

DISTRICT COURT, EL PASO COUNTY,
STATE OF COLORADO
270 S Tejon Street,
Colorado Springs CO 80903

In re the Marriage of:

Petitioner: Tammy Spellman

and

Respondent: Justin Derek Spellman

▲ COURT USE ONLY ▲

Attorneys for Petitioner:
ROBINSON & HENRY, P.C.
Marlana A. Caruso | #41175
Mark C. Smith #24794
1975 Research Pkwy #100,
Colorado Springs, CO 80920
Phone: (303) 688-0944
Email: marlana@robinsonandhenry.com
Mark.Smith@robinsonandhenry.com

Case Number: 2020 DR 32226

Division : R/17 Courtroom

AFFIDAVIT FOR DECREE WITHOUT APPEARANCE OF PARTIES (MARRIAGE)

The Petitioner and Respondent file this Affidavit in support of a request for issuance of a Decree Dissolution of Marriage without appearance of the parties.

1. The Petition for Dissolution of Marriage was filed on October 29, 2020. On that date, Petitioner and Respondent had been domiciled in Colorado for more than 91 days immediately before the Petition for Dissolution of Marriage/Petition for Legal Separation was filed.
2. The Petition and Summons were a joint filing by the parties on October 6, 2020.
3. There are no minor children of this marriage under eighteen (18) years of age.
4. The parties have signed a written Separation Agreement. The parties have completed a Separation Agreement that provides for the division of all marital property and marital debts and addresses spousal support/maintenance. The parties agree that the Separation Agreement is fair and not unconscionable.
5. Petitioner and Co-Petitioner/Respondent acknowledge(s) that they have reviewed the maintenance guidelines contained in §14-10-114, C.R.S.
6. The parties agree that there are no genuine issues of material fact and the marriage is irretrievably broken.

The Petitioner and Co-Petitioner request that the attached Decree of Dissolution of Marriage be entered after the statutory waiting period has elapsed.

VERIFICATION

I declare under penalty of perjury under the law of Colorado that the foregoing is true and correct.

Executed on the 7th day of January, 2021, at Colorado Springs, CO
(date) (month) (year) (city or other location, and state OR country)

Tammy Marie Spellman
(printed name of Petitioner)

[Signature]
Signature

2350 S. Franceville Coal Mine Rd Colorado Springs, CO 80929
Address City State Zip Code
940-782-8282 940-782-8282
Home Phone # Cell

VERIFICATION

I declare under penalty of perjury under the law of Colorado that the foregoing is true and correct.

Executed on the 7th day of Jan., 2021, at Colorado Springs, CO
(date) (month) (year) (city or other location, and state OR country)

Justin Derck Spellman
(printed name of Co-Petitioner/Respondent)

[Signature]
Signature of Co-Petitioner/Respondent

2350 S. Franceville Coal Mine Rd Colorado Springs, CO 80929
Address City State Zip Code
719 229 7077 719 229 7077
Home Phone # Cell

Approved:

ROBINSON AND HENRY, P.C.
/s/ Mark C. Smith
Mark C. Smith #24794
Attorney for Petitioner

District Court, El Paso County, Colorado
Court Address: 270 S. Tejon Street
Colorado Springs, CO 80903

FILED-DISTRICT & COUNTY
COURTS, EL PASO CO., CO
DATE FILED: January 8, 2021 10:27 AM
CASE NUMBER: 2020DR32226

JAN - 8 2021

In re the Marriage of:

Petitioner: Tammy Spellman

and

Respondent: Justin Derek Spellman

DIVISION R

COURT USE ONLY

Case Number: 2020 DR 32226

Division : R/17

Courtroom

DECREE OF DISSOLUTION OF MARRIAGE

This matter was reviewed by the Court on January 8, 2021 (date).

Petitioner signed a Non-Appearance Affidavit. Petitioner is represented by Attorneys Marlana Caruso, and Mark C. Smith, and Robinson and Henry, P.C.

Respondent signed a Non-Appearance Affidavit. Respondent is not represented by Counsel in this matter.

