

5. The parties' child has reached the age of majority and will not be affected by this matter.

6. The parties have made various concerted attempts to live together as husband and wife to no avail.

7. Further attempts at reconciliation would be futile and court-ordered conciliation would be of no further benefit under the circumstances.

8. The material allegations of Petitioner's petition for dissolution of marriage are supported by competent evidence which is uncontroverted, and the marriage of these parties should be dissolved.

9. Each party represents and warrants to the other there has been such full disclosure of all assets, incomes, and liabilities owned in full or in part by either party, separately or by the parties jointly. The property and debt referred to in this Stipulation and Agreement represents all of the property and debt in which either of the parties has any interest. The parties have considered the factors in Iowa Code § 598.21 regarding division of property and debt, and hereby stipulate that the division of property and debt as set forth in this Stipulation and Agreement is fair and equitable.

10. The parties acknowledge that they understand there may be certain tax consequences pertaining to the implementation of this Stipulation and Agreement. They further acknowledge that the undersigned attorneys have not furnished tax advice regarding this Stipulation and Agreement, that both parties have been directed to obtain independent tax advice from a qualified tax accountant or tax counsel prior to executing this Stipulation and Agreement and that he/she has had ample opportunity to do so.

11. Each party states he/she has carefully considered this Stipulation and Agreement and is fully satisfied with the terms set forth herein. In addition, both parties have retained counsel and are fully satisfied with the representation of such counsel. Further, both parties represent to the Court that they are fully cognizant of their rights and responsibilities under this Stipulation and Agreement and intend to be fully bound by all the provisions set forth herein. Each party states he/she has executed this Stipulation and Agreement freely and voluntarily.

12. The petition for dissolution of marriage has been filed in good faith and for the purposes set forth in the petition.

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

14. A Decree of Dissolution adopting this Stipulation and Agreement should be entered as hereinafter set forth.

THE PARTIES AGREE AS FOLLOWS:

1. Dissolution of Marriage. The marriages should be dissolved, and the parties should be restored to the status of single persons.
2. Conciliation. Conciliation should be waived for good cause shown.
3. Alimony. Neither party shall be awarded alimony.
4. Life Insurance. Each party will receive all life insurance policies owned in their individual names, respectively, together with any cash value, and the other party relinquishes any claim, demand, or right thereto, including designation as beneficiary.

5. Real Property.

- a. Gail shall be awarded the parties' primary residence (the "Red Oak residence") locally known as 2040 170th Street, Red Oak, Iowa 51566 and legally described as:

Parcel A of the Northeast Quarter of the Northwest Quarter of Section 11-72-38 and Parcel A of the Southeast Quarter of the Northwest Quarter of Section 11-72-38, Montgomery County, Iowa

Joni shall provide the keys and garage opener to the Red Oak residence upon entry of the Decree. Joni shall make, execute and deliver a Quit Claim Deed to Gail conveying to him all of her right, title and interest in and to the described property, within fourteen (14) days of the entry of the Decree. Gail shall be solely responsible for the payment of any and all expenses associated with the Red Oak residence, including taxes, insurance, utilities and any other costs of any kind or nature related to the described property and shall hold Joni harmless therefrom. Gail shall refinance the Red Oak residence and any other encumbered assets at the Red Oak residence (e.g. the Generac whole-house generator and John Deere tractor) or otherwise remove Joni's name from the debt within ninety (90) days of the entry of the Decree. If Gail fails to refinance the Red Oak residence and other encumbered assets at the Red Oak residence within ninety (90) days of the entry of the Decree, he shall place the Red Oak residence and the other encumbered assets on the market for sale and accept the first reasonable offer for the home and assets.

