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**IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH**

MARY BRIGGS,

Petitioner,

v.

JIMMY BRIGGS,

Respondent.

DECREE OF DIVORCE

Case No. 264402063

Judge: Denise M Porter

Commissioner: Marian Ito

This matter came before the Court on Settlement Agreement by the Parties. The Court has reviewed the file in this matter and has determined that Respondent has been properly served and the Court has jurisdiction to enter a final Decree of Divorce, and, that Petitioner meets the criteria for the grounds of irreconcilable differences. The Court having previously entered its Findings of Fact and Conclusions of Law, it is now:

ORDERED, ADJUDGED, AND DECREED:

The Petitioner is awarded a Decree of Divorce from Respondent to become final upon entry.

1. CAPACITY: The parties each acknowledge that they are not acting under undue influence, duress, coercion, or fraud and their agreement is voluntary and made knowingly while not under the influence of any drugs or alcohol.

2. RESIDENCY: Petitioner and Respondent are a bona fide residents of Utah County, State of Utah, and have been for three months immediately prior to the filing of this action.

3. MARRIAGE STATISTICS: The Petitioner and Respondent were married on September 29, 1984, in Salt Lake County, State of Utah, and are presently married. The parties separated on or about March 15, 2026.

4. GROUNDS: For many months last past, numerous and substantial irreconcilable differences have arisen between the parties from which Petitioner is entitled to a decree of divorce.

5. CHILDREN: There is one child born as issue of this marriage, namely Hyrum Mack Briggs (D.O.B. 03/10/09).

6. JOINT LEGAL CUSTODY: Petitioner and Respondent shall have joint legal custody of the minor child and shall both have access to medical records, school records, court records, and any other information or records concerning the minor child. The major decisions concerning the minor children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed upon by both parties. In the event, the parties do not come to a mutual agreement regarding the minor child, the parties shall seek out the counsel and assistance of a third-party neutral in reaching an agreement. Each parent shall be responsible for any day-to-day decisions and emergency

decisions which need to be made while the minor child is in his/her care. In the event of an emergency, the parties shall contact the other parent as soon as is practical after providing for the care of the minor child.

7. SOLE PHYSICAL CUSTODY: The Petitioner shall be awarded sole physical custody of the minor child, provided, however, that the Respondent shall have the right to reasonable parent time as the parties may agree. If the parties are not able to agree, the Respondent's reasonable rights of parent time shall be defined by Utah Code § 81-9-302 and Utah Code § 81-9-209 (in the event that one party moves more than 150 miles away).

8. PARENTING COMMUNICATION: The parties shall contact one another through email, telephone call, or text message for other parenting concerns or scheduling that may arise on an as-needed basis. Petitioner and Respondent shall limit these communications to concerns about the minor child and schedules, shall be respectful to one another during any and all communication, and shall not use the child to deliver messages.

9. NOTIFICATION OF SPECIAL EVENTS: Petitioner and Respondent shall take affirmative steps to share school and activity information concerning the minor child with each other on a frequent basis. The parties shall also notify each other of any school programs, extracurricular activities, and sporting events the minor child may be involved in.

10. CHANGE OF ADDRESS: Petitioner and Respondent shall notify each other 30 days before changing addresses if within 150 miles, 60 days if more than 150 miles, or within 24 hours of being made aware that they will be changing addresses, whichever is

greater. The parties shall also give the other parent their new contact information in writing via mail or email, within 24 hours of a move.

11. MUTUAL RESPECT: Petitioner and Respondent shall respect each other's parenting style, personal beliefs, and values. The parties shall encourage the minor child to respect both parents and help him to maintain a safe, healthy, and happy relationship with the other parent. The parties shall not harass the other party nor make unwanted contact with the other party.

12. COURTESY: Petitioner and Respondent shall be flexible and cooperative as co-parents. The parties shall not put the minor child in the middle of their disputes. The parties shall not speak negatively about the other parent or other parent's family in front of the minor child, nor shall they allow others to speak negatively about the other parent in front of the minor child.

13. INTERFEERENCE: Neither parent shall interfere with the other's parental rights pursuant to the agreed upon parent-time.

14. SPECIAL OCCASIONS: Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor child or in the life of either parent which may inadvertently conflict with the parent-time schedule.

15. NON-COMPLIANCE: Neither parent-time nor child support shall be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.

16. OTHER PARENT-TIME ISSUES: Petitioner and Respondent shall follow the guidelines for the state of Utah concerning any parenting matters not mentioned.

17. CHILD SUPPORT: The Respondent has a gross monthly income of \$9976.00 from all sources. The Petitioner has a gross monthly income of \$2989.00 from all sources. Consequently, the Respondent shall pay \$940.00 in child support to the Petitioner on the 15th of each month. Child Support shall continue until the child graduates from high school or turns 18, whichever occurs last.

18. MEDICAL AND DENTAL EXPENSES: Medical expenses for the minor child shall be in accordance to U.C.A. § 78B-12-212. The child shall be insured with the most economical insurance coverage and through either of their employment if possible. The Respondent shall pay 100% of the premiums, and the parties shall share the cost of co-pays and extra-medical expenses for the child 50/50. The parties shall keep good records of the medical expenses and shall be prompt in their reimbursements to the other party. The paying party shall provide receipt of payment to the other party within 30 days of all co-pays and extra-medical bills and the amount shall be reimbursed within 30 days. The parties shall exchange insurance information with one another and notify the other of any changes in the insurance coverage.

