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

In the Matter of the Marriage of:

ANNE MARIE KIRKLAND,

Petitioner,

And

DALE WILFORD KIRKLAND,

Respondent.

DECREE OF DIVORCE

Case No. 264700890 DA

Judge Michael Edwards

Commissioner Julie Winkler

The Petitioner, Anne Marie Kirkland, and the Respondent, Dale Wilford Kirkland, commenced this action by filing a *Verified Stipulated Petition for Divorce* (hereinafter Petition) on June 23, 2026, wherein they seek a decree dissolving the marriage and the marital relationship of the parties entered into by them on or about January 12, 1990.

All supporting documents having been submitted and the court being fully apprised in the premises and the law, and the court having heretofore made and entered its Findings of Fact and Conclusions of Law, does herewith ORDER, ADJUDGE AND DECREE AS FOLLOWS:

GRANTING OF DECREE DISSOLVING MARRIAGE

1. The parties are hereby granted a *Decree of Divorce* upon the grounds of irreconcilable differences, dissolving the marriage of the parties entered into by them on January 12, 1990, in the city of Centerville, Davis County, State of Utah, the same to become absolute and final upon entry of this *Decree of Divorce* by the Clerk of the Court.

2. **Alimony.** Both parties are capable of supporting themselves; therefore, it is hereby ordered that neither party shall be awarded alimony.

3. **Child Custody and Support.** There have been three (3) children born or adopted as issue of this marriage. All three (3) children have reached the age of majority as of the filing of the *Verified Stipulated Petition for Divorce*. No children are expected.

4. **Real Property – Centerville Townhouse.** During the course of the marriage, the parties acquired an interest in a home and the real property it is situated on, which property is located at 491 West 1175 North, in the city of Centerville, Davis County, State of Utah, 84014 (the “Centerville property”).

5. It is hereby ordered that the Centerville property shall be awarded to the Petitioner as her sole and separate property, with one hundred percent (100%) ownership, including all right, title, and equity therein, free and clear of any claim, interest, or encumbrance by the Respondent. It is hereby ordered that the Respondent shall have no further right, title, or interest in the property.

6. It is hereby ordered that the Petitioner shall be solely responsible for any and all mortgages, loans, liens, taxes, assessments, and any other debts or encumbrances associated with the Centerville property, whether incurred prior to or after the entry of this *Decree of Divorce*, and shall timely pay and satisfy the same. It is hereby ordered that the Petitioner shall indemnify, defend, and hold the Respondent harmless from and against any and all liability, claims, demands, or expenses arising from such obligations.

7. It is hereby ordered that the Respondent shall execute any and all documents necessary to effectuate the transfer of any interest in the Centerville property to the Petitioner, including but not limited to a Quit Claim Deed, within a reasonable time following entry of this *Decree of Divorce*.

8. **Real Property – Wyoming Ranch/Farmland.** During the course of the marriage, the parties acquired an interest in real property located at 73198 Highway 89, in the city of Smoot, Wyoming, 83126 (the “Wyoming Property”).

9. It is hereby ordered that the Wyoming Property shall be awarded to the Respondent as his sole and separate property, with one hundred percent (100%) ownership, including all right, title, and equity therein, free and clear of any claim, interest, or encumbrance by the Petitioner. It is hereby ordered that the Petitioner shall have no further right, title, interest, or claim to the property.

10. It is hereby ordered that Respondent shall assume sole responsibility

for any and all ownership interests, obligations, liabilities, debts, contracts, claims, and responsibilities associated with the Wyoming Property. This includes, but shall not be limited to, any past, present, or future: debts, loans, liens, taxes, assessments, or tax deficiencies, lawsuits or threatened lawsuits, attorney claims or fees, family disputes, contractual obligations, oral or written agreements, inheritance-related claims, equitable claims, creditor actions, and any other liabilities of any kind, whether known or unknown, arising from or related to the Wyoming Property, whether incurred before or after the entry of this *Decree of Divorce*.

