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**IN THE FOURTH JUDICIAL DISTRICT COURT
IN AND FOR UTAH COUNTY, STATE OF UTAH
137 N FREEDOM BLVD, PROVO, UT 84601**

In the Matter of the Marriage of:

Kimberly Welch,
Petitioner,

and

Mark Travis Welch,
Respondent.

DECREE OF DIVORCE

Civil No. 264400647
Honorable Derek Pullan
Commissioner Marla Snow

Discovery Tier Four

Based upon the *Stipulation and Settlement Agreement* which was signed by the parties and file with the Court on March 3, 2026, the pleadings on file, and the Court being fully informed, Good Cause appearing, the Court previously having entered its FINDINGS OF FACT AND CONCLUSIONS OF LAW, the Court enters the following DECREE OF DIVORCE:

The parties hereby agree and stipulate that the court may enter the following provisions in their Decree of Divorce:

1. Jurisdiction: Petitioner and Respondent are bona fide residents of Utah County, State of Utah, and have been for three months immediately prior to the filing of this action.
2. Marriage Statistics: The parties were married in July 1995 and are presently married.

a. The parties separated on or about March 2024 (hereinafter “Date of Separation”), and ever since then have remained separated.

3. Grounds: Irreconcilable differences have arisen between the parties which differences have made the continuation of their marriage impossible.

4. Children. There are no minor children.

5. Real Property. During the course of the marriage, the parties acquired real property located at 1065 S 350 W, Orem, UT 84058.

a. Mark is awarded possession of the marital home subject to completing a buyout of Kimberly’s marital equity within 24 months. Kimberly is entitled to half the equity in the home. Mark is liable for the full HELOC debt.

b. Mark will have 24 months from the signing of this stipulation to remove Kimberly’s name from the First and Second Mortgage and pay Kimberly half the appraised value of the home and pay off the HELOC. He will make both mortgage payments in full and on time each month until Kimberly’s name is removed.

c. Any appraisal of the home will be conducted by Joel Frost, with each party paying half the cost.

d. The parties may look for an off-market buyer during the 24-month period. If they find an off-market buyer, Mark will have the right to remain in the home until at least month 23.

e. Kimberly has no obligation under this agreement to make payments on either home loan, and no payments towards the loans shall come out of an account in

Kimberly's name. These debts shall not be included as a liability towards Kimberly for the purpose of underwriting a loan.

f. If Mark cannot remove Kimberly's name from both debts and complete the buyout within the time frame, the home will be listed for sale. The parties will sign a listing agreement with Realtor Aaron Oldham no later than 30 days before the 24th month.

The Realtor will list the home no later than the last day of the 24th month. Both parties will mutually agree on the list price and any changes to the price. If they cannot agree, the Realtor will make the final decision on pricing.

g. Mark will ensure the home is clean and ready for showings as requested by the Realtor of an off-market buyer.

h. The parties are not aware of any necessary repairs needed before the home can be listed for sale. If a repair becomes necessary, Mark will attempt to make the repair himself and bear the cost. If a significant repair becomes necessary, the parties must mutually agree on the repair before they are both liable for the cost.

i. At closing, each party will receive half the proceeds, less the HELOC payoff, which shall be Mark's liability.

j. The escrow check is awarded to Mark in full.

6. Other Property. The parties also owned an investment property at 4296 N Angie's Aly in Eagle Mountain, UT that was sold in 2024. The parties have split the equity from the sale; however, the parties' names are still listed on the loan until the terms of the agreement expire in three years. The parties have no obligation to make payments on this loan, and no payments towards the loan come out of an account in either parties' name. This debt shall

not be included as a liability towards either party for the purpose of underwriting a loan during the next three years.

7. Taxes. If they have to refile 2024, they will refile it married joint. For 2025, they will have the accountant advise the parties on whether Married Joint or Married Separate is more advantageous for both parties collectively. If there is a refund for 2025, it is awarded to Kimberly. Mark is awarded any tax liability for 2024 and 2025 in full. The parties will file 2026 separately.

8. Vehicles: The parties acquired vehicles during the course of the marriage which shall be awarded as follows:

<i>Vehicle Description:</i>	<i>Party:</i>
2020 Nissan Altima	Kimberly
2003 Subaru Forrester	Kimberly, for the benefit of Sophia
Toyota Prius	Kimberly, for the benefit of Layne
2009 Mercury Milan	Kimberly, for the benefit of Cami

a. The parties do not need to refinance any of the vehicles.

b. Each party shall be responsible for the debt, maintenance, and insurance on the vehicles(s) he/she is awarded, holding the other harmless therefrom.

9. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. Each party is awarded all of their personal belongings and effects. The parties shall work together to make an equitable distribution of all personal property. In the event that the parties are unable to reach an agreement to the distribution of personal property, the

parties shall return to mediation to resolve their personal property dispute. The following division shall be awarded as follows:

<i>Item Description:</i>	<i>Party:</i>
2 boats, guns, grill, camping gear	Mark
Piano, jewelry	Kimberly

10. Family Photos: Kimberly is awarded the physical print family photos. Kimberly will digitize these photos and provide a copy to Mark within 90 days.

