appearance affidavit <input checked="" type="checkbox"/> Did not appear <input type="checkbox"/> Appeared in Person	
The court has examined the record, <input checked="" type="checkbox"/> heard the evidence and statements of <u>Petitioner</u>	
<input type="checkbox"/> read the affidavit of _____	
and makes the following findings:	
1. <input checked="" type="checkbox"/> The court has jurisdiction over both parties based upon:	
<input type="checkbox"/> The parties filing jointly on _____ (date) <input type="checkbox"/> Waiver signed on <u>9/24/91</u> (date)	
<input type="checkbox"/> Service on _____ (person), on _____ (date)	
at _____ (place)	
<input type="checkbox"/> The court has jurisdiction over in-state property by quasi in rem publication.	
<input type="checkbox"/> The court has only subject matter jurisdiction by publication by consolidated notice, or certified mail.	
2. The <u>Petitioner</u> was domiciled in Colorado for ninety days before this case was filed.	
3. At least ninety days have passed since service or completion of publication.	
4. The marriage between the parties is irretrievably broken.	
5. <input checked="" type="checkbox"/> The separation agreement between the parties	
<input checked="" type="checkbox"/> which is attached as Exhibit <u>A</u>	
<input type="checkbox"/> which has been read into the record and will be filed by the parties on or before _____	
<input type="checkbox"/> which is described on the reverse of this decree	
has been considered by the court and is found not to be unconscionable as to support, maintenance, and division of property.	
6. <input type="checkbox"/> The court has entered permanent orders which shall be filed by _____ (date)	
<input type="checkbox"/> The court finds it is in the best interest of the parties that a decree be entered even though there is no permanent order on this date.	
7. <input checked="" type="checkbox"/> The provisions regarding custody and visitation are in the best interest of the children and the named custodian is fit and proper to have custody.	
8. <input type="checkbox"/> The name change request is not detrimental to the interest of any person.	
9. <input type="checkbox"/> The attached support order becomes a part of this decree.	
The Court therefore ORDERS:	
<input checked="" type="checkbox"/> The marriage is dissolved and a Decree of Dissolution of Marriage is entered.	
<input type="checkbox"/> A Decree of Legal Separation is entered. The parties are advised that either may, six (6) months from this date, apply for entry of a decree of Dissolution of Marriage, which will be granted upon proof of notice to the other party.	
<input checked="" type="checkbox"/> Each party shall perform the applicable provisions of the separation agreement, permanent orders, or non-appearance affidavit.	
<input type="checkbox"/> The custody of the minor children, <u>Crystal & Todd</u>	
is granted to <u>Petitioner</u>	
<input type="checkbox"/> The _____ is granted a restoration of name to _____	
THE COURT FURTHER ORDERS:	
Attachment 28	
Attorney for petitioner _____ Date _____	Attorney for Co-petitioner/Respondent _____ Date _____
District Court Judge _____ Date _____	District Court Magistrate <u>L. M. [Signature]</u> <u>8/10/93</u> Date _____

DISTRICT COURT, El Paso COUNTY, State of COLORADO
CASE NO. 91 DR 3003 Div/CtRm X/6

SUPPORT ORDER (ATTACHMENT TO DECREE)

Petitioner Barbara A. Wells F 5/18/59 [REDACTED]
Sex Date of Birth Social Security No.
Petitioner's Address 1925 Flintlock Terr W Colorado Springs CO 80920
Respondent Donald F. Wells AND M 3/12/34 [REDACTED]
Sex Date of Birth Social Security No.
Respondent's Address 3305 Foxridge Colorado Springs CO 80919

The Court orders the Obligor, Donald F. Wells, to pay support/maintenance to the
Obligee, Barbara A. Wells, commencing July 1, 1993 (date).
Payment dates are 1st of the month

The total monthly obligation is as follows:

Current support \$ 400.00 Total
Current maintenance \$ _____ Arrears owed as of _____ Date
Payment toward arrears (support) \$ _____ for Child support \$ _____
Payment toward arrears (maintenance) \$ _____ for Maintenance \$ _____
for a total monthly payment of \$ 400.00 Payments shall continue until further order of Court or as otherwise
set forth in the Decree or Support Order dated 7/1/93 . Payments shall be mailed
to: 1925 Flintlock Terr W.
Colorado Springs, CO 80920