11. It is hereby ordered that the Respondent shall timely pay, resolve, and satisfy all such obligations and shall use best efforts to remove the Petitioner's name from any mortgage or financial obligation associated with the Wyoming Property within a reasonable time.

12. It is hereby ordered that the Respondent shall indemnify, defend, and hold the Petitioner harmless from and against any and all claims, liabilities, lawsuits, judgments, settlements, damages, attorney fees, or expenses arising from or related in any way to the Wyoming Property, including claims based on events, agreements, or alleged obligations occurring before or after the entry of this *Decree of Divorce*.

13. It is hereby ordered that in the event the Petitioner is named in, contacted regarding, or required to respond to any claim, dispute, or litigation involving the Wyoming Property, the Respondent shall be solely responsible for all attorney fees,

defense costs, settlements, judgments, and related expenses incurred by the Petitioner.

14. It is hereby ordered that the Petitioner shall have no responsibility or liability whatsoever for the Wyoming Property or any associated debts, claims, agreements, or obligations, whether known or unknown.

15. **Businesses and Associated Liabilities.** It is hereby ordered that the businesses known as Flat Creek Electric and Kirkland Electric shall be awarded to the Respondent as his sole and separate property, together with all assets, income, accounts, equipment, goodwill, and any other interests associated therewith, free and clear of any claim by the Petitioner.

16. The parties have acknowledged that Respondent was previously involved in a business matter that was resolved and settled on or about December 31, 2024, and that, upon information and belief, the parties to that matter divided all funds and assets and executed mutual releases. Notwithstanding said resolution, it is hereby ordered that the Respondent shall be solely responsible for any and all liabilities, obligations, or claims arising from or related to that business matter, whether currently known or later discovered.

17. It is hereby ordered the Respondent shall be solely responsible for any and all debts, liabilities, obligations, taxes, penalties, deficiencies, claims, or expenses associated with Flat Creek Electric, Kirkland Electric, and/or any other business interests, ventures, side work, or self-employment activities of the Respondent, whether

formal or informal, including but shall not be limited to electrical work, handyman services, independent contracting, or similar activities, whether incurred prior to or after the entry of this *Decree of Divorce*, and whether now known or hereafter discovered. This includes, but shall not be limited to, business loans, lines of credit, tax liabilities, audits, accounts payable, payroll obligations, contractual liabilities, lawsuits, claims, or judgments.

18. It is hereby ordered that the Respondent shall indemnify, defend, and hold the Petitioner harmless from and against any and all such liabilities, claims, demands, damages, losses, costs, or expenses (including attorney fees) arising from or related to any of the Respondent's business interests or activities, whether occurring before or after the division of assets and entry of this *Decree of Divorce*.

19. It is hereby ordered that the Petitioner shall have no responsibility or liability whatsoever for any business-related debts, obligations, or claims associated with the Respondent.

20. **Personal Property.** During the course of the marriage, the parties have acquired certain household goods, furnishings, fixtures, appliances, and other personal property, which have been divided between them in a satisfactory manner, and shall be approved by the Court.

21. The parties acquired an interest in motor vehicles, to-wit: a 2017 Honda CRV, and a 2017 Ford F150.

22. It is hereby ordered that the Petitioner shall be awarded the 2017 Honda CRV, and the Respondent shall be awarded the 2017 Ford F150.

23. It is hereby ordered that each party shall be awarded their respective vehicle(s), free and clear of any claim by the other, together with all associated responsibilities. This shall include full responsibility for any loans, liens, indebtedness, insurance, registration, licensing, taxes, maintenance, repairs, and all costs of operation and care relating to the vehicle awarded to them. It is hereby ordered that each party shall indemnify and hold the other harmless from any obligation, expense, or liability connected to the vehicle awarded to that party.

24. **Bank Accounts/Financial Assets.** That during the course of the marriage, the parties have acquired various bank accounts and financial assets.