The Court has read the Non-Appearance Affidavit. The Court has considered any Financial Statements filed and makes the following findings and orders:

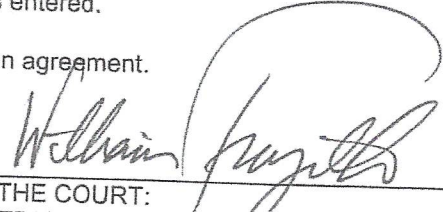
1. The Court has jurisdiction over the parties because of the joint Petition for Dissolution of Marriage, signed by the parties on September 13, 2020, and filed with the Court on October 6, 2020.
2. At least one party was domiciled in Colorado for more than 91 days before the Petition was filed.
3. At least 91 days have passed since the Court acquired jurisdiction over the Co-Petitioner or Respondent or since the Court acquired jurisdiction over the subject matter based on publication.
4. The marriage between the parties is irretrievably broken.
5. The Separation Agreement between the parties is found to be not unconscionable as to support, maintenance (spousal support), and division of property, and is incorporated herein.

The Court therefore orders:

The marriage is dissolved, and a Decree of Dissolution of Marriage is entered.

Each party shall perform all the applicable provisions of the separation agreement.

Date: January 8, 2021


BY THE COURT:
DISTRICT COURT JUDGE/MAGISTRATE



District Court, El Paso County, Colorado Court Address: 270 S. Tejon Street Colorado Springs, CO 80903	FILED-DISTRICT & COUNTY COURTS EL PASO CO, CO DATE FILED: January 8, 2021 10:27 AM CASE NUMBER: 2020DR32226
In re the Marriage of: Petitioner: Tammy Spellman and Respondent: Justin Derek Spellman	JAN - 8 2021 DIVISION R COURT USE ONLY Case Number: 2020 DR 32226 Division : R/17 Courtroom
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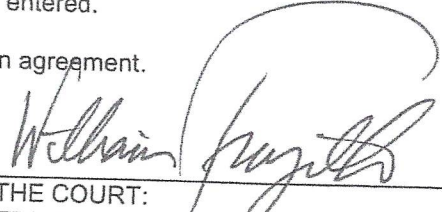
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Date: January 8, 2021


 BY THE COURT:
 DISTRICT COURT JUDGE/MAGISTRATE



DISTRICT COURT, EL PASO COUNTY, STATE OF COLORADO 270 S Tejon Street, Colorado Springs CO 80903	▲ COURT USE ONLY ▲
In re the Marriage of: Petitioner: Tammy Spellman and Respondent: Justin Derek Spellman	
Attorneys for Petitioner: ROBINSON & HENRY, P.C. Marlana A. Caruso #41175 Mark C. Smith #24794 1975 Research Pkwy #100, Colorado Springs, CO 80920 Phone: (303) 688-0944 Email: marlana@robinsonandhenry.com Mark.Smith@robinsonandhenry.com	Case Number: 2020 DR 32226 Division : R/17 Courtroom
SEPARATION AGREEMENT	

THIS SEPARATION AGREEMENT was entered into this ____ day of _____ 2020, between Tammy Spellman, Petitioner, and Justin Spellman, Respondent. Its purposes are those authorized by C.R.S. §14-10-101 *et seq.*

I. RECITALS

1.1 General Considerations:

1.1.1 The parties married on August 13, 2007, in Rapid City, Pennington County, South Dakota . The parties separated on July 11, 2020.

1.1.2. The parties have no minor children born as issue to the parties under eighteen (18) years of age.

1.1.3. Petitioner and Respondent recognize that the Court must find that their marriage is irretrievably broken. The parties have determined that it is in the best interest of each of them that a settlement and determination be reached regarding division of marital assets, payment of

marital debts, and all other rights, duties and obligations they have toward one another and their children arising out of their marriage to one another.

1.1.4. Both parties have been domiciled in the State of Colorado for ninety-one (91) days immediately preceding the filing of this matter and that the Court has jurisdiction over both parties.

