FILED
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CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF JOHN D. SOSKA AND DEE A. SOSKA

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Upon the Petition of	)	
JOHN D. SOSKA,	)	Filed April 23, 1986
Petitioner-Appellant,	)	
And Concerning	)	6-49 85-1265
DEE A. SOSKA,	)	
Respondent-Appellee.	)	

Appeal from the Iowa District Court for Black Hawk County (33420) - Dale S. Missildine, Judge.

Petitioner husband appeals the decree dissolving the parties' marriage. **AFFIRMED AS MODIFIED.**

Gary W. Kazragis of Rickert, Thompson & Kazragis, Reinbeck, Iowa, for petitioner-appellant.

An C. Bergstrom of McCrindle, Bergstrom & Sindlinger, Cedar Falls, Iowa, for respondent-appellee.

Considered by Oxberger, C.J., Schlegel, and Hayden, JJ.

HAYDEN, J.

Petitioner husband appeals the decree dissolving the parties' marriage. He asserts that the alimony and property provisions are inequitable. We affirm as modified.

Petitioner John D. Soska and respondent Dee A. Soska were married in 1976. They have one child, Ross, born in 1982. John farms and raises livestock; he also operates a seed sales business and a paint and sandblasting business. Dee has a degree in clothing textiles. She operated a dress shop from 1979 to 1984 when the shop failed. She has not worked outside the home since.

The trial court set up a joint custody arrangement with Dee to have physical care of the child. John was directed to pay $250 per month child support. John was also directed to pay $250 per month alimony, until Dee obtained full-time employment, remarried, or died.

With respect to the property division, Dee was awarded possession of the parties' residence until she remarried, cohabited with a member of the opposite sex or moved out. John was directed to pay the utility bills for the residence while Dee occupied it. When Dee moved out or lost her right to occupancy, the residence, together with the entire twenty-acre parcel, was to be sold and the net proceeds divided. Either party had the option of buying the other's half-interest at that time. John was directed to make contract payments on the house until it was sold.

The trial court awarded John some commercial real estate, his farm partnership, his other businesses, the tools and equipment for the partnership and the businesses, and a truck, all subject to any debts. Dee was awarded a car, and John was directed to pay the debt on the car. The parties' joint bank account was to be equally divided. The parties' household goods were to remain in the marital residence until Dee moved out or lost her right to occupy the

residence; the parties were then to agree on an equitable division of them. John has appealed.

Our review of this equitable action is de novo. Iowa R. App. P. 4. While we give deference to the findings of the trial court, we are not bound by them. Iowa R. App. P. 14(f)(7).

John claims that the award of alimony is excessive in duration. We agree.

The criteria to be considered in awarding alimony have been codified in Iowa Code section 598.21(3) (1985). While payment of alimony is not an absolute right, it is awarded out of fairness, according to the peculiar circumstances of each case. In re Marriage of Fleener, 247 N.W.2d 219, 220 (Iowa 1967). The spouse with the lesser earning capacity is entitled to be supported, for a reasonable time, in a manner as closely resembling the standards existing during the marriage as possible. In re Marriage of Hayne, 334 N.W.2d 347, 351 (Iowa Ct. App. 1983). Two of the factors to be given great weight in such a determination are the duration of the marriage and the ability of the supported spouse to engage in gainful employment. In re Marriage of Williams, 199 N.W.2d 339, 345 (Iowa 1972).

The parties to this action were married for approximately eight years. Dee has a college degree and has had experience in operating a business. Given time, she should be able to support herself and maintain a comfortable life-style. While some support payments are justified, under these circumstances an award of alimony for an indefinite duration would be inequitable. We therefore modify the decree as follows: Dee shall receive $250 per month alimony for three years from the date of the decree. The alimony payments shall terminate sooner upon the death of either party.

II.

John also claims the property division is inequitable. Viewing the facts of this case in light of section 598.21(1) of the Iowa Code, we make the following modifications. Dee is entitled to possession of the house under the conditions set forth in the original decree. However, her right to possession will also cease when the parties' child attains majority or is emancipated. The decree shall further provide that when Dee moves out she is entitled to half of the net proceeds from the sale of the house and the seven-acre homestead. Her share in the remaining thirteen tillable acres will be limited to half of the value at the time the original decree was entered. John's testimony indicates that the land is presently worth $1,000 to $1,200 per acre. We determine Dee's equitable share to be $7,000, payable at the time she moves out or loses her right to possession of the home.

AFFIRMED AS MODIFIED.