25. It is hereby ordered that the joint bank account (identified as follows) shall be awarded to the Petitioner as her sole and separate property:

Account Type	Account Number
America First Credit Union Joint Checking and Savings	--0873

26. It is hereby ordered that the Respondent shall have no further right, title, interest, or claim to said account or the funds contained therein. It is hereby ordered that the Petitioner shall be entitled to all monies currently in the account and any deposits made thereafter.

27. It is hereby ordered that they shall take all necessary steps to remove the Respondent's name from the account within a reasonable time following entry of this

Decree of Divorce. It is hereby ordered that the Respondent shall execute any and all documents required by the financial institution to effectuate his removal.

28. It is hereby ordered that the Petitioner shall be solely responsible for any and all transactions, obligations, or liabilities associated with the account after the removal of the Respondent's name, and shall indemnify and hold the Respondent harmless therefrom.

29. It is hereby ordered that the Petitioner shall be awarded the following bank accounts and financial assets, free and clear of any claim from the Respondent:

Account Type	Account Number
America First Credit Union Personal Checking, Savings, and Money Market	--2709

30. It is hereby ordered that the Respondent shall be awarded the following bank accounts and financial assets, free and clear of any claim from the Petitioner:

Account Type	Account Number
America First Credit Union Personal Checking, Savings, and Money Market	--9511
First Bank of Wyoming, Division of Glacier Bank Checking and Savings	--7503

31. **Debts and Obligations.** During the course of the marriage, the parties incurred various debts and obligations.

32. It is hereby ordered that the Petitioner shall be ordered to assume, pay, discharge, and hold the Respondent harmless from the following debts and obligations:

Debt:	Account No.:	Amount:
Costco Visa Credit Card	--7486	\$0.00

American Express Credit Card	--1006	\$0.00
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33. It is hereby ordered that the Petitioner shall indemnify and hold the Respondent harmless on all debts and obligations that the Petitioner is ordered to pay. Such hold-harmless requirement is a debt to a spouse within the meaning of 11 U.S.C. §523(a)(15).

34. It is hereby ordered that the Respondent shall be ordered to assume, pay, discharge, and hold the Petitioner harmless from the following debts and obligations:

Debt:	Account No.:	Amount:
First Bank of Wyoming, Division of Glacier Bank	39204260000704	\$464,400.00
First Bank of Wyoming, Division of Glacier Bank	3905260000395	\$10,354.18
America First Credit Union Credit Card	--5116	\$0
Carnival Barclay Credit Card	--5292	\$0

35. It is hereby ordered that the Respondent shall indemnify and hold the Petitioner harmless on all debts and obligations that the Respondent is ordered to pay. Such hold-harmless requirement is a debt to a spouse within the meaning of 11 U.S.C. §523(a)(15).

36. It is hereby ordered that each party shall pay, discharge, and hold the other party harmless from those debts and obligations which they may have incurred individually since the date of the filing of this action.

37. It is hereby ordered that each party shall pay, discharge, and hold the other party harmless from those debts and obligations which they may have incurred individually since March 30, 2026.

38. It is hereby ordered that, pursuant to Utah Code Ann. § 81-4-406, as amended, the parties shall be ordered to notify each of their creditors, and such notice shall inform each creditor which party is primarily liable for the debt, with that creditor following the entry of a *Decree of Divorce* in this matter. It is hereby ordered that each party shall be required to provide the creditor with the names and addresses of both parties.

39. It is hereby ordered that if either party is obligated on a joint-secured debt, the payment of that debt shall remain current. It is hereby ordered that, in the event that a payment is not made in a timely manner, the secured asset shall be placed for sale to protect the joint debtors. It is hereby ordered that a party who makes payments on a delinquent asset that the other party is ordered to pay shall be entitled to seek reimbursement of those payments, in addition to interest and attorney fees, from the other party who failed to pay the debt in a timely manner.

40. It is hereby ordered that the allocation of joint debts is an integral part of the financial settlement and support payments in this proceeding and shall be considered in the nature of support to the other party. As a result, it is hereby ordered that the parties shall not discharge the debts in bankruptcy if doing so would cause the non-bankrupt party to be liable for the debt. The parties shall understand that this provision may not be binding on the Bankruptcy Court.