1.2 Disclosure:

This Agreement and stipulation of the parties is made upon the assumption that each of the parties has made a full, complete, honest, accurate and total disclosure to the other of the nature and extent of all assets and obligations of the parties. Pursuant to the Colorado Rules of Civil Procedure, Rule 16.2(e)(10), the parties agree that the Court shall retain jurisdiction over any non-disclosed asset for a period of 5 years from the date of the entry of the Decree of Dissolution of Marriage. The parties further agree that the Court shall, upon such subsequent discovery of any non-disclosed or materially misrepresented asset of either party, retain full jurisdiction to divide such additional asset as the Court deems fair. Specifically, this Agreement shall have no binding effect whatsoever, upon any property not disclosed by either party hereto, one to the other, and which property is neither described herein nor set forth on the parties' Sworn Financial Statements filed in connection with this matter. The parties agree that the date of value for such later discovered assets shall be as of the date of the hearing for the division of such assets, and not as of the date of the Decree of Dissolution of Marriage.

1.3 Advice of Counsel:

1.3.1. Petitioner party has been represented in this matter. Petitioner is represented by Attorney Mark C. Smith.

1.3.2 Respondent has not been represented in this matter.

1.3.3. The parties state and agree that each of them has had the benefit of consultation or the opportunity to consult with his or her own certified public accountant or other financial/tax expert, in connection with this case, and each is satisfied that they understand their own situation with regard to taxes. The parties acknowledge that their attorneys have advised them that counsel are not tax experts and that they should consult with and rely only on the advice of their certified public accountant or other financial advisor with respect to the tax and financial planning/ analyses aspects of this case and that of the provisions of this Agreement.

1.4 Understanding and Certification:

1.4.1. The parties state and agree that the within Agreement is entered into freely, voluntarily and upon mature consideration and not based on any duress, pressure or undue influence from any person or circumstance. Petitioner and Respondent state that each has read and understands the within Agreement, that it represents the entire understanding of and agreement between the parties, that there are no representations, warranties, promises, covenants or understandings between them other than those expressly set forth herein, and that each party

has sufficient knowledge of the character and value of their marital property and any separate property owned by either party.

1.4.2. The parties agree that the within Agreement is fair and not unconscionable in all its terms. If any provision of this Separation Agreement is held to be invalid, unconscionable, or unenforceable, all the rest of the provisions of this Separation Agreement shall nevertheless continue in full force and effect once approved by the Court. The parties request that the Court approve this Agreement and make it an Order of the Court.

1.4.3. Petitioner and Respondent each acknowledge and certify that they each have ascertained and weighted to his or her satisfaction all the facts and circumstances likely to influence his or her judgment herein, having obtained such legal advice independent of each other as they may have desired or deemed necessary that all the provisions hereof, as well as all questions pertinent hereto, have been explained to them and are understood by them to their satisfaction; that they have given separate due consideration to all of the provisions hereof, including those for division of property; and that they clearly understand and expressly agree to all of the provisions of this Agreement.

1.4.4. In consideration of these recitals and the subsequent agreements expressed in this document, the parties mutually agree as follows:

II. MAINTENANCE

2.1 Waiver

2.1.1. Respondent waives any right he may have to receive maintenance from Petitioner now and in the future, knowing that he has the right to request the District Court having jurisdiction over this matter to award him maintenance and that a waiver by her of maintenance will forever extinguish any claims he may have to receive any other maintenance from Petitioner in this or any other Court. Respondent knows that and recognizes that this waiver is permanent and irrevocable and will forever relinquish any rights he may have thereto. In making this waiver, Respondent acknowledges that he may never return to this or any other court to seek maintenance no matter how his health or financial circumstances may have changed after the date of this Agreement and that the Court is divested of jurisdiction on this issue.

2.1.2 Petitioner waives any right she may have to receive any other or further maintenance from Respondent now and in the future, knowing that she has the right to request the District Court having jurisdiction over this matter to award her maintenance and that a waiver by her of maintenance will forever extinguish any claims he may have to receive any other maintenance from Petitioner in this or any other Court. Petitioner knows that and recognizes that this waiver is permanent and irrevocable and will forever relinquish any rights she may have thereto. In making this waiver, Petitioner acknowledges that she may never return to this or any other court to seek maintenance no matter how her health or financial circumstances may have changed after the date of this Agreement and that the Court is divested of jurisdiction on this issue.

