



BENJAMIN G. LARSEN (13071)
KAUFMAN, NICHOLS & KAUFMAN, L.L.C.
Bamberger Square Building
205 26th Street, Suite 34
Ogden, Utah 84401 Telephone:
(801) 394-6062
Facsimile: (801) 392-4125
larsen@knoklaw.com

**IN THE FIRST JUDICIAL DISTRICT COURT
OF BOX ELDER COUNTY STATE OF UTAH**

<p>JOSEPHINE SNOW SCHOFIELD KILPACK Petitioner, vs. LEE ALLEN KILPACK Respondent.</p>	<p>DECREE OF DIVORCE Case No. 204100137 Judge Maynard Commissioner Wilson</p>
--	---

The Court, after review of the parties' fully executed Stipulation and after entering the necessary Findings of Fact, Conclusions of Law, hereby enters the following Decree of Divorce as follows:

RECITALS

1. Petitioner is a bona fide resident of Box Elder County, State of Utah, and has been for three (3) months prior to the filing of this action.
2. Petitioner and Respondent were married on April 1st, 1993 in Salt Lake City, Utah.
3. There are no minor children at issue in the case.

GROUND

4. Petitioner should be divorced from Respondent upon the grounds of irreconcilable

differences of the marriage.

ALIMONY

5. Petitioner is in need of Alimony and Respondent has the ability to pay. Respondent shall pay Petitioner a total of \$183,000 in alimony. The minimum payment on said amount shall be \$2,000 per month beginning the month of June, 2020 through December 2020. Beginning in January, 2021 Respondent shall pay a minimum payment of \$1,500 per month. Respondent may pay additional amounts toward the total amount owing at any time, however, a minimum of the amounts listed above per month shall be paid every month.

REAL PROPERTY

6. The parties previously sold their marital home and the proceeds of said home are located in a money market account at America First Credit Union. The amount of said proceeds, minus nominal withdrawals already agreed upon by the parties totals approximately \$390,000. Such amount shall be divided equally by the parties. Upon the division of said amount Respondent's name shall be removed from the account by Petitioner and Petitioner shall have sole use and possession of said account thereafter.
7. The parties own a ½ interest in a vacant lot in or near Bear Lake Utah. Such interests shall be awarded solely to Respondent.
8. The party's own two time shares which shall be divided as follows:
 - a. Respondent shall be awarded the Park City Westgate timeshare. Respondent shall be solely responsible for all currently owed or ongoing payments, fees, obligations and benefits

associated therewith.

b. Petitioner shall be awarded the Snowbird timeshare. Petitioner shall be solely responsible for all currently owed or ongoing payments, fees, obligations and benefits associated therewith.

PERSONAL PROPERTY

9. Petitioner shall be awarded the following personal property:

- a. TV & cabinet
- b. Books and scrapbooks
- c. Basement shelving
- d. Kitchenware
- e. Living room lamp
- f. Josi's clothes
- g. Camping equipment
- h. Canning equipment
- i. Cedar chest
- j. entry table
- k. filing cabinets
- l. Office equipment
- m. Briggs & Riley luggage
- n. Holiday décor
- o. Kid's room furniture

10. Respondent shall receive the following personal property:

- a. Lee's books
- b. Lee's clothes
- c. Sports plaques
- d. Sports cards
- e. Bedroom set
- f. Theater equip
- g. Theater furniture
- h. Exercise equip
- i. BBQ
- j. Mission totes

11. There remains certain personal property that has yet to be divided. The parties

anticipate and agree to equitably and fairly divide the remaining personal property not contained herein. If the parties are unable to reach an agreement regarding the division of the remaining personal property, they shall attend mediation to resolve their dispute. If they are still unsuccessful at mediation in dividing their personal property, either party may seek court relief to resolve the dispute.

VEHICLES

12. Respondent shall receive the 2012 F150.
13. Respondent shall receive the 2015 Lexus
14. Petitioner shall receive the 2015 Toyota Prius
15. Each party shall be solely responsible for any expense and/or debt associated with the respective vehicle(s) he or she is awarded.
16. Respondent shall receive the Hallmark trailer.

INVESTMENT/ RETIREMENT ACCOUNTS

17. The parties shall divide their marital bank/investment accounts as follows:
 - a. The parties will divide their joint money market account with America First Credit Union which has a current value of approximately \$390,000 equally.
 - b. Respondent holds 401K accounts through his former employer Intermountain Health Care, as well as his current employers Ensign Healthcare and Blind Wholesaler. Petitioner shall receive 100% of the 401K associated with IHC. Respondent shall receive 100% of the 401Ks with his current employers Ensign Healthcare and Blind Wholesaler.
18. Regarding any pensions, neither party is aware of any pension they hold. Therefore

each party is awarded their own respective pension if one were to exist.

