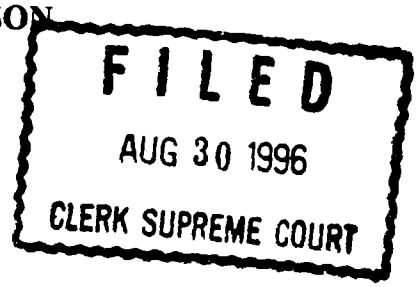
IN THE COURT OF APPEALS OF IOWA

No. 6-451 / 95-1119

IN RE THE MARRIAGE OF DOUGLAS D. CLEMENSON AND PUG A. BOWERS-CLEMENSON



Upon the Petition of
DOUGLAS D. CLEMENSON,
Appellee,

And Concerning
PUG A. BOWERS-CLEMENSON,
Appellant.

Appeal from the Iowa District Court for Story County, Ronald H. Schectman, Judge.

The wife appeals from a district court modification of the visitation provision of the parties' dissolution decree. **AFFIRMED.**

John M. Trewet of Kluever, Van Ginkel & Trewet, Atlantic, for appellant.

Dorothy L. Dakin of the Dakin Law Office, Boone, for appellee.

Considered by Sackett, C.J., and Cady and Streit, JJ.

PER CURIAM

This is an appeal by a wife claiming the district court should not have entered an order incorporating the parties' agreement to modify the visitation provision of their dissolution decree. We affirm on appeal by memorandum opinion pursuant to Iowa Supreme Court Rule 9.

Douglas Clemenson and Pug Bowers-Clemenson were divorced on April 6, 1994. The dissolution decree gave Pug primary physical care of the parties' child, Lindsey, who was born in 1990. Douglas was granted the following visitation: alternating weekends, one night on the other weeks, some holidays, and five weeks in the summer. Douglas was responsible for the costs of transportation.

At the time of the dissolution decree, both parties lived in Story County. Pug and Lindsey subsequently moved to Atlantic. In November 1994, Douglas filed an application for modification of the visitation provisions of the decree. Pug filed a counterclaim, seeking to decrease Douglas' visitation.

During a recess in the modification hearing on May 25, 1995, the parties entered into an agreement to modify visitation. The court accepted the agreement, which provided that Douglas would have reduced hours during weekend visitation, the mid-week visitation was eliminated, and he would receive visitation during spring break on alternating years. Pug was made responsible for the costs of transportation. She has appealed.

Pug claims the district court should not have approved the parties' stipulation without finding their consent was freely and voluntarily given. She asserts she felt coerced into entering into the stipulation because the district court had stated it felt some of the matters raised by the parties were not relevant to the issue of visitation. We note Pug did not raise this issue before the district court and has presented no evidence to show she was coerced into entering the stipulation. Both parties were represented by counsel. We conclude Pug has failed to show any reason to set aside the stipulation due to coercion. *See In re Marriage of Ask*, ____ N.W.2d ___ (Iowa 1996).

Pug also claims the court should not have approved the stipulation because it was inequitable. She states that because the parties now live further apart, and more transportation time is involved, Douglas' visitation should be reduced to every third weekend, some holidays, and two weeks in the summer. On our de novo review, we find the parties' visitation schedule, as modified by the district court, is equitable.

Pug seeks attorney fees for this appeal. We determine each party should pay his or her own appellate attorney fees.

We affirm the decision of the district court. Costs of this appeal are assessed to Pug.

AFFIRMED.