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Licensed Paralegal Practitioner for Annette Fox

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
STATE OF UTAH
137 North Freedom Blvd, Provo, UT 84601

In the matter of the marriage of:

ROBERT SHAWN FOX,

Robert,
and

ANNETTE GARDNER FOX,

Annette.

DECREE OF DIVORCE

Civil No. 264400463
Judge Derek Pullan
Commissioner Marian Ito

This matter comes before the court for final entry of the Decree of Divorce. The Stipulation of the parties was signed on August 24, 2026 and 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:

1. 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.

JURISDICTION

2. Residency. Robert has been a resident of Utah County for at least three months prior to the filing of this action.
3. Marriage Statistics. The parties were married on May 1, 1981, in Orem, Utah.

NO MINOR CHILDREN

4. The parties' children have reached the age of majority, and no further children are expected to be born or adopted by the parties.

INSURANCE

5. Health Insurance. Robert shall maintain Annette on his health insurance until the Decree of Divorce is signed and issued by the Court.
6. Medical Insurance Contribution. Robert shall pay Annette the sum of \$500.00 per month as a contribution toward her health insurance premiums and related medical expenses. Payments shall be due on or before the first day of each month, beginning in the month the Stipulation is signed, and shall continue through June 2029 or until Annette begins receiving Medicare benefits, whichever happens first. If Annette's Medicare benefits begin prior to July 2029, she shall immediately notify Robert and Robert's obligation shall immediately terminate. Robert shall pay \$250.00 for his contribution toward one-half of the month of July 2029, with such payment due on or before July 1, 2029. Thereafter, Robert's obligation under this paragraph shall permanently cease and terminate. These payments are intended solely as a contribution

toward Annette's health insurance premiums and related medical expenses and are not intended to constitute alimony.

ALIMONY

7. Alimony. The parties acknowledge that Annette has limited earning capacity due to her age, health conditions, and extended absence from the workforce, and that she has a present need for support. The parties further acknowledge that Annette has asserted claims for reimbursement and equitable offset relating to inheritance funds used for marital purposes, including contributions toward the Fairview property, the purchase of vehicles and other marital assets, and the payment of marital debt.

8. In consideration of the foregoing, and as part of the overall equitable division of the marital estate, Annette's continued exclusive use and possession of the Orem Residence, together with the deferred realization of Robert's equity interest therein, provides substantial financial benefit and support to Annette. Accordingly, each party waives any claim for alimony against the other, and neither party shall be awarded alimony now or in the future.

PROPERTY

9. Personal Property. During the term of this marriage the parties have acquired certain personal property. It Said property shall be distributed as it is presently divided, with the following exceptions:

a. To Robert:

i. 1998 GMC Sierra

ii. 2019 Hyundai Elantra

b. To Annette:

i. 2006 Chrysler PT Cruiser

ii. St. George Timeshare (acquired with Annette's separate inherited funds).

iii. Orem Cemetery Burial Plots (4) (acquired with Annette's separate inherited funds).

c. Any other personal property is awarded as it is presently held by each party.

10. Family Trust. During the marriage, the parties created The Robert Shawn and Annette Fox Family Trust in 2021 and have served as co-trustees. Any property that has been transferred into the Trust will be divided as indicated in this document. It is reasonable that said trust be dissolved. Each party will pay one-half of the cost to dissolve the family trust.

11. Real Property: Orem. During the marriage, the parties acquired real property located at 149 South 1000 East, Orem, Utah 84097 ("Orem Residence"). The property is currently held as Joint Tenants with Right of Survivorship. Within thirty (30) days of entry of the Decree of Divorce, Robert shall sign any required documents to transfer title to the Orem Residence to Annette solely, subject to Robert's deferred equity interest, which shall consist solely of his right to receive one-half (½) of the net equity in the Orem Residence upon the occurrence of the triggering events set forth herein. For the avoidance of doubt, Robert shall have no present ownership, possessory, partition, or other rights in the Orem Residence except as expressly set forth herein. The parties acknowledge that Annette's continued possession and use of the Orem Residence is a material component of the overall equitable division of the marital estate and the parties' resolution of all claims relating to support and reimbursement.