- b. Gail shall be awarded the three lots in Red Oak (the "Red Oak lots"), locally known as 111 W. Grimes Street, Red Oak, Iowa, 51566 and legally known as:

Lots 7, 8, and 9 in Block 56, City of Red Oak, Montgomery County, Iowa

Joni shall make, execute and deliver a Quit Claim Deed to Gail conveying to him all of her right, title and interest in and to the described property, within fourteen (14) days of the entry of the Decree, except Joni may continue to store her possessions, including, but not limited to campaign material, at the property for three (3) months and Joni's mother may continue to store her vehicle in the garage on the property. Gail shall be solely responsible for the payment of any and all expenses associated with the Red Oak lots, including taxes and insurance, utilities and any other costs of any kind or nature related to the described property and shall hold Joni harmless therefrom.

- c. Joni shall be awarded the parties' condo in Washington, D.C. (the "DC condo") locally known as 401 13th Street NE, Unit 206, Washington, DC 20002 and legally described as:

All the following described land and premises, with the improvements, easements, and appurtenances thereunto belonging, situate, lying and being in the District of Columbia, described as follows, to wit:

Lot 2020 (being part of Lot Numbered Eighty-Five (85) in Square Numbered Ten Hundred Thirty (1030), per Plat of Subdivision recorded September 13, 2005 in Book 199 at Page 164 among the Records of the Office of the Surveyor for the District of Columbia.

The part of land being more particularly designated as Unit No. 206 in the condominium project known as "Lincoln Park Terrace, a Condominium," according to the (i) Condominium Declaration recorded June 11, 2007 as Instrument No. 2007078004 (ii) By-Laws relating thereto recorded June 11, 2007 as Instrument No. 2007078005, both among the Land Records of the District of Columbia, and (iii) Corrective Amendment to the Declaration of Lincoln Park Terrace, a Condominium, dated June 5, 2007 and recorded July 20, 2007 as Instrument No. 2007095906 among the Land Records of the District of Columbia (iv) Plats and Plans of Condominium Subdivision recorded in Condominium Book No. 63 at Page 47 of the Office of the Surveyor for the District of Columbia.

TOGETHER WITH all of the appurtenances incident to said Unit, as contained in said Condominium Declaration, including an undivided percentage interest in the general common elements as set forth in said Condominium Declaration.

TOGETHER WITH any and all interest in the limited common elements appertaining to said Unit as described in said Declaration of Condominium, including without limitation Limited Common Element Parking Space No. 3, as identified on the Plats and Plans and described in the Declaration.

SUBJECT, HOWEVER, to all the provisions, restrictions, easements and conditions as contained in said Declaration of Condominium and the Bylaws relating thereto (as amended) and to other matters of record.

NOTE: At the date hereof the above described land is designated on the Records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 2020 in Square 1030.

Gail shall make, execute and deliver a Quit Claim Deed to Joni conveying to her all of his right, title and interest in and to the described property, within fourteen (14) days of the entry of the Decree. Joni shall be solely responsible for the payment of any and all expenses associated with the DC condo, including taxes and insurance, utilities and any other costs of any kind or nature related to the described property and shall hold Gail harmless therefrom. Joni shall refinance the DC condo or otherwise remove Gail's

name from the debt within ninety (90) days of the entry of the Decree. If Joni fails to refinance the DC condo within ninety (90) days of the entry of the Decree, she shall place the DC condo on the market for sale and accept the first reasonable offer for the home.

6. Vehicles. Joni shall be awarded the 2013 Hyundai Elantra, the 2017 Ford Explorer, and the 2009 Harley-Davidson Soft Tail Deluxe. Gail shall be awarded the 1998 Chevy Corvette, 2008 Dodge Ram, and the 2006 Harley-Davidson Heritage Soft Tail Classic. Each party shall be solely responsible for all expenses associated with the vehicles awarded to him/her and hold the other party harmless therefrom. Gail and Joni will switch license plates so that Gail has the "Legion of Merit" license plate. The parties shall execute all documents necessary to accomplish the foregoing within fourteen days of the entry of the Decree. The Treasurer of Montgomery County, Iowa, shall transfer the title of the vehicles, if necessary, without payment of sales tax.

