



NO. 2012-CI-10726

IN THE MATTER OF  
THE MARRIAGE OF

CHRISTOPHER ALAN STEELE  
AND  
IVELISSE V. STEELE

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§

IN THE DISTRICT COURT

150<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**AGREED FINAL DECREE OF DIVORCE**

On September 4, 2012 the Court heard this case.

**Appearances**

Petitioner, CHRISTOPHER ALAN STEELE, appeared in person and through attorney of record, JEFFREY S. BERNSTEIN, and announced ready for trial.

Respondent, IVELISSE V. STEELE, has made a general appearance and has agreed to the terms of this judgment to the extent permitted by law, as evidenced by Respondent's signature below.

**Record**

The making of a record of testimony was waived by the parties with the consent of the Court.

**Jurisdiction and Domicile**

The Court finds that the pleadings of CHRISTOPHER ALAN STEELE are in due form and contain all the allegations, information, and prerequisites required by law. The Court, after receiving evidence, finds that it has jurisdiction of this case and of all the parties and that at least sixty days have elapsed since the date the suit was filed. The Court finds that, at the time this suit was filed, CHRISTOPHER ALAN STEELE had been a domiciliary of Texas for the preceding six-month period and a resident of the county in which this suit was filed for the preceding ninety-day period. All persons entitled to citation were properly cited.

**Jury**

A jury was waived, and questions of fact and of law were submitted to the Court.

**Children of the Marriage**

The Court finds that there are no children under the age of 18 the subject of this suit, no children born or adopted of said marriage, and that none are expected.

**Agreement of Parties**

The Court finds that the parties have entered into a written agreement as contained in this Decree by virtue of having approved this Decree as to both form and substance. To the extent permitted by law, the parties stipulate the agreement is enforceable as a contract. The Court approves the agreement of the parties as contained in this *Agreed Final Decree of Divorce*.

**Divorce**

IT IS ORDERED AND DECREED that CHRISTOPHER ALAN STEELE, and IVELISSE V. STEELE, are divorced and that the marriage between them is dissolved on the ground of insupportability.

2012 SEP 10 10:00 AM

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**Division of Marital Estate**

IT IS ORDERED AND DECREED that the husband, CHRISTOPHER ALAN STEELE, is awarded the following as his sole and separate property, and the wife is divested of all right, title, interest, and claim in and to that property:

H-1. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

a. PHYSICAL ADDRESS: [REDACTED]

b. LEGAL DESCRIPTION: [REDACTED]

H-2. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of the husband or subject to his sole control.

H-3. All clothing, jewelry, and other personal effects in the possession of the husband or subject to his sole control.

H-4. All sums of cash in the possession of the husband or subject to his sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in the husband's sole name or from which the husband has the sole right to withdraw funds or which are subject to the husband's sole control.

H-5. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid leave bank, disability plan, or other benefits existing by reason of the husband's past, present, or future employment with the City of San Antonio and the City of San Antonio Fire and Police Pension.

H-6. All individual retirement accounts, simplified employee pensions, annuities, and variable annuity life insurance benefits in the husband's name.

H-7. All insurance, pensions, retirement benefits, and other benefits arising out of the husband's membership.

H-8. All policies of life insurance (including cash values) insuring the husband's life.

H-9. All brokerage accounts, stocks, bonds, mutual funds, and securities registered in the husband's name, together with all dividends, splits, and other rights and privileges in connection with them.

H-10. The stocks, bonds, and securities, together with all dividends, splits, and other rights and privileges in connection with them.

H-11. The Vizio 50-inch Plasma Television.

H-12. The Samsung 50-inch Plasma Television.

H-13. The 2007 Nissan Altima motor vehicle, vehicle identification number [REDACTED], together with all prepaid insurance, keys, and title documents.

H-14. The 2001 Toyota PreRunner motor vehicle, vehicle identification number [REDACTED], together with all prepaid insurance, keys, and title documents.

  
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H-15. The 1996 Nissan Maxima motor vehicle, vehicle identification number [REDACTED], together with all prepaid insurance, keys, and title documents.

IT IS ORDERED AND DECREED that the wife, IVELISSE V. STEELE, is awarded the following as her sole and separate property, and the husband is divested of all right, title, interest, and claim in and to that property:

W-1. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of the wife or subject to her sole control.

W-2. All clothing, jewelry, and other personal effects in the possession of the wife or subject to her sole control.

W-3. All sums of cash in the possession of the wife or subject to her sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in the wife's sole name or from which the wife has the sole right to withdraw funds or which are subject to the wife's sole control.

W-4. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of the wife's past, present, or future employment.

W-5. All individual retirement accounts, simplified employee pensions, annuities, and variable annuity life insurance benefits in the wife's name.

W-6. All insurance, pensions, retirement benefits, and other benefits arising out of the wife's membership.

W-7. All policies of life insurance (including cash values) insuring the wife's life.