12. Possession of Orem Property. Annette shall have the sole and exclusive use and possession of the Orem Residence unless and until one of the triggering events set forth

herein occurs and shall use the property as her primary residence. Temporary absences for medical treatment, rehabilitation, caring for family members, travel/seasonal travel, vacations, or other temporary circumstances during which Annette intends to return to the residence shall not constitute ceasing to use the property as her primary residence. For any time period prior to Robert receiving his full ½ equity buyout, Annette shall not rent, lease, or otherwise allow occupancy (even if the tenant is not paying to stay) of the Orem Residence by any person other than immediate family members (defined as the parties' children, sons-in-law, daughters-in-law, or grandchildren) without Robert's prior written consent. This provision is intended to protect the condition and value of the property for as long as Robert has a financial interest in the property. The parties acknowledge that Keith is residing in the home with Annette and may remain as long as Annette desires or until the home is sold as stated herein. Annette may also permit caregivers reasonably necessary for her health to reside in the home. Annette shall be solely responsible for all property taxes, insurance, utilities, maintenance, and all other expenses associated with the property during from the beginning of the month following the signed Stipulation forward and shall indemnify and hold Robert harmless therefrom.

13. Buyout of Robert's Deferred Equity Interest. Annette shall have the sole and exclusive option, at any time prior to a triggering event, to refinance the Orem Residence and pay Robert the value of his deferred equity interest. The value of Robert's deferred equity interest shall be determined based upon the then-existing fair market value of the property at the time of the buyout, less customary costs of sale. Within thirty (30) days after a buyout is elected or a triggering event requiring valuation occurs, Annette shall provide Robert with the names of three (3) licensed Utah real estate appraisers. Robert shall select one (1) of the three (3) appraisers within ten (10) days after receiving the names. The selected appraiser shall determine

the fair market value of the Orem Residence. The cost of the appraisal shall be shared equally by the parties. If Annette fails to timely provide the names of three (3) appraisers, or if Robert fails to timely select an appraiser, either party may petition the Court for appointment of an appraiser.

14. Sale Upon Triggering Event. Absent a buyout, the Orem Residence shall be sold upon the earliest of the following events:

- a. Annette permanently ceases to use the Orem Residence as her primary residence; or
- b. Annette remarries; or begins cohabitating in a marriage-like relationship with a romantic partner; or
- c. Annette dies; or
- d. Mutual written agreement of the parties.

15. Sale or Buyout Following a Triggering Event. Upon the occurrence of any triggering event other than Annette's death, the property shall be listed for sale within sixty (60) days and sold within a reasonable time, not to exceed one hundred eighty (180) days unless otherwise agreed by the parties. In lieu of a sale, Annette may elect, within ninety (90) days after the triggering event, to pay Robert the value of his deferred equity interest, as determined under Paragraph 13. Upon sale, the net proceeds (after payment of customary costs of sale, taxes, and any agreed adjustments) shall be divided equally between the parties, with each party receiving one-half (½) of the then-existing net equity as of the date of sale.

16. Procedures Upon Annette's Death. Upon the triggering event of Annette's death, the Personal Representative of Annette's estate shall determine whether the Orem Residence will be sold or distributed to a devisee or heir. If the Orem Residence is distributed to a devisee or heir rather than sold, the value of Robert's deferred equity interest shall be

determined pursuant to Paragraph 13 and paid by the estate or the devisee or heir receiving the property. If the deferred equity interest cannot otherwise be satisfied, the Orem Residence shall be sold. Upon any sale, the net proceeds (after payment of customary costs of sale, taxes, and any agreed adjustments) shall be divided as follows:

- a. Robert shall receive one-half ($\frac{1}{2}$) of the then-existing net equity; and
- b. The remaining one-half ($\frac{1}{2}$) of the then-existing net equity, representing Annette's interest, shall be distributed as directed by Annette's valid estate planning documents.
- c. The parties acknowledge that, upon Annette's death, a sale of the Orem Residence is required to effectuate the distribution set forth herein, and no party or successor shall have the right to retain exclusive possession of the property in lieu of sale unless otherwise agreed in writing by all interested parties. The Personal Representative of Annette's estate shall cooperate in executing all documents reasonably necessary to complete the sale.

17. Support Consideration. The parties acknowledge that Annette's continued exclusive possession of the Orem Residence, together with the deferred realization of Robert's equity interest, constitutes a significant component of the overall equitable division of the marital estate and support structure, and is therefore nonmodifiable.

18. Fairview Property. Robert shall be awarded the Fairview Residence free and clear of any claim by Annette. Annette shall execute a Quit Claim Deed within thirty (30) days. The parties acknowledge that Annette made financial contributions toward the Fairview Residence. Rather than providing for a separate reimbursement, those contributions have been considered as part of the overall equitable division of the marital estate and the financial terms herein.

