

The Order of the Court is stated below:

Dated: May 06, 2019
04:56:17 PM

/s/ KRAIG POWELL
District Court Judge



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IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
STATE OF UTAH
137 North Freedom Blvd, Provo, UT 84601

<p>SUZANNE MICHELLE WYATT, Petitioner, v. DONALD WAYNE WYATT, Respondent.</p>	<p>DECREE OF DIVORCE Civil No. 194400145 Judge Powell Commissioner Patton</p>
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This matter comes before the court for final entry of the Decree of Divorce. The Stipulation of the parties was previously filed. The Court having reviewed the Stipulation and having previously entered its Findings of Facts and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner and Respondent are hereby dissolved, and the Petitioner is hereby awarded a Decree of Divorce from Respondent on the grounds of irreconcilable differences, said Decree to become absolute and final upon entry by the Court in the Register of Actions.

2. Residency. Petitioner (“Michelle”) has been a resident of Utah County for at least three months prior to the filing of this action.

3. Marriage Statistics. Respondent (“Donald”) and Michelle were married on January 29, 2005, in Spanish Fork, Utah, and are presently married.

4. No Children. No children have been born as issue of this marriage, and no children are expected.

5. Alimony. Michelle will receive alimony from Donald as follows:

a. Donald will be bound by the Order of Temporary Matters through April 30, 2019.

b. Commencing May 1, 2019 and continuing for 36 months, Donald will pay on Michelle’s behalf the following amounts: 1st mortgage, 2nd mortgage, HOA, and \$800 per month. Donald will also pay Michelle’s health insurance until the Decree of Divorce is entered. Said support of \$800 per month is payable one-half on the 5th and one-half on the 20th day of each month by automatic bank transfer from Donald to Michelle’s bank account.

c. Alimony will automatically terminate upon the death of either party, Michelle's remarriage, or cohabitation with another person, whichever occurs first.

d. Michelle will not receive any portion of Donald’s future bonuses, commencing May 1, 2019.

e. Alimony is non modifiable.

6. Personal Property. During the course of the marriage relationship, the parties have acquired certain personal property. The parties are each awarded the personal property *that*

is in his or her respective possession on the date of the Stipulation, or except where further specified as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2013 VW Convertible Beetle	Michelle
2018 Buick Encore	Donald
2006 Harley Davidson	Donald
2009 JonWay 150 Scooter	Donald
Mountain Bike (his)	Donald
Tools in the garage	Donald
Gun safe in garage and contents	Donald

a. Donald will pick up his Harley Davidson and the above-listed items from the home on April 27, 2019 between the hours of 10:00 am and 2:00 p.m. (as long as the protective order has been dismissed by that date).

7. Real Property. During the course of the marriage, the parties acquired real property located at 1153 South 2910 East, Spanish Fork, Utah. Michelle is awarded the home as her sole and exclusive property; provided, however, that she must refinance and remove Donald from liability by November 1, 2021. If she fails so to do, the home will be immediately listed for sale, and Michelle will be awarded all proceeds from sale. Donald will sign a Quit Claim Deed conveying said property to Michelle as part of the refinance or sale of the home.

a. Donald will not come to the home for any reason except to obtain the Harley Davidson motorcycle and other items he is awarded as indicated herein.

b. Michelle will list the home for sale 30 months after the Decree of Divorce is entered if she has not been able to refinance the home for sale. The home will be listed for sale at the fair market value recommended by Michelle's realtor. Michelle will follow

her realtor's recommendations regarding the sale of the home.

c. If the home hasn't been sold or refinanced by April 30, 2022, Michelle will be responsible for timely paying the 1st mortgage, 2nd mortgage, and HOA. If Michelle is over 21 days delinquent, Donald may pay the 1st mortgage, 2nd mortgage and HOA and be reimbursed by Michelle from the proceeds of sale or refinance, or out of Michelle's pocket, if necessary.

d. If the home has been sold or refinanced prior to April 30, 2022, Donald will pay the amount of the 1st mortgage, 2nd mortgage, and HOA directly to Michelle through April 30, 2022 or until alimony automatically terminates, whichever occurs first.

8. Debts. Donald and Michelle acquired debts during the marriage. Each will assume, and hold the other harmless from liability on, the following debts:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
BB & T 1 st mortgage	\$197,469	Donald for term of alimony herein
UCCU 2 nd Mortgage line of credit	\$11,134	Donald for term of alimony herein
HOA on home	Monthly payment	Donald for term of alimony herein
UCCU Loan on VW Beetle	\$13,256	Donald until vehicle is paid in full.
UCCU Loan on HD XL 1200	\$1,300	Donald
Wells Fargo credit card	\$1,000	Donald
Citibank credit card	\$8,000	Donald
US Bank credit card	\$4,479	Michelle
AFCU credit card	\$5,700	Michelle
Barclay AA Advantage credit card	\$1,700	Michelle
FAFSA (school loan)	\$23,000	Michelle
GM Financial (2015 Buick)	\$3707	Donald

a. Neither party will incur any additional liability on joint credit cards or

any joint accounts.

b. Donald will pay the total amount owing on the VW Beetle until the vehicle is paid in full by him. Donald will also pay the car insurance on Michelle's VW Beetle until the underlying obligation has been paid in full by Donald. Donald will immediately transfer the VW Beetle into Michelle's name so that she can register the vehicle when the time comes to do so.

9. Retirement. Donald has a 401k with Wing Enterprises with value of approximately \$12,890. Michelle will receive one-half of all benefits and accounts accrued pursuant to such plans during the marriage until the Decree of Divorce is entered. A Qualified Domestic Relations Order will be prepared by Dan McKay within 30 days of the date the Decree of Divorce is entered. Donald is enjoined from withdrawing, transferring, pledging, or borrowing such benefits until an entry and acceptance of the appropriate QDRO by the Plan Administrators.

10. Attorney Fees and Litigation Costs. Donald and Michelle are ordered to assume his or her own respective attorney fees and litigation costs incurred in this action.

11. Former Name. Michelle is restored to her former surname and will bear the name of Michelle Rawson hereafter. The Court will enter an Order of Name Change, if necessary.

12. Neither party will use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service, or for any other purpose. Neither party will make future posts on social media about the other party. Neither party will distribute information they have, whether they deem it true or not,

to third parties about the other party.

13. Both parties will sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

14. Resolution. Except for exigent circumstances or enforcement, the parties will participate in mediation prior to initiating litigation in the court regarding this matter.

15. Full Disclosure. Each party warrants to the other that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Any deliberate failure to provide complete disclosure may constitute perjury. The property referred to herein represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

16. The parties will file joint tax returns for 2018. If there is a refund, it will be awarded to Michelle and mailed directly to her from the IRS. If there is a liability, Donald will pay the liability. On or before April 12, 2019, Michelle will sign with H & R Block on joint return.

17. A protective order has been entered in CV#194400019. The protective Order will be dismissed, without prejudice. Respondent's attorney will complete the paperwork for dismissal. Once the dismissal is signed by the court, the parties will cancel the hearing scheduled for May 1, 2019. A mutual restraining order is issued against either party coming to the home, vehicle, place of work, or from contacting the other party except as herein indicated. If Michelle violates the mutual restraining order, she will be subject to sanctions for contempt. If

Donald violates the mutual restraining order, he will be subject to sanctions for contempt and a prima facie case for the entry of a protective order.

Order is signed when electronically stamped by the Court on the first page

APPROVED AS TO FORM:

With the permission of:

/s/ Daniel McKay

Email authorization received 4/17/19

DANIEL MCKAY

Attorney for Respondent