



1DAVID J. PETERS (# 4388)
Attorney for Respondent
Sessions Corner
505 South Main Street
Bountiful, Utah 84010
Telephone: (801) 292-1818
Email: davepeterslaw@q.com

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

In the Matter of the Marriage of PHILIP THAYNE JESSEE, Petitioner, vs. KAYLA BIGLER JESSEE, Respondent.	DECREE OF DIVORCE Case Number 254700294 Judge David Williams Commissioner Julie Winkler
--	---

This matter came before the court on the affidavit testimony of Respondent and the Stipulation and Property Settlement Agreement of the parties. Having previously set forth its Findings of Fact and Conclusions of Law, the Court now makes and enters the following:

DECREE OF DIVORCE

Petitioner is hereby awarded a Decree of Divorce against Respondent, the same to become final upon entry.

CHILDREN. There have been children born to Petitioner and Respondent as issue of this marriage, none of whom are minors. Accordingly, there are no issues to resolve with regard to custody, time sharing, child support and the like.

ALIMONY. Respondent is hereby awarded alimony in the amount of \$1,200.00 per month in this matter, based upon the length of term of this marriage and the respective

differences in income potential of the parties. Alimony shall commence with the month of May, 2025 and shall continue for 12 monthly payments, through April, 2026.

REAL PROPERTY. During the course of the marriage, the parties have acquired residential real property located on Cave Hollow Lane, Farmington, Utah. This real property of the parties is awarded to Respondent subject to an equitable lien in favor of Petitioner in the amount of \$275,000.00, representing one-half (½) of the present equity in the property.

This real property shall remain titled in joint ownership for not more than one (1) year to allow Petitioner to clear the title of various encumbrances resulting from his past dealings and transactions. During that time Petitioner shall use his best efforts to clear title to the property either by an action for Judicial Deed or an action to quiet title. Petitioner shall accomplish these actions at his sole expense. As a co-owner, Respondent shall co-operate as needed, including being named as a party to legal actions, but she shall not be obligated for any of the costs of such actions, including attorney's fees, filing fees, etc.

Upon completion of such actions and obtaining clear title, but not more than one (1) year from entry of the Decree in this matter, Petitioner shall convey sole ownership of the property to Respondent by quit-claim deed.

However, should any debt, encumbrance, or lien arise with regard to this real property, Petitioner's equity claim, evidenced by the lien granted to him, shall first be utilized to satisfy such claim and shall not be paid to him to the extent of such surviving claim, if any.

The parties estimated and agreed that the current fair market value of the home is \$560,000.00. The current mortgage obligation on the home is \$10,000.00 leaving an agreed upon equity of \$550,000.00 to be divided by the parties. Petitioner's equitable lien shall be due and payable upon the first to occur of the following:

Respondent's remarriage or cohabitation;

sale or refinance of the home;

Respondent's failure to use the home as a primary residence for herself and/or the children of this marriage;

Respondent's death; or

Petitioner's death.

RETIREMENT AND PENSIONS. Each party is hereby awarded his/her pension plans or retirement benefits free and clear of any claim by the other. Petitioner hereby waives any interest or claim in and to Respondent's URS pension, 401(k), 403(b) and Roth IRA. Respondent hereby waives any interest or claim in and to Petitioner's retirement benefits or assets.

LIFE INSURANCE. If either party owns a life insurance policy or an annuity contract, that policy owner: (i) has reviewed and updated, where appropriate, the list of beneficiaries; (ii) has affirmed that those listed as beneficiaries are in fact the intended beneficiaries after the divorce becomes final; and (iii) understands that if no changes are made to the policy or contract, the beneficiaries currently listed will receive any funds paid by the insurance company under the terms of the policy or contract.

PERSONAL PROPERTY. During the course of the marriage the parties have acquired certain items of personal property which shall be divided as follows:

Respondent shall receive the following items of personal property:

Her separate premarital, gifted or inherited property specifically including

Certificates of Deposit inherited from her mother;

Her car, 2008 Dodge minivan;

2011 Ford Focus (used by children);

All household furnishings, appliances, and contents; and

Any and all other items of personal property as may be agreed by the parties.

Respondent shall receive the following items of personal property:

20?? Toyota RAV4; and

Any and all other items of personal property as may be agreed by the parties.

DEBTS. During the course of the marriage the parties have incurred certain debts and obligations which shall be divided as follows:

Respondent shall assume the following debts and shall defend, indemnify and hold

Petitioner harmless thereon:

Home mortgage in the approximate amount of \$10,000.00;

Amazon VISA;

Discover;

Capital One;

Care (medical debt);

Green Sky (garage door purchase loan);

Son's student loans on which she is co-obligor; and

Any and all other debts incurred by her in her name, during the marriage and since the parties' separation.

Petitioner shall assume the following debts and shall defend, indemnify and hold

Respondent harmless thereon:

Any and all debts incurred by Petitioner in his name, during the marriage and since the separation of the parties.

Petitioner has incurred very significant debts and obligations through his business, tax and criminal activities. He specifically represented that none of these obligations encumber the home or any other marital assets. He specifically represented that none of these obligations are joint marital obligations in any way. He shall assume, and shall defend and indemnify Respondent from all such debts.

The parties have specifically acknowledged and agreed that the above division of debts is fair and reasonable and shall be a part of the divorce agreement. As such, the parties understand that the division of debts shall be non-dischargeable in bankruptcy pursuant to Section 523(a)(15) of the United States Bankruptcy Code.

VOLUNTARY AND KNOWLEDGEABLE EXECUTION. Each of the parties, after full opportunity to consult with legal counsel, acknowledged that he/she entered into their Stipulation and Property Settlement Agreement with knowledge of its legal implications and consequences. Petitioner specifically acknowledged that David J. Peters, attorney for Respondent, represented only Respondent in this matter and did not represent him in any capacity or for any purpose.

The parties each specifically acknowledged that their Stipulation and Property Settlement Agreement, taken in its entirety, is fair and reasonable and represents their desired settlement of all issues.

ADDITIONAL DOCUMENTS. Each of the parties shall sign all papers, documents, titles, deeds and any other document necessary to effect any of the provisions hereof.

ENFORCEMENT. Should either party be required to enforce this Agreement, the defaulting party shall be obligated to pay attorney's fees and costs associated with enforcing this Agreement whether a lawsuit is filed or not.

ATTORNEY'S FEES AND COSTS. Each party shall bear and pay his/her own costs and attorney's fees associated with this divorce action.

ATTORNEY'S FEES AND COSTS. Each party is ordered to pay his/her own attorney's fees and costs incurred.

ADDITIONAL DOCUMENTS. Each party is ordered to sign all papers, documents, titles, deeds and any other document necessary to effectuate any of the provisions hereof, including but not limited to the transfer of real or personal property.

- JUDICIAL SIGNATURE WILL APPEAR AT THE TOP OF THIS DOCUMENT -

APPROVED FOR ENTRY BY THE COURT:

/s/ Philip Thayne Jessee
signed electronically by David J. Peters with
emailed permission of Philip Thayne Jessee, Respondent