Name and address of Court or Obligor

The children of this marriage for whom support is ordered are:

Name	Sex	Date of Birth	Name	Sex	Date of Birth
<u>Crystal L. Wells</u>	<u>F</u>	<u>9/28/79</u>			
<u>Tadd A. Wells</u>	<u>M</u>	<u>3/4/81</u>			

- ☐ The parties have agreed to the immediate activation of a wage assignment.
☐ The Obligor has requested the activation of a wage assignment.
☐ The Obligor has received notice of a pending wage assignment and a wage assignment may be activated.
☐ Notice of a pending wage assignment is not possible because _____
☒ The Court orders the immediate activation of a wage assignment against the Obligor.
☒ This Order is not subject to the immediate activation of a wage assignment because:
☐ both parties have agreed in writing to an alternative arrangement.
or ☐ the Court finds there is good cause not to require immediate deductions because _____

The name and address of the Obligor's employer is Rocky Mountain Greyhound Park -or- AT&T TECH.

- ☒ The Court further orders the Obligor to provide health insurance for the children through the Obligor's employer.
Policy No. [REDACTED] Insurer HMO Colorado, Equitable, Travelers
☐ The Court finds health insurance is not currently available to the Obligor at a reasonable cost and does not order coverage for the children at this time, but does order the Obligor to provide it when it becomes available.
☐ The Court does not order the Obligor to provide health insurance coverage for the children.

Note: If this Support Order is not filed with the Decree, the Referee and Judge must sign this Order.

Date: _____

District Court Judge

Date: 8/10/93

Recommended by: [Signature]

District Court Magistrate

*Used only when support enforcement services are being provided by a delegate child support enforcement unit (§14-14-111, C.R.S.).

DISTRICT COURT, COUNTY OF EL PASO, STATE OF COLORADO

Civil Action Number 91 DR 3003, Division X/6

FILED IN DISTRICT COURT
EL PASO COUNTY, COLORADO
AUG 10 1993
MARCY A. McNEILL
(Clerk)

SEPARATION AGREEMENT

In re the marriage of:

BARBARA A. WELLS

Petitioner,

and

DONALD F. WELLS

Respondent.

THIS AGREEMENT made on the 9th day of June, 1993, between Barbara A. Wells, residing in the City of Colorado Springs, County of El Paso, State of Colorado, hereinafter referred to as "Wife"; and, Donald F. Wells, residing in the City of Colorado Springs, County of El Paso, State of Colorado, hereinafter referred to as "Husband"; and

WHEREAS, the parties hereto were married on July 23, 1979, in Riverton, Wyoming; and

WHEREAS, the following children have been born to the parties of this marriage and are now living:

NAME

DATE OF BIRTH

Crystal L. Wells
Tadd A. Wells

September 28, 1979
March 4, 1981

WHEREAS, it is the desire of the parties hereto to amicably settle, adjust and compromise all matters relating to maintenance, property settlement, child custody and support, and other rights, privileges, and duties and obligations of the parties; and

WHEREAS, each of the parties is familiar with the needs, assets, property, earnings and reasonable prospects of the other, and

NOW, THEREFORE, in consideration of the premises, mutual promises, benefits and detriments of and to the parties hereto and for and in consideration of the covenants and agreements hereinafter contained, it is hereby agreed, understood and stipulated between the parties as follows:

CONSIDERATION

The consideration of this Agreement is the mutual promises and agreements herein contained.

PURPOSE OF AGREEMENT

This Agreement has been entered into between the Husband and Wife for the purpose of defining their respective rights and obligations in order that they may live separate and apart.

MUTUAL RELEASE

Subject to the provisions of this Agreement, each party has released and discharged, and by this Agreement does for himself and herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any and all cause or causes of action for enforcement of the terms and conditions of this Agreement and for the dissolution of their marriage.

PROPERTY

The marital residence at 266 Skyline Drive, Woodland Park, Colorado was totally destroyed by fire on May 12, 1991, including vehicles and essentially all of the marital personalty. Accordingly, each party shall keep their personal clothing, effects, and personal property now in each of his or her possession.

CHILD CUSTODY AND VISITATION

The parties have carefully weighed the question of the custody of the minor children. In doing so, they have been guided solely by considerations touching upon the best interest and welfare of the children. They are convinced that the following disposition will be for their best interest.

The Wife shall have the sole care, custody and control of the minor children with reasonable rights of visitation to the Husband.

