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IN THE DISTRICT COURT OF UTAH
SECOND JUDICIAL DISTRICT, DAVIS COUNTY
800 West State Street, Farmington, Utah 84025

In the Matter of the Marriage of:
KENNA RUBY FARNES,
Petitioner,

and

SPENSER J. FARNES,
Respondent.

DECREE OF DIVORCE

Case No. 254701571

Judge: Michael Edwards
Commissioner: Christina Wilson

Petitioner, **KENNA RUBY FARNES** (hereinafter "Kenna"), by and through her counsel of record, Ally Jamerson of Fontenot Law, hereby submits the following Decree of Divorce from Respondent, **SPENSER J. FARNES** (hereinafter "Spenser"). The court, having entered its Findings of Fact and Conclusions of Law, and now being fully advised in the premises, and for good cause shown, does hereby find and order the following:

DIVORCE

1. The parties shall be granted a Decree of Divorce, final upon entry, severing the bonds of matrimony heretofore existing between the parties, upon the grounds of irreconcilable differences, pursuant to Utah Code Annotated § 81-4-405(1)(h).

ALIMONY

2. Pursuant to Utah Code Annotated § 81-4-501 *et seq.* and Utah case law, and based on other factors and considerations, neither party shall be awarded alimony now or at any point in the future.

REAL PROPERTY

3. During the course of the marriage, the parties acquired real property located at 1778 North Belvedere Way, Layton, Utah 84041 (hereinafter “Marital Home”).

4. The parties agree that Kenna’s marital share of the equity in the Marital Home is \$50,000.00.

5. Spenser shall be awarded ownership of the Marital Home, subject to Spenser paying Kenna her marital share of equity in the Marital Home, as follows:

- a. Within six (6) months, Spenser shall assume or refinance the mortgage to have Kenna’s name removed from the mortgage.
- b. Within three (3) years of the date of entry of this Decree of Divorce, Spenser shall pay to Kenna her marital share of the equity, which is \$50,000.00.
- c. During this time, Spenser shall have sole and exclusive possession of the Marital Home, and shall be solely responsible for all costs and expenses related to the Marital Home.
- d. Spenser shall be prohibited from incurring any further debt on the Marital Home unless and until Kenna is paid her marital share of the equity, unless the debt is for the sole purpose of paying Kenna her marital share of the equity.
- e. Once Kenna has received her marital share of the equity in the amount of \$50,000.00, as set forth above, any claims she has to the Marital Home shall

be forever waived, relinquished, and discharged.

6. If Spenser is unable to assume/refinance the mortgage within six (6) months and/or he is unable to pay Kenna her portion of the marital equity within three (3) years of the entry of this Decree, then the Marital Home shall be promptly listed for sale, as follows:

- a. The parties shall sell the marital home for the best and highest price.
- b. The parties shall agree upon a realtor. However, if they are unable to agree, Kenna shall provide Spenser with the names of three (3) realtors, and Spenser shall then select the realtor from that list.
- c. The parties shall agree on all terms of the sale, including listing price, accepting or rejecting offers, etc. However, if they are unable to agree, the parties shall abide by the recommendations of their realtor.
- d. When the Marital Home is sold, the proceeds shall be applied and divided in the following order:
 - i. Pay off all debt on the home;
 - ii. Pay all realtor fees, closing costs, and other costs related to the sale;
 - iii. Pay Kenna her marital share of the equity, which is \$50,000.00;
and
 - iv. Any remaining profit shall be awarded to Spenser.
- e. In the event Kenna's marital share of the equity exceeds the profits from the sale of the Marital Home, Spenser shall be ordered to immediately pay the difference to Kenna, and a judgment shall be entered against him in that

amount.

7. Kenna and Spenser shall execute any documents necessary to implement the terms of the divorce, including but not limited to a quitclaim deed allowing Spenser to assume/refinance the mortgage. Both parties shall act in good faith in carrying out the terms of this Decree of Divorce.

