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**IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR DAVIS COUNTY
FARMINGTON, UTAH**

In re the Marriage of:

CATHERINE DAVIS,

Petitioner,

and

TIMOTHY J DAVIS,

Respondent.

DECREE OF DIVORCE

Case No. 264700882

Judge: Blaine Rawson

Commissioner: Julie Winkler

This matter came before the Court based upon Stipulated Petition for Decree of Divorce filed with this Court on June 22, 2026. The parties entered and filed a Stipulation and Settlement Agreement on June 22, 2026, which is now part of the official record. After a review of the file, and now being fully advised, the Court, for good cause appearing, hereby **ORDERS ADJUDGES and DECREES:**

RECITALS:

- i. **Filing Fee.** Catherine has paid the required filing fee.

ii. **Marriage of the Parties.** The parties were married in Ogden, Utah on June 19, 1992.

iii. **Children.** There are no minor children between the parties.

iv. **Waiver of Right to Trial:** This case has come before this Court for a final Decree of Divorce. The Court has taken all testimony needed to enter the final Decree, or the Court has determined testimony is not needed to enter the final Decree, and both parties having waived their right to proceed to trial and having jointly requested the Court to enter the following orders:

v. **Jurisdiction:** This Court has jurisdiction over the parties under the law, the provisions of this Stipulation for Decree of Divorce are fair and reasonable under the circumstances and the division of property and debt is fair and equitable under the circumstances.

vi. **Ninety (90) Day Requirement.** The jurisdictional requirements for dissolution of marriage have been met. At the time this action was filed, Catherine was domiciled in the State of Utah, Davis County and had resided there for at least 3 months.

vii. **Mandatory Cooling Off Period.** The Stipulation was filed on 6/22/2026 and pursuant to the 30-day statutory cooling off period required by Utah Code § 81-4-402 this Court can sign this Decree any time after 7/22/2026.

viii. **Irretrievably Broken.** As required by Utah Code § 81-4-405 the parties agree that the marriage is irretrievably broken, and a mutual Decree of Divorce shall be issued based on the grounds of irreconcilable difference.

ix. **Public Assistance.** Neither party is receiving public assistance and there are no other legal proceedings that affect this divorce.

x. **Military Service.** Neither party is currently serving or has served in the military.

xi. **Protective Orders.** There is no Order of Protection effective in this matter.

xii. **Pregnancy.** Wife is not pregnant.

xiii. **ALIMONY:** Neither party shall pay alimony to the other party, and this issue is forever waived.

xiv. **DIVISION OF PROPERTY:**

Real Property- The parties own a home located at 1136 Manchester Rd., Kaysville, UT 84037. Catherine shall be awarded the home and shall have exclusive use and possession. Catherine shall be responsible for all mortgage payments, taxes, insurance, and maintenance from the date of the Decree of Divorce until the home is refinanced or sold.

- a. **Scenario 1:** Refinance before June 30, 2026- If Catherine refinances the mortgage on or before June 30, 2026, the equity of the home shall be calculated based on the fair market value, as determined by the parties' agreed-upon Comparative Market Analysis (CMA) dated March 12, 2026, which values the home at \$580,000, minus the outstanding mortgage balance as of the date of closing per lending payout statement with Timothy entitled to fifty percent (50%) of such net equity. Timothy shall be solely responsible for one hundred percent (100%) of all refinance-related closing costs, including but not limited to lender fees, title fees, escrow fees, and appraisal costs, with such costs deducted from Timothy's equity proceeds at closing. Upon completion of the refinance and payment of equity, Timothy shall execute any documents necessary to release his interest in the property. If a party fails to sign

required documents within 30 days, the court may authorize a special master or clerk to sign on their behalf.