Notwithstanding their general custody of the children, each shall confer with the other from time to time with respect to the welfare of the children, and particularly as to education, health and disciplinary matters of a substantial nature, such as, by way of example, during the serious illness or prior to a scheduled operation of a child, or in connection with the selection of special education programs or in a college for the higher education of any of the children.

The rights of visitation expressed herein shall not be exercised by either party at any time or in such a manner as to interfere with the education and normal social and school activities of the children, which activities shall be planned so as to permit visitation by either party.

The parties may freely agree to any different arrangements for exercise of the visitation rights of either party from time to time, as future exigencies and the welfare of the children may require, but no such substitute or additional privilege shall be deemed to amend this Agreement unless so expressed in writing, duly signed by the parties. Each of the parties shall at all times in good faith endeavor to maintain in the children respect and affection for the other party.

CHILD SUPPORT

The Husband agrees to pay the Wife the sum of \$200.00 per month per child or a total of \$400.00 per month as child support.

Said payments will begin on the 1st day of July, 1993, and continue monthly thereafter until cessation of dependency or as otherwise herein provided.

EMANCIPATION EVENT

Unless the Court finds that a child is otherwise emancipated, emancipation occurs and child support terminates upon the evidence of the first happening of the following as to each child:

- (a) When the child becomes self-supporting;
- (b) Marriage;
- (c) Entering the armed forces on full time active duty during the period of such service;

(d) Death;

(e) When the child attains nineteen years of age, unless one or more of the following conditions exist:

(I) The parties have otherwise agreed in the within document or a subsequent written stipulation signed by both parties;

(II) The child is mentally or physically disabled;

(III) If the child is still in high school or an equivalent program, support continues until the end of the month following graduation, unless there is an Order for post-secondary education, in which case support continues through post-secondary education. A child who ceases to attend high school prior to graduation and later re-enrolls is entitled to support upon re-enrollment, but not beyond age twenty-one.

Post-secondary education includes college and vocational education programs. Except by agreement of the parties, support may not extend beyond the twenty-first birthday of the child, and may not be ordered for higher education beyond an undergraduate degree. The parties shall pay for education expenses after age 18 in proportion to their respective incomes.

Payments for child support shall cease as of the first day of the month next following the occurrence of the event terminating child support.

MEDICAL COVERAGE

The Husband will maintain health insurance and dental insurance for the children through his pension plan with AT&T.

Additional costs beyond those which are provided above will be split with each party assuming one-half (1/2) of the cost of such care.

LIFE INSURANCE

The Husband shall keep any existing life insurance policies in full force and effect through his pension until the emancipation of all of the children.

MAINTENANCE OF SPOUSE

The parties each hereby waive any right to claim Spousal Maintenance from the other, each having been fully advised by this document, and having had further opportunity to discuss the matter with an attorney of their choosing, that said Waiver will forever operate to bar further claim for Spousal Maintenance against the other

TAX MATTERS

Each party will file separate returns. The Wife shall be entitled to claim the children as dependents for income tax purposes.

WAIVER OF PENSION

Wife shall give up all claim to Husband's retirement benefits with AT&T, except as for payment of Husband's child support obligations as herein provided.

DEBTS AND OBLIGATIONS

The Wife shall assume and pay the following marital debt:

1. Citibank USA - VISA

The Husband shall assume and pay the following marital debt:

1. Maryland Bank - VISA;
2. JCPenney;
3. Mountain Bell Federal Credit Union; and
4. Any and all contingent liability arising from the fire and destruction of the marital residence to include any and all claims or causes of action brought by AllState Insurance Company pertaining to the payoff of the first and second mortgages or in any other matter whatsoever.

Each of the parties shall indemnify and hold the other harmless from any claim or cause of action arising as a result of the above debts.

REAL PROPERTY

In consideration of all of the circumstances resulting from the total destruction of the marital residence, the Husband and Wife shall retain equal and joint ownership to include any and all right, title and interest to the marital real property at 266 Skyline Drive, Woodland Park, Colorado. It is agreed that no changes in ownership, construction, tenancy, use, or improvements shall take place without the express written consent of both parties. This shall be understood to include the barn, corral, and any and all out buildings and natural landscaping.

ATTORNEY FEES AND COSTS

The Husband and Wife agree to be responsible for their own attorney's fees and Court costs.