VEHICLES

8. Spenser shall be awarded his 2020 Volkswagen Jetta, free and clear of any claim by Kenna. Spenser shall be solely responsible for any loans, insurance, taxes, and expenses associated with this vehicle.

9. Kenna shall be awarded her 2018 Mazda 3 Touring, free and clear of any claim by Spenser. Kenna shall be solely responsible for any loans, insurance, taxes, and expenses associated with this vehicle.

10. If necessary, the parties shall work together to remove the other party's name from any title, loan, etc. associated with the vehicle that party is awarded.

PERSONAL PROPERTY

11. Each party shall be awarded their own personal effects, inherited property, premarital property, and separate property. Furthermore, each party shall be awarded any personal property they have acquired after the date of separation.

12. Each party shall retain the personal property in their possession.

13. In the event the parties have a dispute regarding the personal property they are awarded, they shall attend mediation prior to bringing the issue to the court. The parties shall equally share in the cost of the mediator.

14. Kenna shall be awarded the Amazon, Audible, and Kindle accounts, free and clear of any

claim by Spenser. If necessary, the parties shall work together to remove Spenser's name from these accounts.

FINANCIAL ACCOUNTS, TRUSTS, ETC.

15. The parties do not share any joint accounts that need to be divided.

16. Each party shall be awarded the financial accounts held in their own names, free and clear of any claim by the other party.

17. Each party shall be awarded the retirement accounts held in their own names, free and clear of any claim by the other party.

18. Each party shall be awarded their full share of any property, assets, accounts, or monies they receive from a trust or inheritance, including any assets purchased or paid for using inherited funds.

DEBTS AND OBLIGATIONS

19. The parties do not share any joint debts and obligations that need to be divided.

20. Each party shall be solely responsible for the debts and obligations incurred in their own names and out of their own volition.

21. Each party shall be solely responsible for their own debts and obligations incurred since the date of separation.

22. Each party shall indemnify and hold the other party harmless on any and all debts or obligations that they are ultimately ordered to pay.

23. Pursuant to Utah Code Annotated § 81-4-406(3)(b), the parties shall notify respective creditors or obligees regarding the court's division of debts, obligations, or liabilities and regarding the parties' separate, current addresses.

MUTUAL RESTRAINING ORDERS

24. Both parties shall be mutually restrained from attempting, threatening, or committing domestic violence against the other party, to include stalking, harassing, threatening physical harm, causing any other form of abuse, and interfering with the other party's telephone, utilities, insurance, email, social media accounts, or other services.

25. Neither party shall access electronic accounts in the other party's name, including but not limited to social media accounts, email accounts, financial accounts, utilities accounts, or medical accounts.

26. Neither party shall distribute the other party's image of personal information.

27. Neither party shall disparage, defame, insult, demean, or harm the reputation of the other or their family members, including but not limited to posting on social media accounts or other internet sites or disparaging the other party to any professional colleagues or employers.

ATTORNEY FEES AND COURT COSTS

28. Each party shall pay their own attorney fees and court costs related to this case.

MISCELLANEOUS

29. At her option, Kenna shall be able to take her maiden name, family name, or any other name should she so choose.

30. Each party shall be ordered to execute and deliver to the other the documents required to implement the provisions of this Decree of Divorce entered by the court.

31. The parties shall sign all documents necessary to comply with this Decree of Divorce within sixty (60) days from the entry of this Decree. If a party fails to sign a document within sixty (60) days, the other party may ask the court to appoint someone to sign the document.

**END OF DOCUMENT – COURT DATE AND SIGNATURE APPEAR AT THE TOP OF
THE FIRST PAGE**

APPROVED AS TO FORM:

/s/ Spenser J. Farnes

Spenser J. Farnes

Respondent

** Signed electronically with permission
via email from Spenser J. Farnes.

CERTIFICATE OF DELIVERY

I hereby certify that on the 8th day of May, 2026, I e-filed and/or emailed a true and correct copy of the foregoing Decree of Divorce to the following:

Spenser J. Farnes
1778 North Belvedere Way
Layton, Utah 84041
spenserfarnes@gmail.com

/s/ Angela Trolio