W-8. All brokerage accounts, stocks, bonds, mutual funds, and securities registered in the wife's name, together with all dividends, splits, and other rights and privileges in connection with them.

W-9. The stocks, bonds, and securities, together with all dividends, splits, and other rights and privileges in connection with them.

W-10. The 2008 Toyota Avalon motor vehicle, vehicle identification number [REDACTED], together with all prepaid insurance, keys, and title documents.

#### **Debts**

IT IS ORDERED AND DECREED that each party shall send to the other party, within three days of its receipt, a copy of any correspondence from a creditor or taxing authority concerning any potential liability of the other party.

IT IS ORDERED AND DECREED that CHRISTOPHER ALAN STEELE shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold the wife and her property harmless from any failure to so discharge, these items:

1. Any and all debt incurred solely by CHRISTOPHER ALAN STEELE as of JUNE 17, 2012, and any and all debt regarding property awarded to CHRISTOPHER ALAN STEELE in this *Agreed Final Decree of Divorce*.
2. The \$92,649.00 balance due, including principal, interest, tax, and insurance escrow, on the promissory note executed and secured by deed of trust on the real property awarded in this decree to CHRISTOPHER ALAN STEELE.
3. The \$2,409.00 balance due on the American Express credit card.
4. The \$2,000.00 balance due on the Chase Visa credit card.

  
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IT IS ORDERED AND DECREED that IVELISSE V. STEELE shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold the husband and his property harmless from any failure to so discharge, these items:

1. Any and all debt incurred solely by IVELISSE V. STEELE as of JUNE 17, 2012, and any and all debt regarding property awarded to IVELISSE V. STEELE in this *Agreed Final Decree of Divorce*;
2. The note on the 2008 Toyota Avalon motor vehicle.

**Federal Income Taxes**

IT IS ORDERED AND DECREED that CHRISTOPHER ALAN STEELE and IVELISSE V. STEELE shall be equally responsible for all federal income tax liabilities of the parties from the date of marriage through DECEMBER 31, 2011, and each party shall timely pay 50 percent of any deficiencies, assessments, penalties, or interest due thereon and shall indemnify and hold the other party and his or her property harmless from 50 percent of such liabilities unless such additional tax, penalty, and/or interest resulted from a party's omission of taxable income or claim of erroneous deductions. In such case, the portion of the tax, penalty, and/or interest relating to the omitted income or claims of erroneous deductions shall be paid by the party who earned the omitted income or proffered the claim for an erroneous deduction. The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "Innocent Spouse" provisions of the Internal Revenue Code.

IT IS ORDERED AND DECREED that if a refund is made for overpayment of taxes for any year during the parties' marriage through December 31, 2011, each party shall be entitled to one-half of the refund, and the party receiving the refund check is designated a constructive trustee for the benefit of the other party, to the extent of one-half of the total amount of the refund, and shall pay to the other party one-half of the total amount of the refund check within five days of receipt of the refund check. Either party is ORDERED to endorse a refund check on presentation by the other party.

IT IS ORDERED AND DECREED that each party shall be entitled to use as a credit against his or her tax liability all estimated tax payments, credit for tax payments made in prior years, and withholdings made solely in the name of the reporting party and 50 percent of such estimated tax payments, credit for tax payments, and withholdings made in the names of both parties before the date of divorce together with any net loss resulting from property subject to the sole management and control of the reporting party and 50 percent of any net loss attributable to property subject to the joint management of the parties.

IT IS ORDERED AND DECREED that the parties' income shall be reported and allocated in accordance with the Internal Revenue Code. IT IS ORDERED AND DECREED that each party shall be solely liable for the tax liability shown on his or her return and shall timely pay and hold the other party and his or her property harmless from any liability of the reporting party for federal income taxes for calendar year 2011.

IT IS ORDERED AND DECREED that each party shall furnish such information to the other party as is requested to prepare federal income tax returns for 2011 within thirty days of receipt of a written request for the information, and in no event shall the available information be exchanged later than March 1, 2012. As requested information becomes available after that date, it shall be provided within ten days of receipt.

IT IS ORDERED AND DECREED that, for the calendar year 2012, each party shall file an individual income tax return in accordance with the Internal Revenue Code.

IT IS ORDERED AND DECREED that, for calendar year 2012, each party shall timely pay and indemnify and hold the other party and his or her property harmless from any federal income tax liability attributable to the personal earnings of the reporting party and any net income resulting from property subject to the sole management and control of the reporting party from January 1 of that year through the date of divorce and for all such post divorce earnings and income.

  
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IT IS ORDERED AND DECREED that each party shall pay for the preparation of his or her return for 2012.

IT IS ORDERED AND DECREED that each party shall preserve for a period of seven years from the date of divorce all financial records relating to the community estate. Each party is ORDERED to allow the other party access to these records to determine acquisition dates or tax basis or to respond to an IRS examination within five days of receipt of written notice from the other party. Access shall include the right to copy the records.