WAIVER OF CLAIMS TO ESTATES

Except as herein otherwise provided, each party may dispose of his or her property in any way, and each party hereby waives and relinquishes any and all rights he or she may now have or hereafter acquire, under the present or future laws of any jurisdiction, to share in the property or estate of the other as a result of the marital relationship, including without limitation, dower, thirds, courtesy, statutory widow's allowance, homestead rights, right to take in intestacy, right to take against the will of the other, and right to act as administrator or executor of the other's estate, and each party will, at the request of the other, execute, acknowledge and deliver any and all instruments which may be necessary or advisable to carry into effect this mutual waiver and relinquishment of all such interests, rights, and claims.

NO INTERFERENCE

Each party shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Neither shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her.

EXECUTION OF INSTRUMENTS

Each party, upon tender thereof by the other party, shall promptly execute and deliver to the other party or to any nominee or nominees of the other party, all instruments that may be necessary, convenient, or appropriate to fully and fairly effectuate all provisions of this Agreement including mutual releases. If either party shall fail to execute and deliver any such instruments to the other party, then this stipulation and agreement shall constitute an actual grant, assignment and conveyance of such property and rights, in such manner and with such force and effect as shall be necessary to effectuate the terms hereof.

VOLUNTARY EXECUTION

The provisions of this Agreement and their legal effect have been fully explained to the parties by their counsel, or if the party is not represented by counsel, they have been advised to seek counsel before signing. Each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily, and that it is not the result of any duress or undue influence.

INDEMNIFICATION

In the event that either party hereto is compelled to defend any claim brought by a third party and such claim is based upon an omission to do that which is required by the terms of this Agreement or the commission of an act which is prohibiting by the terms of this Agreement, then the party hereto committing the prohibited act or omitting the required act agrees to indemnify the other party for all costs including the amount of judgement interests and penalties assessed against the other party and agrees to pay for all attorney's fees required not only for the defense of such an action but also for the collection of the moneys due under this provision of indemnification and each party waives any and all rights they may have to protest, deny or avoid the indemnification or any defense or counterclaim they may have alleged against the third party or parties bringing the action against the other party hereto.

DISSOLUTION OF MARRIAGE

Subject to the approval of the Court, the parties request provisions of this Agreement be included in the Decree of Dissolution.

Subject to the approval of the Court, the parties request the provisions of this Agreement be entered as Temporary Orders in this matter and that the provisions of this Agreement be included in the Decree of Dissolution when entered in this matter.

This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

SITUS

This Agreement shall be construed and governed in accordance with the laws of the State of Colorado.

BINDING EFFECT

Except as otherwise stated herein, all of the provisions of this Agreement shall be binding upon the respective parties, their heirs, next of kin, executors, and their administrators.

ACKNOWLEDGEMENT OF FULL DISCLOSURE

Each party represents and warrants that he or she has received a full and adequate disclosure of all property of the other and that neither has withheld any requested disclosures of any other property of any kind in which the party so requesting has any beneficial interest.

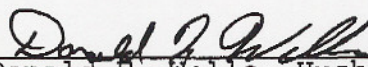
MODIFICATION

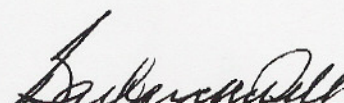
A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver to any subsequent defaults as to the same or other provisions.

RECONCILIATION

In the event the parties attempt to reconcile their marriage after the execution of this agreement, such attempted reconciliation shall in no way operate as a waiver or relinquishment of any rights, duties, or obligations contained herein. Such reconciliation shall only affect the provisions of this agreement provided a subsequent writing is entered into and is produced as evidence. Without such subsequent writing, it shall be presumed that this agreement remains in full force and effect and binding between the parties.

IN WITNESS WHEREOF, the parties have signed, sealed and acknowledged this Agreement this 11th day of June, 1993.


Donald F. Wells, Husband


Barbara A. Wells, Wife

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

Subscribed and sworn to before me this 11 day of June, 1993, by Donald F. Wells, Husband.

WITNESS my hand and official seal
My commission expires 10/06/

SEAL)

NOTARY PUBLIC

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

Subscribed and sworn to before me this 22 day of June, 1993,
by Barbara A. Wells, Wife.

WITNESS my hand and official seal.
My commission expires 10/06

(SEAL)

NOTARY PUBLIC