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Attorney for Petitioner

**IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR DAVIS COUNTY, STATE OF UTAH**

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:
DANA L. FIELD, : **DECREE OF DIVORCE**
:
Petitioner, :
v. :
ROBERT KENT FIELD, : Civil No. 104700286
:
Respondent. : Honorable Thomas L. Kay
: Comm. David S. Dillon
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This matter came on regularly before the court on the Petitioner Dana L. Field's motion for entry of the decree of divorce. The motion is supported by Petitioner's Affidavit of Jurisdiction and Grounds and the written Stipulation and Property Settlement Agreement (Settlement Agreement) of the parties, wherein the parties acknowledged receipt of a copy of the Summons and Petition for Decree of Divorce in this matter; the Respondent further acknowledged and accepted service of said documents and waived any claim regarding the sufficiency of the service herein; the Respondent entered his appearance in this matter, consented to jurisdiction and consented and agreed that the Decree of Divorce may be entered without further notice to him incorporating the terms of the

settlement agreement with said decree which should become final upon signing by the court and entry into the registry of actions. The court reviewed the settlement agreement which was approved by the court and the Respondent's default duly entered. The court then reviewed the records and files of the case and having made and entered its Findings of fact and Conclusions of law and good cause appearing:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The Petitioner Dana L. Field be and she is hereby awarded a Decree of Divorce from the Respondent on the grounds of irreconcilable differences and the marriage between the Petitioner and the Respondent is hereby dissolved and the parties are hereby free and absolutely released from the bonds of matrimony and all of the obligations thereof and this Decree to become final upon signing and entry.

2. The Petitioner is hereby awarded the real property located at 1059 Oakridge Layton, Utah 84040, and more particularly described as:

Parcel No. 10-108-003

All of lot 3, Village Green Subdivision Unit 1.

This award shall be made free and clear of any claim of the Respondent but subject however to the payment by the Petitioner of the underlying first mortgage owed to Chase. The second mortgage or credit line against the subject property in the approximate sum of \$48,000.00 also owed to Chase shall be assumed and paid by the Respondent.

3. Petitioner is hereby shall be awarded the 2008 Ford Edge subject to the underlying indebtedness thereon.

The Respondent is hereby awarded the 2009 Ford Focus subject to the underlying indebtedness thereon and should hold the Petitioner harmless any liability thereunder.

4. Any marital debt known or unknown shall be assumed and paid by the Respondent together with any debts he incurred solely in his own name.

5. Each of the parties shall be awarded his or her own clothing and personal effects. The remaining personal property shall be divided between the parties as they shall agree either prior to or after entry of the Decree of Divorce herein.

6. The Petitioner is hereby awarded her inheritance presently being held in a money market account at Zions First National Bank free and clear of any claim of the Respondent.

7. Neither party is awarded any alimony from the other.

8. The Respondent is hereby awarded his Social Security benefits, his Veterans Disability and his Vanguard IRA. The Petitioner is hereby awarded her Social Security benefits, her IRA with America First and her Bancor IRA.

Each of the parties are hereby awarded 50% of the Respondent's annuity he receives through the United States Office of Personal Management Retirement Operations Center as claim number CSA 3 454281 0. Said division shall be administered pursuant to a Qualified Domestic Relations Order.

Respondent shall maintain the survivor annuity which Petitioner is entitled to in full force and affect.

9. The Petitioner is hereby awarded and the Respondent shall cooperate to secure TCC (Temporary Continuation Coverage) of the Respondent's medical insurance that he presently receives through his civilian employment for and on behalf of the Petitioner while she is applying for spousal equity.

10. The Petitioner shall be entitled to and Respondent shall maintain Petitioner as his beneficiary on Respondent's Federal Employee Group Life Insurance policy and shall be entitled to all benefits therein.

12. Each of the parties is hereby ordered to pay their respective attorney fees and costs incurred herein.

13. Petitioner is hereby awarded the right to be restored to her former name of Dana Waddingham Field if she so desires.

14. Each of the parties shall inform their creditors of the allocation of the debts between the parties as authorized by Utah Code Ann. §15-4-6.5(3)(b).

15. Each of the parties is hereby ordered to cooperate with the other through counsel or otherwise to effect changes in title to property agreed to be divided hereunder and to cooperate in each and every way necessary and proper to effectuate the settlement agreement.

15. In the even that either party to the Stipulation or this Decree of Divorce defaults in his or her obligations hereunder, the party in default shall be liable to the other for all reasonable expenses, including attorney fees and costs incurred.

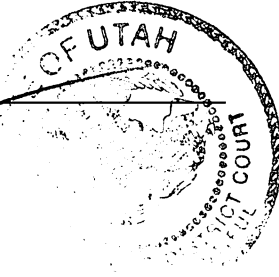
17. This Decree of Divorce shall become final upon signing and entry.

DATED this 15th day of October 2010.

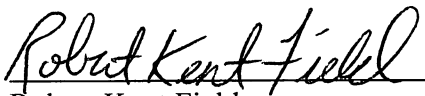
BY THE COURT:



JUDGE THOMAS L. KAY



Approved as to form:



Robert Kent Field
Respondent