DEBTS

19. Debts. The parties represent that there are no known joint marital debts as of the date of separation. Each party shall be responsible for any debts incurred in his or her own name since the date of separation and shall indemnify and hold the other harmless therefrom. The parties acknowledge that each has considered their respective financial contributions during the marriage in reaching this settlement. The financial terms herein constitute a full and final resolution of any claims for reimbursement or credit relating to those contributions.

20. Automobile Insurance. Beginning on the first day of the month following the month in which the Stipulation is signed by both parties, each party shall obtain and maintain his or her own automobile insurance coverage at his or her sole cost and expense. Each party may remove the other party and any vehicles owned or operated by the other party from his or her automobile insurance policy effective that date. Thereafter, neither party shall have any obligation to provide or pay for automobile insurance coverage for the other.

FINANCIAL ACCOUNTS

21. During the period of their marriage the parties have incurred certain financial accounts. It is reasonable and proper for the Court to make a fair and equitable distribution of the same as follows:

a. Robert is awarded the following accounts:

- i. UCCU Checking
- ii. UCCU Savings
- iii. Capital One Checking
- iv. HSA account

b. Annette is awarded the following accounts:

- i. Key Bank Checking
- ii. Key Bank Savings
- iii. Alpine Credit Union Checking
- iv. Alpine Credit Union Savings
- v. Zions Bank Checking/Savings
- vi. Beneficial life insurance policies.

c. Each party shall retain the accounts listed above in their respective names free and clear of any claim of the other.

22. Retirement. Annette maintains an IRA with an approximate value of \$118,841. Robert maintains an IRA with an approximate value of \$147,853, a Roth IRA with an approximate value of \$4,357, and a 401(k) with an approximate value of \$3,679. Each party specifically waives any right he or she may have in the other party's retirement type accounts. The parties represent that no other retirement accounts exist.

MUTUAL RESTRAINT

23. Neither party is allowed to use the other's likeness, picture, name, identification, or credit for personal gain, such as obtaining credit, opening accounts, or acquiring services in order to prevent one party from exploiting the other's identity or financial standing post-divorce. The parties are restrained from making public comments, sharing posts, or posting photos about each other or the divorce proceedings on social media platforms such as Facebook, Instagram, Snapchat, etc. in order to protect the privacy of both parties and avoid any public airing of grievances or details about divorce.

24. Both parties are restrained from coming to the home, work place, or places where the other party is known to be present without the other party's express permission.

MISCELLANEOUS PROVISIONS

25. Legal Fees and Costs. Each of the parties shall assume and pay their own legal fees and cost so long as the matter remains uncontested.
26. Former Name. Annette is restored to her former name of Annette Gardner, if she so desires.
27. The parties understand that their attorneys do not offer legal advice as to the tax implications herein and are aware that they have the right to seek advice from a tax expert as to the specific tax consequences to them prior to signing the Stipulation.
28. Neither party is allowed to use the other's likeness, picture, name, identification, or credit for personal gain, such as obtaining credit, opening accounts, or acquiring services in order to prevent one party from exploiting the other's identity or financial standing post-divorce. The parties are restrained from making public comments, sharing posts, or posting photos about each other or the divorce proceedings on social media platforms such as Facebook, Instagram, Snapchat, etc. in order to protect the privacy of both parties and avoid any public airing of grievances or details about divorce.
29. Both parties will 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.
30. Resolution. Except for exigent circumstances or enforcement, the parties will participate in mediation prior to initiating litigation in the court.
31. Arrearages. This resolves all claims either party has against the other including but not limited to past alimony, out-of-pocket medical expenses, out-of-pocket medical premiums, and any other financial claims through the date of the signing of the Stipulation.

32. Full Disclosure. Each party warrants that they have provided a complete, accurate, and current disclosure of all income, assets, and liabilities. This means that both individuals are affirming they've fully disclosed all their financial matters, ensuring transparency in the division of assets and responsibilities.

a. Consequences of Non-Disclosure: Both parties acknowledge that any deliberate failure to disclose financial information fully could be considered perjury, a criminal offense. This highlights the seriousness of honest and complete disclosure during divorce proceedings.

b. Scope of Property: The property referred to in the stipulation includes all property to which either party has any legal or equitable interest, whether owned individually or jointly with the other party. This ensures that all assets, regardless of ownership type (joint or separate), are accounted for in the division.

c. In short, this provision seeks to ensure transparency, full financial disclosure, and accountability from both parties in the divorce process. It also establishes that any deliberate concealment or misrepresentation could have legal repercussions

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

APPROVED AS TO FORM:

With the permission of:

/s/Erin Dickerson* via email authorization on 8/25/2026

ERIN DICKERSON

Attorney for Respondent