III. PROPERTY DIVISION

3.1 General Provisions:

3.1.1. It is specifically understood and agreed between the Parties that all the property, both real and personal, herein distributed between the Parties is marital property unless specifically designated as separate property. The terms "marital property" and "separate property" as contained herein are defined by Colorado law. The distribution of property and debts herein is considered by the Parties to be an equitable and not unconscionable division of the marital property as defined by Colorado law, and no monies or property received by either party by virtue of the Agreement is considered by them to be spousal maintenance unless specifically designated herein as such.

3.1.2. The parties stipulate that it is their intention that all transfers of property by and between the parties in this Agreement, regardless of title to said property, are transfers of marital property and not transfers of separate property, and are in exchange for marital rights and considerations, and therefore, the transfers are not a taxable event and no capital gains have been declared or need be declared upon such transfer. Furthermore, each party covenants not to seek any increase or step-up in the basis of any property transferred hereunder as a result of said transfer.

3.1.3. All transfers of real and personal property between the parties are incident to this dissolution of marriage pursuant to Internal Revenue Code.

3.1.4 The parties agree to use the valuation of their assets as of December 1, 2020, for the purposes of division of marital assets.

3.1.5. The parties entered into a Postnuptial Property Agreement on January 31, 2020. The Postnuptial Property Agreement is attached hereto as Exhibit "1," and incorporated into and as part of this Separation Agreement as if fully set forth herein.

3.1.6. Petitioner Tammy Spellman shall retain as her sole and separate assets, the assets listed in Schedule A of the Postnuptial Property Agreement, including sole ownership of the Springs Armory. Respondent Justin Spellman shall retain as his sole and separate assets, the assets listed in Schedule B of the Postnuptial Property Agreement, including sole ownership of MOAB.

3.1.7. Attached hereto as Exhibit "2," is a list of the bank accounts allocated to the parties in Schedules A and B of the Postnuptial Property Agreement, listing the current values of the accounts.

3.2 Separate Property:

3.2.1. Each party shall be awarded as their sole any separate property all property they owned prior to the marriage as well as any gifts they may have received during the marriage.

3.2.2. The party in possession of such separate property shall be solely and separately responsible for, and hold the other party harmless from, all unpaid debts, liabilities, and costs related to these assets.

3.2.3. The Postnuptial Property Agreement is attached hereto as Exhibit 1, sets out certain separate property agreements to which the parties have previously agreed and are bound.

3.3 Real Property:

3.3.1. The parties own 63.59 acres of land, parcel #4400000444. The land contains a home located at 2350 Franceville Coal Mine Road, Colorado Springs, CO 80929. The land also has a well.

3.3.2. The parties agree that the acreage will be divided between the parties. Petitioner Tammy Spellman will retain as her sole and separate property the fifteen (15) northern most acres of the land, exclusive of the portion on which the home and well are located. Respondent Justin Spellman will retain as his sole and separate property, the remaining portion of the land, in the amount of forty-eight and .59 (48.59) acres, including the portion of the land containing the home and the well.

3.3.3. The parties agree: if Petitioner Tammy Spellman elects to sell the property noted in paragraph 3.3.2, above, Petitioner shall offer and provide to Respondent the first right of refusal to purchase the property from her. The sales price at that time would be based on a current appraisal of the property. The cost of the appraisal shall be shared by the parties equally. Respondent would have the right to purchase the property from Petitioner at the sales price of half (50%) of the appraised value.

3.3.4. If Petitioner Tammy Spellman still owns the property at the time of her death, Petitioner shall pass the property to her heirs and beneficiaries without reservation. However, the parties agree to a restriction on the property: any heir of Petitioner whom inherits the property shall be bound by the same restriction on selling the property of the first right of refusal provided in paragraph 3.3.3, above.

3.4 Motor Vehicles:

3.4.1. The vehicles of the parties are allocated in Schedules A and B of the attached Postnuptial Property Agreement. Each party shall be responsible for any encumbrance associated with the vehicles allocated to the party in the Postnuptial Property Agreement and shall indemnify and hold the other party harmless thereon.

3.4.2. The parties agree to execute any necessary transfers of title to said vehicles within 30 days of the date of the entry of the decree of dissolution of marriage.

3.5 Bank Accounts:

3.5.1. The parties shall equally divide the balance of the Navy Federal Credit Union Account, account no. 7010667518; and the balance of Vectra Bank Account, account no. 4503004991.

