

The Order of the Court is stated below:

Dated: January 29, 2025
10:25:01 PM

/s/ JAMES GARDNER
District Court Judge



1David T. Holman (USB #13243)
HOLMAN LAW PLLC
9533 South 700 East, Suite 100
Sandy, Utah 84070
Telephone: (801) 990-4990; Facsimile: (801) 990-4999
Email: dholman@holmanlawlc.com

Attorney for Petitioner Lisa N. Kimmel

**IN THE THIRD JUDICIAL DISTRICT COURT FOR SALT LAKE COUNTY
STATE OF UTAH
Salt Lake Department, 450 S. State Street, Salt Lake City, Utah 84111**

In the Matter of the Marriage of

**LISA N. KIMMEL
Petitioner**

&

**CHRISTOPHER J. KIMMEL
Respondent**

DECREE OF DIVORCE

Civil No. 244905280

**Judge James Garner
Comm. Michelle Tack**

The above-entitled matter came on before the Honorable James Garner, District Court Judge, for the entry of Findings of Fact and Conclusions of Law and the Decree of Divorce, without a hearing and based upon the Stipulation for Settlement ('Stipulation), Docket Entry # 8, being fully informed in the premises and for good cause shown, the Court having entered its Findings of Fact and Conclusions of Law:

NOW, THEREFORE, HEREBY ORDERS, ADJUDGES AND DECREES as follows:

A. The parties are awarded a Decree of Divorce to become final upon signature by the Court and entry into the registry of judgments.

B. The parties entered into their Stipulation resolving all pending issues in this matter, which is already on record with the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED as follows:

Paragraphs 1-5 unused.

6. Distribution of Assets:

6.1. Lisa shall be awarded her 2011 Acura MDX and shall assume all costs of said vehicle, holding Christopher harmless therefrom.

6.2. Christopher shall be awarded the \$20,000 that was realized from the sale of his 2017 Ford F250, and the 2013 UTV and associated trailer.

6.3 Lisa and Christopher shall be awarded their personal effects, including any jewelry, clothing, personal items, firearms, and other items belonging to the parties individually. All other personal property shall be divided as the parties agree. In the event the parties are unable to agree, the parties shall itemize the personal property and shall take turns selecting items from the list. The division of personal property shall not contemplate a payout, but rather, the relative value of the personal property shall be equally divided. For application purposes, “value” shall be defined as KSL classified values for used personal property. In the event the parties reach an impasse, either party may present the personal property issue to the court for final resolution.

6.4. Lisa and Christopher shall assume all costs and liabilities associated with the personal property as awarded herein and shall hold the other harmless therefrom.

6.5. The parties have already separated their financial accounts, except as allocated herein. The parties shall be awarded the financial accounts held in their respective names and shall hold the other harmless therefrom.

7. Real Property:

7.1. During the course of the marriage the parties acquired an interest in a parcel of

real property, to wit:

4982 W. Thrush Hill Drive
West Jordan, Utah 84081
(hereinafter referred to as the “Marital Home”)

which is held jointly by Christopher and Lisa as joint tenants with the right of survivorship and is subject to an underlying loan.

7.2. The Marital Home shall be listed for sale no sooner than April 1, 2025 but no later than June 1, 2025. The parties shall mutually agree to a realtor. In the event the parties are unable to agree to a realtor, Christopher shall provide Lisa three (3) proposed realtors and Lisa shall choose from those three (3). The parties shall follow the direction of the realtor on all aspects of the sale including, but not limited to, listing price and any adjustments thereto, and accepting a *bona fide* offer to purchase. Christopher is awarded exclusive use of the Marital Home until it sells and will maintain all basic expenses on the home including, but not limited to, the mortgage payment, taxes, insurance, utilities and basic repairs, until the home sells. Christopher shall keep the home tidy and shall cooperate with the realtor in showing the home to potential buyers.

7.3. Upon the sale of the home, and after the payment of the underlying mortgage, all realtor fees and closing costs, the remaining net proceeds shall be distributed as follows:

(i) First, the net proceeds shall pay off the America First Visa (approx. balance \$20,000), the Citi Costco Visa (approx. Balance \$13,000) and the Citi Mastercard (approx. balance \$22,000).

(ii) Second, the net proceeds shall reimburse either party for any payments made towards major repairs, as deemed necessary by the realtor and mutually agreed to by the parties, if any.

(iii) Third, the remaining net proceeds shall be equally one-half (1/2) to each party with the following adjustment:

- (a) Christopher shall pay Lisa \$22,030 from his one-half (1/2) portion of the net sale proceeds so as to equalize the division of debts and personal property.

Christopher and Lisa shall each be responsible for any and all tax implications resulting from the sale of the home and shall hold the other harmless therefrom.