- b. **Scenario 2:** If Catherine does not refinance on or before June 30, 2026, but completes a refinance within six (6) months of the Decree, the equity of the home shall be calculated based on the fair market value, as determined by the parties' agreed-upon Comparative Market Analysis (CMA) dated March 12, 2026, which values the home at \$580,000, minus the outstanding mortgage balance as of the date of closing per lending payout statement, with Timothy entitled to fifty percent (50%) of such net equity. All refinance-related closing costs shall be shared equally (50% / 50%) by the parties, with Timothy's share of such costs deducted from his equity proceeds at closing, and Catherine responsible for her share. Upon completion of the refinance and payment of equity, Timothy shall execute any documents necessary to release his interest in the property. If a party fails to sign required documents within 30 days, the court may authorize a special master or clerk to sign on their behalf
- c. **Scenario 3- Sale Provision (if no refinance within 6 months)-** If Catherine does not refinance and/or pay Timothy his share of equity within six (6) months, the home shall be listed for sale, customary costs of sale (including realtor commissions, seller closing costs, and agreed-upon repairs) shall be deducted from the gross sale price, and the remaining net proceeds shall be divided equally between the parties
 - i. Major Repairs- The parties agree that any major repairs to the home (defined as any single repair or expense at or above \$1,000) shall be shared equally between the parties. This obligation to share such

costs shall continue until the home is either refinanced or sold, whichever occurs first. Timothy's portion of these repair costs shall be deducted from his buyout proceeds or from his share of the proceeds from the sale of the home.

- ii. Repayment of Expenses The parties also agree that Timothy still owes Catherine for his share of expenses. This amount is \$13,089. This amount shall be deducted from Timothy's buyout or from Timothy's portion of the sale of the home.
- iii. Move Out- The parties agree that Timothy will move out within 30 days of signing this agreement.

d. **Personal Property-**

xv. Vehicles-

- a. Each party is awarded the vehicles in their current possession and shall be responsible for all debt and liabilities on the vehicle.

xvi. Bank Accounts-

- 1. Each party is awarded any account in their own name.
- 2. Any joint accounts shall be split equally between the parties and closed.

iii. Retirement Accounts- Each party is awarded any retirement account in their own name.

iv. Life Insurance- Each party is awarded any life insurance policies in their own name and shall be responsible for any premiums.

v. Health Insurance- The parties agree that Timothy will keep the parties' adult children on his health insurance plan as long as they are eligible.

vi. Personal Property- All personal property has been divided. Each party shall be awarded any and all property in their possession.

15. ASSIGNMENT OF DEBTS:

xvii. Marital Debt- There is no marital debt between the parties.

xviii. Separate Debt- Each party is awarded any debt in their own name, any debt incurred since the date of separation and any debt incurred after the filing of this Stipulation.

xix. The parties shall each cease use of any accounts awarded to the other party immediately upon execution of this Stipulation.

xx. In accordance with Utah Code Ann. § 81-4-406 (3) (b) the parties will notify and inform each creditor which party is primarily liable for the debt with that creditor following the entry of the Decree of Divorce in this matter and each party will be required to give the creditor the name and address of both parties.

16. INCOME TAXES:

a. For the 2025 tax year and continuing each tax year thereafter, each party will file separate federal and state income tax returns. Each party shall give the other party all necessary documentation to file all tax returns.

xxi. **QUALIFIED DOMESTIC RELATIONS ORDER (QDRO):** A QDRO will not be necessary, as each party will keep any retirement account in their own name.

xxii. **ATTORNEY FEES.** Each party shall be responsible for payment of his or her own attorneys' fees and costs incurred in this matter.

--END OF ORDER--

**-EXECUTED AND ENTERED BY THE COURT AS INDICATED
BY THE STAMP AND SEAL AT THE TOP OF THIS PLEADING-**

NOTICE PURSUANT TO Rule 7(j)(4) OF THE UTAH RULES OF CIVIL
PROCEDURE TO ALL THE CONCERNED PARTIES AND COUNSEL:

Notice is hereby given that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure
of the District Courts of the State of Utah, that this Order prepared above shall be the
Order of the Court unless you file an objection in writing within seven (7) days from the
date of the service of this notice.

APPROVED BY:

/s/ Timothy Davis (signed with permission)
Timothy Davis, Respondent

Certificate of Service			
I certify that I filed with the court and am serving a copy of this Certificate of Service on the following people.			
Person's Name	Service Method	Service Address	Service Date
Timothy Davis Respondent, Pro Se	☐ Mail ☐ Hand Delivery ☐ E-filed ☒ Email ☐ Left at business (With person in charge or in receptacle for deliveries.) ☐ Left at home (With person of suitable age and discretion residing there.)	timmerjdavis@gmail.com	7/23/2026

7/23/2026

Date

Signature ► /s/ Brittany Skinner

Printed Name Brittany Skinner

