

The Order of the Court is stated below:

Dated: November 15, 2022  
11:59:04 AM

/s/ JAMES BRADY  
District Court Judge



Tim K. Brown, No. 13016  
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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR UTAH COUNTY  
PROVO, STATE OF UTAH

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In the Matter of the Marriage of:

RITA NELSON, and

LOWELL NELSON.

**DECREE OF DIVORCE**

Case No. 214402218

Judge James Brady

Commissioner Marian Ito

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This matter comes before the court for final entry of the Decree of Divorce. The Stipulation of the parties was previously filed. The Court having reviewed the Stipulation and having previously entered its Findings of Facts and Conclusions of Law,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner and Respondent are hereby dissolved, and the Petitioner is hereby awarded a

Decree of Divorce from Respondent on the grounds of irreconcilable differences, said Decree to become absolute and final upon entry by the Court in the Register of Actions:

1. **Residency**: Petitioner is a bona fide resident of Utah County, State of Utah, and has been for three (3) months immediately prior to the filing of this action.

2. **Marriage**: The parties married on April 2, 1966, in Idaho Falls, Idaho. The parties are currently married.

3. **Grounds**: During the course of the marriage the parties have experienced difficulties that cannot be reconciled and that have prevented the parties from pursuing a viable marriage relationship.

4. **No Minor Children**: All the children of the parties are now adults.

5. **Taxes**: The parties shall file separate tax returns for the 2022 tax year, and thereafter.

6. **Alimony**: Due to the property settlement herein, neither party is awarded alimony, now and forever.

7. **Real Property**: During the course of the marriage, the parties acquired a home and real property located in Lehi, Utah. This property shall be immediately listed for sale by Greg Ward. Both parties will immediately sign a listing agreement upon request. Both parties are to keep each other informed of any and all offers on the property and both shall be able to communicate with the sales agent. Both parties will comply with any and all reasonable requests made by the sales agent in the marketing and sale of the home. When sold, the proceeds of the sale shall be applied as follows: (1) pay expenses and costs of sale; (2) payoff any and all mortgages on the property; and, (3) the debts outlined below will be paid by the title company directly to the creditor; and (4) then balance remaining shall be segregated equally to each party,

subject to the global property settlement described in the next paragraph. Rita will be responsible to clean and prepare the home for sale. Lowell will move out of the home by November 16, 2022, and Rita will be permitted to continue living in the home until the sale. After moving from the marital residence, neither party will move into the same residential complex as the other.

8. **Global Property Settlement:** From Lowell's proceeds on the sale of the home, the title company will pay Rita \$101,639 as a global property settlement.

9. **Vehicles:** Rita is awarded her 1999 Chrysler Town & Country vehicle along with any associated debt, insurance, and expenses relating thereto. Lowell is awarded his 2018 GMC Terrain along with any associated debt, insurance, and expenses relating thereto.

10. **Personal Property:** Each party is awarded his or her clothing and personal effects. Lowell is awarded his coin collection. All other personal property not otherwise distributed herein shall be distributed as the parties may hereafter agree. If the parties are unable to agree to a property division of items not otherwise distributed herein, the parties will submit the matter to mediation before seeking court assistance.

11. **Financial Accounts:** The joint account at Deseret First Credit Union is awarded to Lowell and Rita's name will be removed. There are no other joint bank accounts remaining to be divided; and each party is awarded any account in his or her sole name, free and clear of any claim of the other.

12. **Life Insurance:** Lowell will maintain his current term life insurance policy with a face value of \$500,000 and maintain Rita as the sole beneficiary until the policy expires according to its term. Lowell will provide verification that the policy is active and in force and the beneficiary upon request.

13. **Debts:** The following debts for a total of \$33,721, will be paid off at closing directly by the title company from the proceeds of the sale of the home before dividing between the parties. Once the debts are paid off, Rita's name will be removed from the debt before any additional use of these cards/debt. If actual payout on these debts is less than \$33,721 at closing, the parties awarded any remaining funds equally.

<b><i>Creditor:</i></b>	<b><i>Balance:</i></b>
Deseret First Credit Union ****3109	\$1,770
Deseret First Credit Union ****3609	\$2,209
Deseret First Credit Union Credit Card	\$454
Bank of America credit card	\$935
Costco credit card	\$610
Discover credit card	\$4,300
US Bank credit card	\$1,782
Zions Bank	\$586
Internal Revenue Service	\$21,075

a. **Other Debts:** Any and all other debts and obligations, not otherwise distributed herein or acquired after separation, shall be assigned and paid for by the party in whose name such debts appear.

b. **Joint Debt Limit and Refi Obligation:** No additional amounts of debt may be added to or charged to any debt, credit card, or line of credit that is associated with or in the opposing party's name without his or her written consent.

c. **Harmless.** Each party will hold the other harmless on the debts ordered to be paid by him or her.

d. **Creditors.** The parties understand that for joint debts upon entering the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise

provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

14. **Retirement Accounts:** Each party is awarded his or her own Invesco IRA in his or her name. Rita is awarded the entirety (100%) of Lowell's MetLife pension. Rita shall cause to be prepared a Qualified Domestic Relations Order to transfer the MetLife pension to herself. Until the pension is transferred to Rita, Lowell will pay Rita any MetLife pension payments he receives within 5 days of receipt. In favor of the global property settlement herein, Lowell will be awarded all other retirement accounts and income streams in his name or his business name.

15. **Documentation Cooperation:** Each party shall sign any and all documents as are required to implement the provisions herein upon request.

16. **Attorney Fees:** Each party will pay his or her respective attorney fees.

**Order is signed when electronically stamped by the Court on the first page**

APPROVED AS TO FORM:  
*With the permission of:*

/s/ Chris Daines \*via email authorization 11/1/2022

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CHRIS DAINES

Attorney for Respondent