7.4. Either party may seek emergency injunctive relief in the event either party fails to fully cooperate or otherwise frustrates the timely sale of the Marital Home. The Court shall have broad discretion in ensuring the home is sold including, but not limited to, awarding a non-compliant party's signing authority to the compliant party. In the event Court intervention is needed, a party who is found to have failed to fully comply with the sale of the Marital Home shall be responsible for the compliant party's attorneys' fees incurred in bringing the matter before court.

8. **Debts:**

8.1. After the payment of the America First visa, the Citi Costco Visa and the Citi Mastercard, Lisa shall either fully remove Christopher from that liability or shall close those credit accounts.

8.2. In consideration of the agreements made herein, Lisa shall solely assume the wedding loan against her 401k (approx balance \$21,060).

8.3. Except as otherwise identified herein, all remaining unsecured debt shall be allocated to the parties as held in their respective names.

8.4. Both parties are mutually restrained from incurring any debt in the other's name

and shall hold the other harmless from any debt incurred henceforth.

9. **Alimony:**

9.1. Lisa shall pay Christopher alimony as follows:

- (i) Commencing the first month after the sale of the Marital Home, Lisa shall pay Christopher alimony in the amount of \$1,300 per month for a period of three (3) years;
- (ii) After the payment of alimony of three (3) years, Lisa shall pay Christopher alimony in the amount of \$1,000 per month for a period of five (5) years;
- (iii) After the payment of alimony for five (5) years (8 years total), Lisa shall pay Christopher alimony in the amount of \$700 per month for a period of five (5) years;

9.2. Lisa's alimony obligation to Christopher shall immediately terminate upon Christopher's remarriage or cohabitation as defined by Utah Law, either party's death, or after the payment of alimony for thirteen (13) years as identified herein, whichever occurs first.

10. **Retirement:** Lisa has a retirement account through Elevate. Christopher has a retirement account through Skyview Glass. The parties shall equalize the values of their retirement accounts. For valuation purposes, the date of valuation shall be the date of the forthcoming decree of divorce. In the event a Qualified Domestic Relations Order ("QDRO") is necessary, the parties shall mutually retain attorney Rori Hendrix to prepare the QDRO with the parties equally responsible for the cost of preparation.

11. **Taxes:** Christopher and Lisa shall cooperate in preparing and filing their 2024 income taxes. Any tax incurred or refund received shall be allocated between the parties based upon their respective withholdings and realized tax. The parties shall retain accountant

Becky Taylor to prepare the taxes with the parties equally responsible for the cost of preparation. In the event a dispute arises regarding the taxes, the parties shall first attempt to resolve the dispute through legal counsel prior to bringing the matter before court for resolution.

12. **Recreational Vehicle:** The 2021 Forest River RV shall be immediately sold. After its sale and payment of the underlying loan, and in the event the sale realizes a net profit, said profit shall be equally allocated to the parties. In the event the RV sells for less than what is owed, the parties shall be equally responsible to make up the difference so as to ensure its sale.

13. **Mutual Restraining Orders:** Christopher and Lisa shall be mutually restrained from:

- (i) bothering, harassing, stalking or otherwise annoying the other;
- (ii) using the other's identity or credit in any manner; and,
- (iii) coming around the other's residence or employment without their express written consent.

14. **Maiden Name:** Lisa shall be entitled to return to her maiden name "Eggers" should she so choose.

15. **Property Settlement:** In consideration of the above, neither party shall owe the other an equalization payment as part of a global and complete property settlement except as outlined herein.

16. **Deeds and Titles:** Both parties shall 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.

17. **Drafting:** Both parties attended mediation with their respective counsel and have participated actively in the drafting and revising of the Stipulation. Both parties and their counsel have had an opportunity to read the Stipulation and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation session. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of the Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

18. **Full Disclosure:** The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury and may result in the non-disclosed asset to be awarded to the other party free and clear. The property referred to in this agreement 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.

19. **Attorney's Fees and Costs:** Each party shall assume his or her own costs and attorney's fees incurred in this action.

20. **Final Stipulation:** The Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the Stipulation shall have any force or effect. The

parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses, but waive this right. The parties are satisfied that the Stipulation is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in the Stipulation.

IT IS SO ORDERED.

** In accordance with the Utah State District Courts E-filing Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order. **

APPROVAL AS TO FORM FOR ENTRY WITH THE COURT:

/s/ David Handy (signed w/permission via email)

David Handy

Attorney for Respondent

Date: January 28, 2025

CERTIFICATE OF SERVICE

I hereby certify that on this the 27th day of January 2025, I served a true and correct copy of the forgoing **Decree of Divorce** via email to the following:

David Handy
BROWN FAMILY LAW
8915 S. 700 E. Ste. 203
Sandy, Utah 84070

HOLMAN LAW PLLC

By /s/ David Holman

David T. Holman

Attorneys for Petitioner

Lisa N. Kimmel