3.5.2. All other bank accounts of the parties other than the two noted in paragraph 3.5.1, are allocated in Schedules A and B of the Postnuptial Property Agreement.

3.6 Brokerage Accounts, Pension, profit sharing or retirement accounts:

3.6.1 All brokerage accounts, pension accounts, profit sharing or retirement accounts of the parties are allocated in Schedules A and B of the Postnuptial Property Agreement.

3.7 Personal Property:

3.7.1. The parties have or will divide their personal property, furniture, artwork and furnishings without the need for court assistance. Each party will retain as their sole and separate property any wedding or engagement rings from this marriage.

IV. DISPOSITION OF DEBTS AND LIABILITIES

4.1 Debts:

4.1.1. Except as provided below, each party will retain as the party's sole and separate property, the debts listed on the party's financial affidavit filed with the Court in this matter, and any and all other debts incurred in the party's sole name. Except as otherwise specifically provided by this Separation Agreement, each party shall be solely responsible for and hold the other party harmless from, any and all unpaid debts and liabilities incurred by him or her since the parties' separation, the debts listed on his financial affidavit, any debt attached to an asset allocated to the party herein, and any debt incurred in his or her sole name.

4.2 Future debts:

Neither party shall create or attempt to create any indebtedness in the name of or against the other, or to utilize, or attempt to utilize the credit or financial circumstances of the other of the purposes of creating any indebtedness.

4.3 Indemnification:

With respect to the financial obligations which each party has agreed to assume or to be responsible for by this agreement, Respondent and Petitioner shall indemnify and hold the other harmless against any and all liability, including all court costs and reasonable attorney's fees, by reason of any default in performance or by reason of any claim resulting from the failure to perform their respective obligations.

V. TAXES

5.1 2020 Income Tax Issues:

5.1.1 The parties will file separate income taxes for 2020. Any tax liability for 2020 shall be paid by the party whose income or action created the tax liability.

5.2 Prior Income Taxes:

The parties have jointly filed income tax returns during their marriage. To the best of their knowledge, all taxes have been filed properly. If a prior tax return is audited and if a liability or refund is owed, the parties shall equally divide such liability or refund.

5.3 Compliance:

From this time forward, neither party shall assert a position in the preparation or filing of tax returns, singly or jointly with another person, inconsistent with the terms and conditions of this Separation Agreement.

VI. ATTORNEY FEES AND COSTS

Any attorney fees in this matter shall be addressed by the Court at the Permanent Orders hearing and are not addressed in this document.

VII. MISCELLANEOUS

7.1 Probate Matter(s): Petitioner waives all rights as an interested party or otherwise in any probate matter related to the Respondent, including but not limited to 2020PR30319. Petitioner waives any right to (1) object to the appointment of a guardian or conservator for the Respondent and, (2) to object to or nominate a guardian or conservator. To the extent any probate matters related to Petitioner are filed, Respondent waives all rights as an interested party or otherwise to any such matter.

7.2 Satisfaction and Waiver:

Each party, for themselves and for their personal representatives and other successors, by signing this Agreement, agrees that this Agreement constitutes full and complete satisfaction of any and all claims and demands which each party now has against the other and is in full settlement of all of their respective marital rights and obligations, including property and maintenance rights. Except as otherwise specifically provided in this Agreement, each party waives all rights against the other and each releases and discharges the other from any and all claims, demands and interests known or unknown which either of them now has or might have, as of the date of the approval of this Agreement, against the other or the property and estate of the other, including, but not limited to, waiver of the right to a surviving spouse's election share, and the parties hereby waive their right to inherit from the other pursuant to the laws of the State of Colorado or any other state or nation, and waive the right to serve as personal representative

of the estate of the other. This paragraph shall not affect or control the right of either party to provide for the other by will or to accept benefits so provided.

7.3 Incorporation into Decree:

This Agreement shall, if approved by the District Court, be incorporated into and made part of the Decree of Dissolution of Marriage and shall there by become an Order of the Court.

7.4 Binding Effect:

The terms of this Agreement shall be binding upon the parties' heirs, executors, administrators, representatives, legatees, devisees, assigns and agents to the extent and in the manner in which it is binding upon the parties.

