

The Order of the Court is stated below:

Dated: August 31, 2022
05:03:38 PM

/s/ MICHAEL S. EDWARDS
District Court Judge



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Attorney for Petitioner

**IN THE SECOND JUDICIAL DISTRICT COURT
COUNTY OF DAVIS, STATE OF UTAH, FARMINGTON DEPARTMENT**

**In the matter of the marriage of
VARICE M. PERCIELD,
Petitioner,
vs.
JOSHUA A. PERCIFIELD,
Respondent.**

**ORDER MODIFYING ORIGINAL
DECREE OF DIVORCE**

Case No.: 194700764 DA

Judge: Michael Edwards

Commissioner: Julie Winkler

The Petitioner having filed a Motion to Enforce Orders and for Sanctions against Respondent; the Respondent having been properly served. The Court has received and reviewed the Stipulation and Settlement Agreement signed by the Petitioner and Respondent on July 7, 2022 and the Court having previously entered its written Findings of Fact and Conclusions of Law;

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

1. **MODIFICATION**: That the parties are granted a modification of the original terms of their Decree on the grounds of:
 - a. A substantial, material and unanticipated set of circumstances sufficient to warrant a modification have occurred; and
 - b. The terms reached serve the best interests of the minor children of the parties.

2. Petitioner is awarded the marital home free and clear of any interest of the Respondent.

3. Respondent waives any and all claims for equity in the marital home, in exchange the Petitioner waives any claims for unpaid alimony or further alimony payments awarded under the Decree of Divorce. Respondent shall have no obligation to pay alimony to the Petitioner any further.

4. Petitioner has obtained various judgments for unpaid alimony, child support, unpaid medical expenses, etc. against the Respondent. In further consideration for the Respondent relinquishing his claim to equity in the marital home, the Petitioner waives and deems all outstanding judgments satisfied and current. Respondent's obligation to any outstanding judgment in favor of the Petitioner are deemed satisfied.

5. Pursuant to the Decree the Respondent had an obligation to pay for half of all the major repairs and upkeep of the marital home, any and all claims of the Petitioner for reimbursement of repairs and maintenance are waived and the Respondent shall have no obligation to pay for such expenses.

6. Pursuant to the Decree the Respondent was obligated to make the monthly payment on the Petitioner's Nissan Altima until the vehicle was paid in full. Petitioner shall immediately take over those payments and the Respondent shall have no obligation to make any further payments on the Nissan Altima. The Respondent waives any and all claims to the Nissan Altima.

7. Any arrears owing for child support are deemed current based on the Petitioner receiving all equity in the marital home.

8. Respondent is deemed current in all aspects and shall only have current monthly child support owing commencing August 1, 2022 moving forward.

9. Respondent shall tender to the Petitioner \$2,000 within 24 hours of signing this agreement.

10. Respondent shall cooperate with the Petitioner in refinancing the marital home. If Petitioner is unable to refinance the home within the time period granted under the parties Decree of Divorce, the home shall be sold in order to remove the Respondent from any liability on the loan.

11. The parties agree that the recalculation of child support may not be revisited for three (3) years from the date of this agreement.

***** The Court's electronic signature and seal will appear at the top of the first page upon signature and entry by the Court *****

Approved as to form and content:

By signing below, I also give approval and authorization for counsel to electronically sign this document on my behalf when it is e-filed with the Court.

/s/ Joshua A. Percifield
Joshua A. Percifield
Respondent

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7, the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

DATED August 11, 2022.

**RICHARDS & RICHARDS LAW
FIRM,**

/s/ Jaime G. Richards

Jaime G. Richards
Attorney for Petitioner

CERTIFICATE OF SERVICE

I do hereby certify that I delivered a true and correct copy of the foregoing to the following as outlined herein;

Joshua A. Percifield

- U.S. Mail
- E-Mail
- Hand delivery
- E-Filed

The foregoing was performed on August 26, 2022.

/s/ Melissa Richards
Paralegal