

The Order of the Court is stated below:

Dated: December 10, 2019
04:00:45 PM

/s/ TODD M SHAUGHNESSY
District Court Judge



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IN THE THIRD DISTRICT COURT—SALT LAKE DEPARTMENT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

NORMA BRADSHAW,

Petitioner,

vs.

KEN BRADSHAW,

Respondent.

DECREE OF DIVORCE

Civil No. 194902511

Judge Todd M. Shaughnessy

Commissioner Joanna Sagers

This matter came before the Court for entry of a Decree of Divorce without a hearing upon the Stipulation and Settlement Agreement (the “Agreement”) of the parties. Having entered its Findings of Fact and Conclusions of Law, the Court enters the following

DECREE OF DIVORCE

IT IS HEREBY ADJUDGED, ORDERED AND DECREED that

FINDINGS OF FACT

1. Divorce: The parties are awarded a decree of divorce, dissolving the bonds of matrimony upon the grounds of irreconcilable differences, the same to be effective immediately upon entry of this order.
2. Real Property.
 - a. The marital property located at 13108 South 1210 West, Riverton, Utah, is

awarded to Kenneth. Kenneth shall hold Norma harmless on all liabilities associated with the home. Kenneth shall pay Norma a lump sum payment of \$412,500.00 within 6 months from September 18, 2019. In the event, that Kenneth is unable to refinance the home and unable to pay Norma her equity amount of \$412,500.00 by March 18, 2020, the home shall immediately be listed for sale with an agreed upon real estate agent. Both parties shall cooperate with the listing and sale of the home. After the home is sold, Norma shall be entitled to \$412,500.00 (minus ½ of cost of sale) of the equity, with the remaining equity awarded to Kenneth.

- b. During the course of the marriage, the parties, together with Kenneth's sister, built a cabin on property owned by Kenneth's mother in Bear Lake. Any interest the parties may have in the property is awarded to Kenneth as his sole and separate property so long as (1) he does not sell the property during his lifetime and (2) he devises any inheritance he receives in the property to the parties' children. In the event that Kenneth inherits the Bear Lake property and the property sells at any time during his lifetime, Norma shall have a claim to a portion of the cabin equity for the marital estate's investment into the property. The Court will retain jurisdiction to determine the value of the marital estate's equitable share of the total value of the Bear Lake property at the time of the divorce, and it shall award Norma one-half of that value. Kenneth shall provide verification to Norma that he has devised any inherited interest in the property to the parties' minor children.

3. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated below:

| <i>Item Description:</i> | <i>Awarded to:</i> |
|--|--------------------|
| China | Norma |
| Christmas tree and decorations | Norma |
| Personal clothing | Norma |
| 2 sets of table and chairs (small outdoor) | Norma |
| Blue Ottoman | Norma |
| Sewing items | Norma |
| Personal papers | Norma |
| Blue plate set in kitchen | Norma |
| Blue teapot | Norma |
| Red drinking glasses | Norma |
| Crystal drinking glasses | Norma |
| Mary Ellen's dolls | Norma |
| 2008 Lexus | Norma |
| 2010 Escalade | Kenneth |
| Yamaha jet ski | Kenneth |
| Honda ATV | Kenneth |
| Trailer (hauler) | Kenneth |
| Trailer (hauler) | Kenneth |

- a. Exchange of the above items shall be on Saturday, September 21, 2019 at 10:00 a.m. Kenneth shall have all property covered and packaged on the front porch for

Norma to pick up.

- b. Family pictures shall be equally divided between the two parties at a later time, with each party entitled to digital copies of photos received by the other party.
4. Debts. The parties are aware of no joint debts. Each party shall be responsible for any debt incurred in their individual name since the time of separation which was March 1, 2019.
5. Financial Accounts/Retirement Accounts: The parties shall equally divide all retirement, 401k, IRA's, and investment accounts, which shall be valued as of September 18, 2019, specified below. The parties shall cooperate in splitting the accounts and shall equally share the cost for any and all QDRO's necessary to divide the asset(s)/account(s). The accounts shall be divided in a pro rata share of the individual stocks, shares, and annuities so that each party receives the same amount of like-kind investments held in each account. From September 18, 2019, and until the division occurs, the parties will equally share any dividend payments made.

| |
|---------------------------------|
| ASSET |
| IHC 401(k) |
| Wells Fargo (7432) |
| Wells Fargo (3351) |
| Wells Fargo (4347) |
| Wells Fargo (5944) |
| Wells Fargo (0737) |
| Zions (3390) |
| Zions (7253) |
| CD Chase |
| CD Zions |
| Investment Account NZD Zions |
| Zions (9024): Balance 0 |
| Health Savings Account |

6. Granger Medical, Inc. 401(k): Notwithstanding the foregoing, the Granger Medical, Inc. 401(k) account held in Norma's name is awarded to Norma as her sole and separate property. The parties will equalize this account through the property settlement payment set forth in paragraph 10.
7. Bank Accounts. Except for the accounts as outlined above in paragraph 7, each party shall be awarded their checking and savings account(s) in their individual names.
8. Business Interest: During the course of the marriage, the parties started a business named Access Door Systems, L.C., owning 50% of the business with a business partner. Their interest in the business was a marital interest. The parties sold their interest in the business on May 1, 2017, to John Higley (the "Purchaser"). The Purchaser is obligated to pay the Kenneth \$5,700 per month through April 2027. Because the business was a marital asset, each party is entitled to receive one-half of each payment made by the Purchaser. Each party is awarded \$2,850.00 month from the payments made by the Purchaser, effective October 1, 2019. The parties shall instruct the buyer to disburse the monthly business payment to each party individually in the amount of \$2,850.00 each month. In the event that either party receives a payment that the other party is entitled to receive, that party shall immediately forward that payment to the other party.
9. Alimony: Neither party should be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future. However, in lieu of alimony, Kenneth shall pay Norma \$600.00/month toward her monthly rent amount for the next 6 months for a total amount of \$3,600.00 commencing October 1, 2019. Each \$600.00 payment is due and payable on or before the first day of each month

thereafter.

10. Property Settlement. Kenneth shall pay Norma a property settlement of \$9,598.00, payable immediately.
11. Maiden Name. Norma will have the option of restoring her maiden name to Lindsey.
12. 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.
13. Attorney's Fees and Costs: Each party shall assume his or her own costs and attorney's fees incurred in this action.

This order is signed and entered as indicated at the top of the first page.

Approved as to Form:

/s/ Sarah Giacobelli

Attorney for Petitioner

Signed electronically by David Corbett with permission

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing to be served via email on

December 2, 2019, upon:

Sarah Giacobelli
Attorney for Petitioner

/s/ Tara B. Paxman