

The Order of the Court is stated below:

Dated: August 14, 2026
12:45:39 PM

/s/ BLAINE RAWSON
District Court Judge



WADE TAYLOR (10144)
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Attorney - Mediator

*Filing on behalf of both parties as a Third-Party Neutral,
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct*

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

In the matter of the marriage of

MARILYN BENNETT,

Petitioner,

and

RICHARD BENNETT,

Respondent.

DECREE OF DIVORCE

Case No. 264700970

Judge: Blaine Rawson

Commissioner: Julie Winkler

The Petitioner, MARILYN BENNETT, and the Respondent, RICHARD BENNETT, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

PERSONAL PROPERTY

1. Prior to the marriage, the parties each had individually acquired certain separate property. Each party shall be awarded any property identified as premarital or separate property, including all gifts and inheritance.
2. During the course of the marriage, the parties acquired certain items of personal property. Said personal property shall be divided among the parties in a fair and equitable fashion as agreed upon by the parties.
3. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded solely to the party from whose family it came.

VEHICLES

Vehicle	Awarded to Petitioner	Awarded to Respondent	Other
2007 Toyota 4Runner		X	There is no loan against this vehicle.
2015 Volkswagen Golf		X	There is no loan against this vehicle.
2009 Honda CR-V	X		There is no loan against this vehicle.

REAL PROPERTY

4. During the course of the marriage, the parties acquired certain parcels of real property.
5. Fairview, Wyoming Property
 - a. Partial Legal Description: T31 R119 S26. The parcel number is: 31192640038300
 - b. The parties acknowledge that the real property located in Fairview, Wyoming is currently listed for sale. Upon sale of the property, the net proceeds, after payment of customary closing costs, commissions, liens, encumbrances, and other costs of sale, shall be divided equally between the parties, with each party receiving fifty percent (50%) of the net proceeds. The parties shall cooperate in good faith and execute any documents reasonably necessary to complete the sale.
6. Modena, Utah Property
 - a. Partial Legal Description: S1/2 Lot 1077, Garden Valley Ranchos, Unit 1. The parcel number is : E-1707-0172-0001
 - b. The real property located in Modena, Utah shall be awarded solely to Respondent as Respondent's sole and separate property, free and clear of any claim by Petitioner. Petitioner shall execute any deeds, conveyances, or other documents reasonably necessary to transfer all of Petitioner's right, title, and interest in the property to Respondent.
7. Bountiful, Utah Property
 - a. Address: 700 E Center Street, Bountiful, Utah 84010

b. The real property located in Bountiful, Utah shall be awarded solely to Petitioner as Petitioner’s sole and separate property, free and clear of any claim by Respondent. Respondent shall execute any deeds, conveyances, or other documents reasonably necessary to transfer all of Respondent’s right, title, and interest in the property to Petitioner.

8. The parties shall sign any quit claim deeds or any other documents necessary to transfer title or ownership of the properties within 30 days of the entry of the Decree.

BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES,
INVESTMENT, RETIREMENT/PENSION ACCOUNTS AND OR/BUSINESS
INTERESTS

9. The parties have acquired and continue to acquire bank, profit sharing, stock options, bonuses, investment, retirement and/or pension accounts and business interests during the course of the parties’ marriage.

10. All of these accounts or assets shall be divided as follows as of the date of entry of the Decree of Divorce unless specified otherwise:

Account Description	Petitioner will Receive	Respondent will Receive	Other
America First Credit Union savings account ending 5831			Respondent shall be awarded the first \$450,000 from this account. All remaining funds shall be divided equally between the parties.
America First Credit Union checking account ending 5831	50%	50%	
American Airlines Federal Credit	50%	50%	

Union accounts ending 5330			
Respondent's Fidelity 401(K)		100%	

DEBTS AND OBLIGATIONS

11. During the course of the marriage the parties incurred certain marital debt.
12. The parties acknowledge that all credit card accounts currently have a zero-dollar (\$0.00) balance as of the date of entry of the Decree of Divorce.
13. Each party shall retain and be solely responsible for any credit card account held individually in his or her own name, including any future charges, fees, interest, or liabilities incurred thereon. Each party shall indemnify and hold the other party harmless from any liability associated with his or her individual credit card accounts.
14. All joint credit card accounts shall be closed, canceled, or otherwise terminated as soon as reasonably possible following entry of the Decree of Divorce. The parties shall cooperate in good faith to complete the closure of all joint accounts and shall each obtain separate credit card accounts, if desired.
15. Pursuant to §81-4-204(1)(e), Utah Code Annotated, the parties shall notify respective creditors or obligors, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

LIFE INSURANCE

16. Pursuant to UCA §81-4-406 (3)(d), to the extent either party owns a life insurance policy or annuity contract, such party has reviewed and, where appropriate, updated the list of beneficiaries associated with said policy or contract. Each party affirms that the

individuals currently designated as beneficiaries are, in fact, the intended beneficiaries following the entry of the Decree of Divorce. Each party further acknowledges and understands that if no changes are made to the beneficiary designations, the individuals currently listed shall remain the beneficiaries and shall receive any funds disbursed by the insurance company or annuity provider pursuant to the terms of the respective policy or contract.

ALIMONY

17. Both parties knowingly, voluntarily, and expressly waive any and all rights to receive spousal support or alimony from the other party, now and in the future. The parties acknowledge that this waiver is final, binding, and non-modifiable except by written agreement approved by the Court.

TAX RETURN

18. The parties shall file taxes for the 2026 tax year as each deem appropriate.

ATTORNEY'S FEES

19. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter.

MISCELLANEOUS

20. Both parties shall be mutually restraining from bothering, harassing, annoying, threatening, disparaging, or harming the other party at the other party's place of residence, employment or any other place.

21. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

22. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party separately or by the parties jointly.

23. This Decree of Divorce is the result of the Stipulated Settlement Agreement reached between the parties. The final documents were prepared as a service to both parties and shall not be interpreted against either as the “drafting party.”

24. Each party should execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

25. Upon the filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.

26. Petitioner may be restored to her maiden name of Pont if she so desires.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

APPROVED AS TO FORM dated August 6, 2026

*E-signed by Wade Taylor
with permission of Marilyn Bennett*

/s/ Marilyn Bennett

MARILYN BENNETT
Petitioner

APPROVED AS TO FORM dated August 6, 2026

*E-signed by Wade Taylor
with permission of Richard Bennett*

/s/ Richard Bennett

RICHARD BENNETT
Respondent

CERTIFICATE OF SERVICE & RULE 7 NOTICE

I hereby certify that on the 5th day of August 2026, I caused a true and correct copy of the foregoing *Proposed Decree of Divorce* to be served on the following by the method indicated

below. Further, the Proposed Decree shall be submitted in accordance with Rule 7 of the *Utah Rules of Civil Procedure*.

VIA E-MAIL:

MARILYN BENNETT

Petitioner

Email: bennettut69@gmail.com

RICHARD BENNETT

Respondent

Email: roybarnett58@hotmail.com

LAW OFFICES OF WADE TAYLOR

/s/ *Wade Taylor*

WADE TAYLOR

Attorney