19. REIMBURSEMENT: Reimbursement for medical or dental expenses, day care, or activity costs shall be given to the other party within 30 days of receiving receipts.

20. SPOUSAL SUPPORT: The Respondent was the primary breadwinner for the family during the course of the parties' marriage. Therefore, the Respondent shall pay the Petitioner alimony in the amount of \$2000 each month through the end of May 2027,

once their minor child graduates high school. Beginning June 2027, once the Petitioner is no longer receiving child support, the Respondent shall then pay the Petitioner alimony in the amount of \$2300 per month, with the payment being made on the 15th of each month. Alimony shall continue for the length of the parties marriage, or until the Petitioner remarries or co-habitates with a significant other, whichever occurs first.

21. REAL PROPERTY – MARITAL HOME: During the course of their marriage, the parties acquired a home and real property located at 892 W. 1340 S., Spanish Fork, Utah 84660. The parties shall place the home for sale as soon as possible. The parties shall use the equity they get from the sale to pay off any debts acquired during the marriage, and then split the remaining equity 50/50 between the parties. All costs and fees associated with the sale of the home shall come out of the home's equity. Additionally, while the home is waiting to sell, the Respondent shall continue to make the mortgage payment and all other payments related to the home, and those costs shall offset any alimony that he owes during that time.

22. BANK ACCOUNTS: All funds in the parties' savings accounts, checking accounts, and CDs, minus the money deposited by the Petitioner's sister as a gift to her, shall be divided 50/50 between the parties.

23. LIFE INSURANCE: The Respondent shall retain his current life insurance policy with the Petitioner listed as beneficiary. At the option of the Petitioner, the Respondent shall continue to maintain a life insurance policy of the Petitioner's choosing with the Petitioner listed as the beneficiary, with the cost of the life insurance policy being deducted from the Petitioner's monthly alimony payments.

24. RETIREMENT: The parties have each acquired retirement accounts during the course of their marriage. The parties shall split their retirement accounts in the following manner:

- a. The Respondent shall be awarded his 401(K) in its entirety.
- b. The Petitioner shall be awarded her retirement accounts in their entirety.
- c. The Petitioner shall be awarded the IRA ending in XX-6264 in its entirety.
- d. The Respondent shall be awarded the IRA ending XX-8911 in its entirety.
- e. The parties shall use the IRA ending in XX-8912 to balance out what they each receive from all the retirement accounts combined so that they each end up with an equal share.

25. VEHICLES: The Petitioner shall be awarded the Honda CRV, and the Respondent shall be awarded the Honda Ridgeline, with the Petitioner being held harmless from any indebtedness therein.

26. PERSONAL PROPERTY: The parties shall each be entitled to their own personal items individually incurred. All other personal property items shall be distributed equitably between the parties.

27. QUITCLAIM DEED: Either party shall sign a Quitclaim Deed, if needed, on any of the personal property or vehicles.

28. DEBTS: The parties acquired debts during the marriage. The parties shall use the equity from the sale of the home to pay off any outstanding balances or debts owed by the parties.

29. OTHER DEBTS: Each party will be responsible to pay any other debt he or she individually incurred. Should other joint debts be later discovered, the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation. The parties shall inform their joint creditors of the allocation of responsibility for payment of joint debts and keep their creditors informed of their current address.

30. DEBT RESPONSIBILITY: All debts awarded in this action shall be the exclusive responsibility of the party awarded the debt, and the party awarded any particular debt shall hold the other party wholly free from any liability thereon.

31. DEPENDENCY EXEMPTION: The Respondent shall claim any dependents on his taxes, and he shall equally split any tax savings received with the Petitioner each year.

32. CHANGES: The parties may make changes to their parenting plan at any time in writing by mutual consent. However, if they are unable to negotiate an agreement by themselves, the parties should make a good faith effort to resolve the dispute with the assistance of a third person or mediator, if necessary, before initiating legal action. However, either party may seek emergency relief from the court in the future shall an emergency arise which would make formal negotiation not practical.

33. FUTURE DISAGREEMENTS: If the parties have any future disagreement pertaining to their children generally or over the terms or implementation outlined above, they shall seek the assistance of a mutually agreed upon third party or mediator before either of them initiates legal action. However, Petitioner and Respondent may seek

emergency relief from the court in the future shall an emergency arise which would make formal negotiation not practical.

34. ENFORCEMENT: If either party is found to have violated any provision of the final Divorce Decree by the court, the violating party shall pay the other party's attorney fees in bringing the matter before the court.

35. FULL DISCLOSURE: Both parties agree that there has been a complete, accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any deliberate failure to provide complete disclosure may constitute perjury.

36. FINAL DECREE UPON ENTRY: Upon entry of the Decree of Divorce and the Findings of Fact and Conclusions of Law herein, the divorce between Petitioner and Respondent shall become effective immediately.

Both parties shall sign any and all documents necessary to facilitate the orders set forth herein.

Approved as to form:

/s/ Kelly C. Snider

***Signed by Kelly C. Snider with permission of Jimmy Briggs
Respondent, Pro Se***

Official court signature will appear at the top of the first page.