BUSINESS INTERESTS

19. The parties currently hold interests in multiple businesses. Such businesses shall be divided as follows:
20. The parties hold an interest in a Blind Wholesaler company. Respondent shall be awarded all of said interest held by either party in Blind Wholesaler Company including all ongoing income and interests thereon. Respondent shall also hold Petitioner harmless from any debt, encumbrance, liability, or the like in regards to Blind Wholesaler Company and shall be solely responsible for any debt he is responsible for in association with said company. Respondent shall remove Petitioner from the merchant account associated with Blind Wholesaler Company no later than six months after the entry of the Decree of Divorce.
21. The parties hold an interest in Peachtree Assisted Living Facility. Respondent shall be awarded all interest held by either party in the Peachtree Assisted Living center. Respondent shall also hold Petitioner harmless from any debt, encumbrance, liability, or the like in regards to Peachtree Assisted Living Facility and shall be solely responsible for any debt he is responsible for in association with said company.
22. The parties own a Real Estate Investment Company named Bradison Real Estate Investment Company. Said company holds multiple parcels of real property and buildings. Petitioner shall be awarded all of said business held by either party. Petitioner shall also hold Respondent harmless from any debt, encumbrance, liability, or the like in regards to Bradison Real Estate Investment Company, and shall be

solely responsible for any debt she is responsible for in association with said company. Respondent shall provide access to all bank accounts and mortgages associated with Bradison Real Estate Investment Company. There is a debt associated with Bradison Real Estate Investment Company through Bank of American Fork. Bradison Real Estate Investment Company will continue to maintain and manage that debt.

23. The parties have utilized a personal line of credit in Respondent's name held by Wells Fargo which has been used by the parties for expenses and purchases associated with Bradison Real Estate Investment Company. Petitioner shall be solely responsible for said line of credit and shall pay the full balance of the debt associated therewith within 30 days of entry of the Decree of Divorce by the court. During the pendency of the entry of the Decree of Divorce neither party shall incur additional debt associated with said line of credit. Upon Petitioner paying the full balance of said line of credit, Respondent shall be solely awarded the line of credit and any debt he incurs on said line of credit after the signing of this stipulation shall be his sole debt and liability with Petitioner being held harmless therefrom.
24. Petitioner holds interests in royalties, rights, interests, and future income associated with any and all books, stories, literature or the like. Petitioner is awarded all royalties, rights, interests, and future income associated with said books, stories, literature or the like. Petitioner shall also hold Respondent harmless from any debt, encumbrance, liability, or the like in regards to Petitioner's books, stories, literature, or the like and shall be solely responsible for any debt she is responsible for in association with said company.

25. Pursuant to Utah Code Ann. §§15-4-6.5, 30-2-5, and 30-3-5(1)(c) (1953 as amended), the parties shall provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

DEBTS

26. With the exception of debts listed above as previously stated, the parties are unaware of any other jointly held debts. Both parties shall not incur any debt in the name of the other party, and each party is responsible for all debt they incurred respectively after their separation.

TAXES

27. The parties will file jointly on their state and federal tax returns for the 2019 year and split the refund 50/50. To the party's knowledge, there are no outstanding tax issues for 2019 or any prior year they filed a joint return.

MISCELLANEOUS

28. Both parties shall sign all necessary documents to execute the terms of the Decree of Divorce entered by way of signing this Stipulation.
29. T Respondent shall pay for $\frac{1}{2}$ of their son Chris' college tuition and $\frac{1}{2}$ of Chris' housing costs for up to seven enrolled semesters. Petitioner shall pay $\frac{1}{2}$ of their daughter Kylee's college tuition and $\frac{1}{2}$ of their daughter's housing costs for up to eight enrolled semesters.
30. The parties shall give notice to all creditors with whom they have debt with of the entry of the Decree of Divorce.

31. The Petitioner may change her last name to Schofield if she so chooses.
32. Each party will bear their own respective attorney fees in association with this case through the time of entry of the Decree of Divorce.
33. Both parties stipulate and agree that they have each fully disclosed to the other all assets that they hold an interest in and such have been disclosed and listed in this stipulation. The parties agree that if either party discovers that the other has not disclosed a marital assets that the other may seek court relief in this case to be awarded their attorney fees and 100% of the undisclosed asset or its value.

SO ORDERED WITH THE COURT'S SIGNATURE BEING CONTAINED AT THE TOP OF PAGE 1 OF THIS DOCUMENT

Approval as to form:

/S/ Lee Allen Kilpack

Lee Allen Kilpack, Respondent

(E signed with permission by Benjamin G. Larsen)