



1SCOTT P. NICKLE #11415
HELGESEN, HOUTZ & JONES, P.C.
Attorney for Valerie N. Montgomery
5732 South 1475 East, Suite 200
South Ogden, Utah 84403
Telephone: (801) 479-4777
Facsimile: (801) 479-4804
Email: snickle@utahattorneys.com

IN THE SECOND JUDICIAL DISTRICT COURT, FARMINGTON DEPARTMENT DAVIS COUNTY, STATE OF UTAH	
IN THE MATTER OF THE MARRIAGE OF: VALERIE N. MONTGOMERY, Petitioner, and KATHERINE F.K. MONTGOMERY, Respondent.	DECREE OF DIVORCE Civil No. 264700706 Honorable: Blaine Rawson Commissioner: Julie Winkler

The Court, having reviewed the parties' Stipulation, and having entered its Findings of Fact and Conclusions of Law, hereby enters the Decree of Divorce in this matter as follows:

JURISDICTION

1. Valerie has been an actual and bona fide resident of Davis County, State of Utah, for at least three months prior to the filing of this divorce action.
2. Valerie and Katherine were married on December 17, 2018, in Pensacola, State of Florida.
3. Jurisdiction of, and venue in, this Court are proper.

GROUND

4. Valerie and Katherine have been unable to resolve their marital problems, making continuation of their marriage impossible.
5. The parties are granted a divorce on the grounds of irreconcilable differences.
6. Valerie and Katherine have been separated since January 15, 2026.

CHILD CUSTODY AND PARENT TIME

7. No children have been born as issue of their marriage; no award of custody is necessary.

CHILD SUPPORT

8. As there are no children as issue of the parties' relationship, no award of child support is necessary.

ALIMONY

9. Each party is capable of earning an income sufficient to pay for his or her needs and no award of current or future alimony is necessary.

INCOME TAXES

10. The parties will file their income taxes separately for the year 2025, and for every year thereafter.

REAL PROPERTY

11. The parties own a home together located at 4320 Quail Drive, Beaufort, South Carolina, 29906 ("Marital Property"). The parties agree to the following:
 - a. The Marital Property shall be listed for sale as soon as practicable, using a mutually agreed-upon licensed real estate agent.

- b. Until the Marital Property is sold, the parties shall each be responsible for fifty percent (50%) of the mortgage payments, property taxes, insurance, necessary repairs and maintenance, utilities (if applicable), and any other costs associated with maintaining and selling the property.
 - c. The listing price, any price reductions, and acceptance of any offers shall be mutually agreed upon in good faith.
 - d. In the event the parties are unable to agree on the listing price, price reductions, or acceptance of an offer, the recommendation of the mutually selected licensed real estate agent shall control, and both parties agree to act in good faith in following such recommendation.
 - e. Upon the sale of the Marital Property, all customary costs of sale (including commissions, closing costs, capital gains tax, and fees) shall be paid from the sale proceeds. In addition, the net proceeds shall be divided equally (50/50) between the parties.
 - f. If one party advances more than their share of the expenses, that party shall be reimbursed from the sale proceeds prior to distribution.
12. Katherine owns real property located at 216 NW Gilliland Road, Pensacola, Florida, 32507, which she acquired prior to the marriage and is awarded this property as her sole and separate property. Katherine is responsible for all financial obligations relating to this property to include but not limited to mortgage payments, property taxes, insurance, necessary repairs and maintenance, utilities (if applicable), and any other costs associated

with maintaining the property. Valerie waives, releases and relinquishes any and all claims, whether past, present, or future, to any ownership interest, equity, and proceeds from any future sale of the property.

PERSONAL PROPERTY

13. The parties agree that all bank accounts, checking accounts, savings accounts, brokerage accounts, and all personal property not specifically listed herein have been divided to their mutual satisfaction.
14. The parties shall retain all accounts and property currently in their individual possession or titled in their name, free and clear of any claim by the other party.

MARITAL DEBT

15. During the course of the marriage, the parties acquired no debts or obligations which need to be distributed between them.
16. Each party shall be required to assume the debts and obligations he or she incurred prior to the marriage and since the date of their separation on January 15, 2026, and that they shall hold the other party harmless with respect to any such debt or obligations.
17. Neither party shall hereafter incur any debts, obligations, or liabilities on the other party's credit or do anything for which the other party may be legally liable. Each party covenants and warrants that, except as otherwise provided herein, there are no debts, obligations, or liabilities of any kind incurred by them for which the other or their estate may be liable. Each party should indemnify and hold the other harmless from any debts, obligations or liabilities which may come into existence.

RETIREMENT ACCOUNTS

18. Valerie possesses an employee-sponsored 401(k) account and a Roth IRA.
19. Katherine possesses a Thrift Savings Plan and a Roth IRA.
20. The parties agree to the following:
 - a. Each party shall retain their respective retirement accounts as their sole and separate property.
 - b. They have no interest, community or otherwise, in the other party's retirement accounts.
 - c. Any and all rights to the other party's retirement benefits are waived, including any rights under federal and state law.
 - d. Any right to division via Qualified Domestic Relations Order (QDRO) or similar instrument is waived.
 - e. The other party is released from any future claim to the retirement benefits of the other.
 - f. No QDRO or similar order shall be entered.
21. Each party acknowledges and agrees that they have no interest, community or otherwise, in the other party's retirement accounts.

MISCELLANEOUS

22. Valerie may return to her maiden name of JEFFERY, should it be necessary.

COSTS AND ATTORNEY FEES

23. Each party shall bear their own attorney's fees.

24. In the event that either party to the Stipulation, Findings of Facts and Conclusions and Decree of Divorce defaults in their obligations hereunder or must seek relief from the court in the enforcement or modification of the divorce decree, the non-prevailing party shall be liable to the other party for all reasonable expenses, including attorney's fees and court costs actually incurred.

END OF DOCUMENT - COURT SIGNATURE AND APPEAR AT THE TOP OF THE FIRST PAGE

APPROVED AS TO FORM:

/s/Katherine F.K. Montgomery 5/19/26
Signed by Scott P. Nickle with the
permission of KATHERINE F.K. MONTGOMERY,
Respondent

2CERTIFICATE OF MAILING

I hereby certify that I delivered via email a true and correct copy of the foregoing
DECREE OF DIVORCE on this 8th day of July, 2026, July, 2026 to:

Katherine F.K. Montgomery
KFKMontgomery@gmail.com

/s/ Sherry Barker
Paralegal to Scott P. Nickle