

The Order of the Court is stated below:

Dated: November 14, 2019
09:48:22 AM

/s/ LYNN W DAVIS
District Court Judge



DALE E. ELLSWORTH, JR. (USB #15130)
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**IN THE FOURTH DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH**

<p>GINA E. JOHNSON, Petitioner, vs. MARK D. JOHNSON, Respondent.</p>	<p>DECREE OF DIVORCE</p> <p>Case No.: 194402532 Judge: Lynn Davis Commissioner: Sean Petersen</p>
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This matter comes before the above-referenced court by way of Petitioner Gina E. Johnson’s Verified Petition for Decree of Divorce (“Verified Petition”). This Court having reviewed the parties’ Stipulation, which is on file herein; does hereby find good cause to make and enter this Decree of Divorce, as follows:

JURISDICTION, VENUE AND GROUNDS

1. Petitioner is a resident of Utah County, State of Utah, and has been a resident of said county for the three (3) months immediately prior to the filing of this Verified Petition for Decree of Divorce.
2. Petitioner and Respondent Mark D. Johnson (“Respondent”) were married on August 27, 1983 in Pocatello, Bannock County, State of Idaho, and are now, and

have been since that time, husband and wife.

3. The parties hereto are granted a decree of divorce pursuant to Utah Code Ann. § 30-3-1(3)(h) as irreconcilable differences have arisen between them, making the marriage irretrievably broken and impossible to continue.

CHILDREN

4. There are no minor children, nor are there any additional issue expected of this marriage.

REAL PROPERTY

5. The parties acquired an interest in a real property located at 1266 E. 600 N. Circle, American Fork, Utah 84003 (“Real Property”). The parties will take title to the Real Property as tenants in common with each party entitled to 50% of ownership in the Real Property.

PERSONAL PROPERTY

6. Vehicles. The parties vehicles are awarded as follows:

<u>Description</u>	<u>Awarded To:</u>
2017 Hyundai Tucson	Petitioner
2017 GMC Pick Up	Respondent
2018 Jayco Travel Trailer	Respondent

7. Personal Property. The parties hereto acquired an interest in certain personal property during the course of their marriage; the parties hereto have separated said property to their satisfaction, and the parties are each awarded the personal property within their possession as of the entry of this Decree of Divorce with exception to the following property:

<u>Description</u>	<u>Awarded To:</u>
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2017Tempur-Pedic Queen Size Bed	Petitioner
The Bedroom Set in the Master Bedroom	Petitioner
The Three (3) Dogs	Petitioner
2010 Tempur-Pedic	Respondent

8. Separate Property. All separate property and assets acquired by either party hereto either before, during or after the date of separation will remain that party's separate personal property.
9. Encumbered Personal Property. If any personal property is encumbered by debt, then said debt will be assigned to or assumed by the party awarded the personal property; and that party is further ordered to indemnify and hold the other party harmless from all debt(s) assigned to them within the Decree of Divorce.

FINANCIAL ACCOUNTS

10. Joint Bank Accounts. The parties hereto are each awarded ½ of the balance of the joint bank account as of close of business on September 10, 2019. The parties will work together to remove Petitioner from said account within ninety (90) days of entry of the Decree of Divorce.
11. Separate Bank Accounts. The parties hereto are each awarded the monies within their own bank accounts. All liabilities associated with said accounts, if any, will be borne by the party to whom the account is awarded. Furthermore, the parties hereto are each ordered to indemnify and hold the other party completely harmless from the liabilities assigned to them herein.
12. Life Insurance. The parties hereto are each awarded, if any, all life insurance policies in their name. If Respondent continues to pay the life insurance premiums for Petitioner, then she will keep him as the beneficiary on her life

insurance policy.

13. Retirement Accounts. Respondent obtained an interest in a pension and/or retirement account during the parties' marriage. The parties hereto are each entitled to ½ of Respondent's pension/retirement account that was accrued during the parties' marriage. If a Qualified Domestic Relations Order is necessary to split the parties' interest in Respondent's pension and/or retirement account, then the parties will each be ordered to equally split said costs.

ALIMONY

14. Petitioner is awarded alimony in the amount of \$600.00/month for a period of twelve (12) years. Respondent's alimony obligation will commence September 1, 2019 and will be payable ½ on the 5th day of each month and ½ on the 20th day of each month thereafter. Respondent's alimony obligation will automatically terminate on August 31, 2031, the death of either party, Petitioner's remarriage or Petitioner's cohabitation, whichever occurs first.

DEBTS

15. The parties' joint debts are separated as follows:

<u>Description</u>	<u>Amount</u>	<u>Assigned To:</u>
USAA Credit Card	~\$22.5k	Petitioner
Chase Credit Card	~\$22.5k	Respondent
2017 & 2018 Taxes	~\$12k	Respondent

16. Unless assigned otherwise herein, Petitioner is assigned all debt(s) in her name.
17. Unless assigned otherwise herein, Respondent is assigned all debt(s) in his name.
18. The parties hereto are each ordered to indemnify and hold the other party harmless from any debt(s) and/or obligation(s) assigned to them herein.

MUTUAL RESTRAINTS

- 19. The parties hereto are each mutually restrained from attempting, committing and/or threatening any abusive behavior and/or actions, including but not limited to physical threats of violence, directed toward either party or either party's respective families and/or friends.
- 20. The parties hereto are each mutually restrained from entering the home, workplace, vehicle(s), and/or premises of the other party without first obtaining the written consent of that party.
- 21. The parties hereto are each mutually restrained from allowing third parties to do what they themselves are prohibited from doing herein.

COST AND ATTORNEY'S FEES

- 22. The parties hereto are ordered to pay their own attorney's fees and costs incurred herein.

MISCELLANEOUS PROVISIONS

- 23. The parties hereto are each ordered to execute and deliver to the other party without cost, any and all documents necessary to implement the provisions of the Decree of Divorce.

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- 24. The parties hereto are each ordered to provide a certified copy of the final Decree of Divorce, and any modifications thereto, to all creditors as set forth in Utah

Code Ann. § 30-3-5(1)(c) and Utah Code Ann. § 15-4-6.5 and to effectuate compliance with these statutes.

****END OF ORDER****

****ENTERED BY THE COURT ON THE DATE AND AS INDICATED**

BY THE COURT'S SEAL AT THE TOP OF THE FIRST PAGE**

Approved as to form:

MARK D. JOHNSON
Respondent

Dated: _____

NOTICE TO PARTY

Notice is hereby provided that Petitioner Gina Johnson will submit this proposed **Decree of Divorce** to the Court for signature in seven (7) days pursuant to Rule 7 of the Utah Rules of Civil Procedure.

SIGNED AND DATED this 16th day of October, 2019.

ANDERSON & ROGERS

/s/ Dale Ellsworth, Jr. _____
DALE ELLSWORTH, JR.
Attorney for Petitioner