IT IS ORDERED AND DECREED that all payments made to the other party in accordance with the allocation provisions for payment of federal income taxes contained in this *Agreed Final Decree of Divorce* are not deemed income to the party receiving those payments but are part of the property division and necessary for a just and right division of the parties' estate.

**Assets Not Awarded**

IT IS ORDERED AND DECREED that any assets of the parties not awarded or divided by this *Agreed Final Decree of Divorce* are awarded to the party that currently has possession of said item.

IT IS FURTHER ORDERED AND DECREED, as a part of the division of the estate of the parties, that any community liability not expressly assumed by a party under this Decree is to be paid by the party incurring the liability, and the party incurring the liability shall indemnify and hold the other party and his or her property harmless from any failure to so discharge the liability.

**Spousal Maintenance**

IT IS ORDERED AND DECREED that CHRISTOPHER ALAN STEELE shall pay to IVELISSE V. STEELE for spousal maintenance in the amount of \$1,250.00 per month with the first payment being due and payable on AUGUST 1, 2012 and a like payment being due and payable on the 1<sup>st</sup> day of each month thereafter until the first month following:

1. the death of either party;
2. remarriage of IVELISSE V. STEELE;
3. the cohabitation by IVELISSE V. STEELE with a person of the opposite sex in a relationship similar to a husband-wife relationship for ninety (90) continuous or noncontinuous days in a 12-month period; or
4. a duration of thirty (30) months having passed since the first payment made and to end on January 31, 2015.

IT IS FURTHER ORDERED AND DECREED that CHRISTOPHER ALAN STEELE shall maintain any health or medical insurance coverage for IVELISSE V. STEELE, beginning August 1, 2012, for a period of one-hundred and twenty (120) months.

**Court Costs**

IT IS ORDERED AND DECREED that costs of court are to be borne by the party who incurred them.

**Decree Acknowledgment**

CHRISTOPHER ALAN STEELE and IVELISSE V. STEELE, each acknowledge that before signing this *Agreed Final Decree of Divorce* they have read this *Agreed Final Decree of Divorce* fully and completely, have had the opportunity to ask any questions regarding the same, and fully understand that the contents of this *Agreed Final Decree of Divorce* constitute a full and complete resolution of this case. Petitioner and Respondent acknowledge that they have voluntarily affixed their signatures to

  
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this *Agreed Final Decree of Divorce*, believing this agreement to be a just and right division of the marital debt and assets, and state that they have not signed by virtue of any coercion, any duress, or any agreement other than those specifically set forth in this *Agreed Final Decree of Divorce*.

**Indemnification**

Each party represents and warrants that he or she has not incurred any outstanding debt, obligation, or other liability on which the other party is or may be liable, other than those described in this Decree. Each party agrees and IT IS ORDERED that if any claim, action, or proceeding is hereafter initiated seeking to hold the party not assuming a debt, an obligation, a liability, an act, or an omission of the other party liable for such debt, obligation, liability, act, or omission of the other party, that other party will, at his or her sole expense, defend the party not assuming the debt, obligation, liability, act, or omission of the other party against any such claim or demand, whether or not well founded, and will indemnify the party not assuming the debt, obligation, liability, act, or omission of the other party and hold him or her harmless from all damages resulting from the claim or demand.

Damages, as used in this provision, includes any reasonable loss, cost, expense, penalty, and other damage, including without limitation attorney's fees and other costs and expenses reasonably and necessarily incurred in enforcing this indemnity.

IT IS ORDERED that the indemnifying party will reimburse the indemnified party, on demand, for any payment made by the indemnified party at any time after the entry of the Decree to satisfy any judgment of any court of competent jurisdiction or in accordance with a bona fide compromise or settlement of claims, demands, or actions for any damages to which this indemnity relates.

The parties agree and IT IS ORDERED that each party will give the other party prompt written notice of any litigation threatened or instituted against either party that might constitute the basis of a claim for indemnity under this Decree.

**Clarifying Orders**

Without affecting the finality of this *Agreed Final Decree of Divorce*, this Court expressly reserves the right to make orders necessary to clarify and enforce this Decree.

**Relief Not Granted**

IT IS ORDERED AND DECREED that all relief requested in this case and not expressly granted is denied. This is a final judgment, for which let execution and all writs and processes necessary to enforce this judgment issue. This judgment finally disposes of all claims and all parties and is appealable.

**Date of Judgment**

SIGNED on September 4, 2012

[Signature]  
JUDGE PRESIDING

[Signature]  
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APPROVED AS TO FORM ONLY:

  
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 JEFFREY S. BERNSTEIN  
 Attorney for CHRISTOPHER ALAN STEELE  
 2511 North Saint Mary's Street  
 San Antonio, Texas 78212  
 SBN 02222250  
 (210) 737-3222 PHONE  
 (210) 737-3795 FAX

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

  
 \_\_\_\_\_  
 CHRISTOPHER ALAN STEELE / Petitioner

  
 \_\_\_\_\_  
 IVELISSE V. STEELE / Respondent

  
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