41. It is hereby ordered that they shall each be required to make their best

efforts to remove each other from any joint debts, obligations, loans, etc., by refinancing the debt, obligation, loan, etc., into their sole name.

42. **Taxes.** It is hereby ordered that the parties shall file separate federal and state income tax returns for the tax year 2026.

43. It is hereby ordered that any refund to which either party is entitled shall be awarded to that party as his or her own separate property, free and clear of any claim by the other.

44. It is hereby ordered that any tax liability of either party shall be the sole obligation of said party, holding the other harmless therefrom.

MISCELLANEOUS PROVISIONS

45. **Pension and Retirement Accounts.** That during the course of the marriage, the parties acquired an interest in retirement plans, defined contribution plans, and/or defined benefit plans.

46. It is hereby ordered that each party shall be awarded their respective retirement plans, defined contribution plans, and/or defined benefit plans, free and clear of any claim by the other.

47. **Disclosure of Accounts.** It is hereby ordered to divide any accounts that were not disclosed equally between them. More particularly, in the event either party is found to have concealed or hidden from or refrained from disclosing or revealing to the other any asset or liability of the parties, then It is hereby ordered that the other party

shall be entitled to (i) such asset free of any claim of the other party and/or (ii) complete indemnification from such party with respect to such concealed liability.

48. Mutual Restraining Orders. It is hereby ordered that they shall be mutually restrained and enjoined from bothering, harassing, annoying, threatening, or harming each other at either party's place of residence, employment, or any other place. Both parties shall be ordered to be civil and respectful in their communications with one another. It is hereby ordered that both parties shall be restrained from making false allegations about the other party to professional licensing agencies, DCFS, police, Facebook, other social networking sites, or any other public forum.

49. Rule 70. It is hereby ordered that each party shall be ordered to execute and deliver to the other any documents necessary to implement the provisions of the *Decree of Divorce* entered by the Court.

50. It is hereby ordered that should a party fail to execute a document within sixty (60) days of the entry of this *Decree of Divorce*, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70, Utah Rules of Civil Procedure.

51. It is hereby ordered that any document executed pursuant to Rule 70 has the same force and effect as if executed by the disobedient party.

52. Enforcement. It is hereby ordered that, before a party brings a matter

before the Court for enforcement, the matter shall be referred to mediation, and that the mediation shall be attended in good faith.

53. It is hereby ordered that any party that must enforce the Court's orders and is successful in its enforcement shall be entitled to attorney's fees for said enforcement.

54. **Maiden Name.** It is hereby ordered that the Petitioner shall have her maiden/former name, JENSEN, restored to her, should she so desire.

55. **Attorney's Fees.** It is hereby ordered that each party shall assume their own costs and attorney's fees incurred in prosecuting this action.

*****END OF ORDER*****

PURSUANT TO RULE 10, UTAH RULES OF CIVIL PROCEDURE, AND RULE 4-503, UTAH RULES OF JUDICIAL ADMINISTRATION, THE DATE, SEAL, AND SIGNATURE OF THE COURT APPEAR AT THE TOP OF PAGE ONE OF THIS DOCUMENT.

NOTICE PURSUANT TO RULE 7 (j)(4) OF THE UTAH RULES OF CIVIL PROCEDURE TO THE RESPONDENT:

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, the Decree of Divorce prepared by the Petitioner shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of service of this notice.

DATED this 23rd day of July 2026.

/s/ Mitchell S. Wall
MITCHELL S. WALL
Attorney for Petitioner

APPROVED AS TO FORM this 23rd day of July 2026.

/s/ Dale Wilford Kirkland *signed with email permission*
DALE WILFORD KIRKLAND

Respondent

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing Decree of Divorce was [X] Emailed and [X] Electronically Filed on the 23rd day of July 2026, to the following:

Dale Wilford Kirkland
Respondent
wattsdk@hotmail.com

/s/ Frances I. Helsten
Paralegal