7.5 Governing Law:

This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of Colorado, and the District Court of El Paso County shall have exclusive and continuing jurisdiction over matters relating to the interpretation and enforcement of this agreement.

7.6 Entire Agreement:

This Agreement sets forth the parties' entire agreement and understanding with respect to the transactions contemplated in it and supersedes all prior agreements, arrangements and understandings relating to the subject matter in it.

7.7 No Waiver:

No waiver of any breach or default under this Agreement shall be considered valid unless in writing which is signed and dated by both parties, and no such waiver shall be deemed a waiver of any subsequent breach of default of the same or similar nature. No breach of this Agreement shall be claimed by either party in a court proceeding unless the party intending to make such a claim has given notice to the other party of such breach and given a reasonable time for cure.

7.8 Modification:

Except as where provided herein or by operation of law, the parties hereby agree that this Agreement shall not be modifiable by the Court, but shall be modified only by the parties, upon mutual written consent.

7.9 Indemnity for Failure to Perform:

The parties have in this Agreement made certain commitments to one another in the form of mutual promises to perform. In the event one party should fail to perform the provision to

which they have agreed in this Agreement, he or she hereby agrees to fully indemnify and save and hold the other harmless from any expenses which he or she incurs due to the other's failure to perform a provision of this Agreement. Furthermore, in the event either party should invoke this clause, he or she shall be entitled to reasonable attorney's fees and costs from the other if he or she is successful in seeking a claim for indemnification against the other who has failed to perform a provision under this Agreement.

7.10 Interpretation:

The section and subsection headings contained in this Agreement are for reference purposes only and shall not define, limit or prescribe the meaning or interpretation of the text of this Agreement. No provision of this Agreement shall be interpreted for or against either party because counsel for one party drafted the provision.

7.11 When Agreement Takes Effect:

The parties agree that this Agreement shall become effective the date the parties sign below.

7.12 Independent Contract:

This Separation Agreement shall not be extinguished by merger as a result of incorporation into any decree or otherwise, but shall in all events survive such decree and be binding upon the parties.

7.13 Right to Trial:

By signing below, each party expressly certifies that they have the right to proceed with a trial of this entire matter, but have determined that it is in each party's best interests to settle all aspects of the matter without trial as provided by the terms of this Agreement.

7.14 Access:

Except as provided elsewhere in this agreement or in the attached Parenting Plan, the parties hereafter shall live separate and apart from one another, and shall not harass, annoy, molest, or bother each other and each shall be free from the marital control and authority of the other. Neither party shall have access to the person or residence or property of the other in excess of that of a stranger, and the parties shall henceforth be strangers at law to one another. Neither shall have the authority to, nor shall either contract any debts, charges or other liabilities, either personal or financial, whatsoever, in the name of the other party or for which the other party may be presumed to be liable. The parties henceforth shall not be responsible for the action or debts of one another.

7.15 Execution of Documents, Titles, Deeds:

Respondent and Petitioner each agree that they will execute any and all documents, certificates of title, deeds, or other instruments and conveyances necessary to effectuate and carry out the terms and intent of this Agreement whenever called upon to do so by the other party, and within ten (10) days of being requested to do so by the other party. If either party shall fail to execute and deliver any such instruments to the other party, then this 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, including the execution of all necessary documents by the Clerk of the Court pursuant to Rule 70 C.R.C.P. Furthermore, in the event either party should invoke this clause, he or she shall be entitled to reasonable attorney's fees and costs from the other if he or she is successful in seeking a claim for indemnification against the other who has failed to perform a provision under this Agreement.

7.16. Incorporation of Exhibits:

Any exhibits attached hereto or tendered by the Parties at the time of this Agreement, shall be considered a part of this Agreement and made a part hereof.

The parties by signing below, hereby verify their agreement and acceptance of the terms of this Separation Agreement, and verify under penalty of perjury that the forgoing Agreement is true, correct, fair and not unconscionable.

Date: 1/7/2021


Respondent Justin Spellman

Date: 1/7/2021


Petitioner Tammy Spellman

Approved:

Robinson and Henry, P.C.

/s/ Mark C. Smith

Mark C. Smith #24794

Attorney for Petitioner