7. Personal Property. Gail shall receive the following items of personal property:
- a. Tempur-Pedic bed
 - b. His family heirlooms
 - c. His firearms
 - d. "Rangers Lead the Way" print currently in Washington, D.C. and other Ranger print artwork
 - e. All other property not delineated herein located in the Red Oak residence, garage, sheds, and any other location on the Red Oak lots

Joni shall receive the following items of personal party:

- a. Upstairs formal living room furniture (including sofa, love seat, chair, end tables, coffee table, and entertainment center)
- b. Libby's bedroom furniture (all inclusive)
- c. Spare bedroom set (including headboard, footboard, mattress and box spring)
- d. Dining room table and chairs

- e. Breezeway furniture
- f. Library table
- g. All potted plants
- h. Upright piano
- i. Her family heirlooms
- j. Her firearms
- k. Her personal property and clothing, including her camera, phonograph, books, and her challenge coins
- l. All artwork other than Ranger prints and "Rangers Lead the Way" print
- m. All other property not delineated herein located in the DC condo

In the event the parties are unable to agree to the division of any additional personal property, the Court will retain jurisdiction to order the division of personal property.

8. Financial Accounts. The parties agree that Gail is awarded his bank accounts and his retirement accounts free and clear of any claim of Joni. Joni is awarded her bank accounts and retirement accounts free and clear of any claim of Gail. Any joint accounts will be equally divided between the parties and closed.

9. Gifts, Inheritances and Trusts. Gail is awarded all gifts, inheritances, and interests in trusts to which he is currently entitled, already owns, may receive by virtue of being a beneficiary under some existing trust, or may become entitled in the future, free and clear of any claim by Joni. Joni is awarded all gifts, inheritances and interests in trusts, to which she is currently entitled, already owns, may receive by virtue of being a beneficiary under some existing trust, or may become entitled in the future, free and clear of any claim by Gail.

10. Property Settlement. Joni shall pay a property settlement to Gail in the amount of \$4,550 within fourteen days of the entry of the Decree. Judgment is hereby rendered against Joni and in favor of Gail for said sum as it becomes due and remains unpaid.


11. Debts. All debts of the parties not herein before provided for or allocated to the contrary shall be assumed and paid by the individual party contracting for or incurring such indebtedness, who shall hold the other party harmless therefrom.

12. Indemnification. Each party shall indemnify and hold the other harmless from each and every debt, obligation, or liability assumed under any provision of this Stipulation and Agreement, including attorney fees and court costs which the non-assuming party may incur in defense of any claim, demand, or legal proceeding incident to any debt, liability, or obligation assumed by the other party.


13. Miscellaneous. Each party shall execute all documents and take all steps reasonably necessary to effectuate the terms of this Stipulation and Agreement.

14. Attorney Fees and Costs. Each party shall be responsible for his or her own attorney fees. The costs of this action shall be paid by Gail.

AGREED AS TO FORM AND CONTENT:

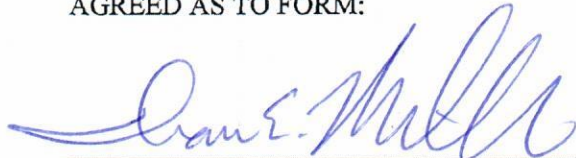


Gail R. Ernst, Petitioner




Joni K. Ernst, Respondent

AGREED AS TO FORM:



Ivan E. Miller
Attorney for Petitioner



Matthew C. McDermott
Attorney for Respondent

STATE OF Iowa :
: ss
COUNTY OF Montgomery :

On this 28th day of December, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gail R. Ernst, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Teresal R. Olney
Notary Public – State of Iowa

STATE OF Iowa :
: ss
COUNTY OF Montgomery:

On this 28th day of December, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joni K. Ernst, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



Teresa L. Olney
Notary Public – State of Iowa