11. Bank Accounts: During the course of the marriage, the parties acquired bank accounts, which shall be awarded as follows:

<i>Bank/Financial Institution</i>	<i>Acct. #</i>	<i>Approx. Balance</i>	<i>Party:</i>
Alta Bank - Kimberly		1,029.00	Kimberly
Alta Bank – Mark		289.00	Mark

a. The parties have not disclosed any joint accounts other than the mortgages.

They are awarded all accounts in their separate names.

12. Investment and Retirement Accounts: During the course of the marriage the parties have acquired interests in Investment and Retirement accounts. Mark and Kimberly are awarded all retirement and investment accounts in their separate names. Should any retirement account have a loan against it, the parties will be responsible for all liability associated with the account and hold the other party harmless.

13. Life Insurance: The parties have each acquired life insurance policies, which are awarded to the party whose name is on the account.

14. Expenses for Adult Children: the parties are currently each providing support for adult children for car insurance and cell phones. They will continue to each support the

children as needed and to the extent they are currently spending. Future expenses may be shared as agreed.

15. Business Interests: During the course of the marriage, Mark and Kimberly established a business known as Welch Worldwide, LLC (the “Business”). The business is awarded 100% of the Business, including but not limited to bank accounts, inventory, intellectual property, accounts receivable, good will, and personal property. Mark shall assume all debt associated with his interest in the business and indemnify and hold Kimberly harmless from past, current, and future liabilities and claims related to the business. Kimberly hereby waives any and all future claims to any interest in this business.

16. Marital Debts: During the course of the marriage, the parties have acquired various debts and obligations. The parties shall assume and hold the other harmless from liability on the following debts:

<i>Creditor:</i>	<i>Approx. Balance:</i>	<i>Obligation:</i>
Roundpoint Mortgage	\$374,000	Pursuant to Real Property paragraph herein
2 nd Mortgage AFCU	\$74,000	Mark
Medical debt personally accrued	TBD	Mark
Capital One x2	\$9,239	Mark
Amex x2	\$6,007	Mark
Capital One	\$5,668	Kimberly
Discovery	\$11,917	Kimberly
Amazon	\$1,199	Kimberly
Amex	\$10,596	Kimberly

a. Joint Accounts: Neither party shall incur any additional liability on joint credit cards or any joint accounts. The parties shall cooperate in closing joint credit card accounts within (30) days of the final decree.

b. Other debts: Each party shall be responsible to pay any other debt he/she individually incurred in his/her name.

c. Creditors: The parties understand that for joint debts, upon the entering of the Decree of Divorce, 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.

d. Indemnification: The party being responsible for payment is required to indemnify and hold the other harmless from any loss, damage, demand, or claim of any kind arising from their failure to do so.

e. Delinquency in Payments: If either party is obligated on a joint debt, the payment of that debt must remain current. A party who makes payment on a delinquent debt in order to protect his/her credit rating may seek reimbursement of the payment of that debt, in addition to interest and attorney's fees from the other party.

f. Future Debts: Any and all debts incurred by either party after the Date of Separation, are the sole responsibility of the party incurring the debt, with the other party being indemnified and held harmless from the same.

g. Notice to Creditors:

i. Pursuant to UTAH CODE ANN 15-4-6.5, 30-2-5, and 81-4-501(4), as amended, the parties are required to 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.

ii. Therefore, the party not obligated to pay a joint obligation shall:

1. Send a copy of the Decree of Divorce to each joint creditor he/she is not required to pay as soon as possible.
2. Notify that joint creditor of the current address for each party.
3. Inform that joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract, and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made. Demand for payments on the party who was not required to pay the debt.

17. Alimony: Neither party shall pay the other alimony.

18. Full Disclosure. The assets identified herein is a full disclosure of all of the parties' financial assets over \$1,000. Any undisclosed personal financial assets (not assets of a business identified herein) valued at more than \$1,000 later discovered shall be awarded to the party to whom the disclosure was not made.

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

20. Maiden Name: Kimberly may restore her maiden name of Kimberly Anne Layne if she so desires but is not mandated to do so.

*******END OF ORDER*******

**THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT THE TOP
OF THE DOCUMENT WHEN SIGNED AND ENTERED BY THE COURT**

APPROVED AS TO FORM AND CONTENT

/s/ Kimberly Welch
Kimberly Welch

/s/ Mark Travis Welch

Mark Travis Welch

CERTIFICATE OF SERVICE

On this Tuesday, May 5, 2026, the undersigned hereby certifies that a true and correct copy of the foregoing DECREE OF DIVORCE was sent by the following method(s) to the following individual(s):

FOURTH DISTRICT COURT — GreenFiling electronic Filing System
Kimberly Welch— email
Petitioner

Mark Travis Welch— email
Respondent

/s/ Sierra Hansen
Sierra Hansen
LONE PEAK LAW