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

In the Matter of the Marriage of:

JAMES E. TAYLOR,
Petitioner

and

MARIAN L. HOWE-TAYLOR,
Respondent

DECREE OF DIVORCE

Case No. 264700428

Judge: Joseph Bean

Commissioner: Julie Winkler

This matter comes before the Court upon the parties' Stipulation and Settlement Agreement filed herein. The Court, having reviewed the parties' signed Stipulation and Settlement Agreement, the pleadings and record in this matter, and having entered its Findings of Fact and Conclusions of Law, hereby enters the following Decree of Divorce.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Residency: The Petitioner is a bona fide resident of Davis County, State of Utah, and has been for three months immediately prior to the filing of this action.
2. Marriage Statistics: The parties were married on August 8, 1998 in Las Vegas, Nevada, and are presently married.

3. Grounds: The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.
4. Dispute Resolution. If the parties have any future disagreement pertaining to their divorce documents generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

5. Real Property The parties own the real property located at 2264 N. 900 W. Layton, UT 84040 (the "Property").
6. James shall have the exclusive right to retain the Property, provided he complies with the terms of this Decree.
7. As part of the equitable division of the marital estate, James shall pay Marian One Hundred Thousand Dollars (\$100,000.00) representing Marian's share of the equity in the Property.
8. James shall pay Marian the sum of \$100,000.00 within ninety (90) days after entry of the Decree of Divorce. James may satisfy this obligation through refinancing, cash payment, or any other lawful means. Upon refinancing the Property, or upon the sale of the Property, James shall ensure that Marian is immediately and fully released from

any liability or obligation associated with the mortgage or other indebtedness secured by the Property.

9. Marian shall have the right to reside in the Property through December 31, 2026, regardless of whether she receives the full \$100,000.00 payment before that date. If Marian has not received the full \$100,000.00 payment by December 31, 2026, Marian shall continue to have the exclusive right to reside in the Property until she receives the full \$100,000.00 payment. Marian's continued occupancy shall not constitute rent, alimony, or any offset against the \$100,000.00 owed to her. Until Marian receives the full \$100,000.00 payment or the Property is sold, James shall timely pay all expenses associated with the Property, including but not limited to:

- a. the monthly mortgage payment;
- b. property taxes;
- c. homeowner's insurance;
- d. homeowner association dues, if any;
- e. all utilities serving the Property; and
- f. all ordinary maintenance and repairs necessary to preserve the Property.

10. Upon James not able to refinance the home, but upon the home being listed for sale, Marian shall have a judgment lien against the Property in the principal amount of \$100,000.00. Marian may record a certified copy of this Decree or an abstract of judgment to perfect the lien. James shall execute any documents reasonably necessary to facilitate the recording of the lien. Marian shall promptly release the lien upon receipt of the full \$100,000.00 payment.

11. James shall not further encumber, refinance, transfer, sell, or otherwise dispose of the Property without Marian's written consent until Marian has been paid the \$100,000.00 owed under this paragraph, except for a refinance undertaken solely for the purpose of satisfying this obligation.

12. If James fails to pay Marian the full \$100,000.00 within ninety (90) days after entry of the Decree, the Property shall immediately be listed for sale with a licensed real estate broker mutually agreed upon by the parties.

13. The parties shall cooperate in good faith with the listing and sale of the Property and shall execute all documents reasonably necessary to complete the sale. If either party refuses or fails to execute any document necessary to complete the sale, the Court may appoint a commissioner pursuant to Rule 70 of the Utah Rules of Civil Procedure to execute the necessary documents on that party's behalf.

14. Upon closing of the sale, the proceeds shall be distributed in the following order:

- a. Payment of customary costs of sale, including realtor commissions, escrow fees, title fees, and closing costs;
- b. Payment in full of all mortgages, deeds of trust, and liens superior to Marian's lien;
- c. Payment of \$100,000.00 to Marian; and
- d. The remaining net sale proceeds to James.

15. Personal Property. During the marriage the parties acquired various items of personal property. Said items of personal property shall be awarded and divided as follows, subject to any debt thereon:

a. James:

- i. Personal belongings and effects
- ii. Items acquired previous to marriage
- iii. F-15- truck
- iv. Porsche

b. Marian:

- i. Personal belongings and effects
- ii. Items acquired previous to marriage
- iii. Items currently in her possession
- iv. Cadillac

c. All other personal property shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation within 120 days of the entry of the decree of Divorce. If they still cannot agree, either may bring a motion within 180 days of the Decree of Divorce to have the court make a determination by motion, without disturbing the remaining provisions of this document. After the 180 days, unless a motion is pending with the court, the personal property shall be awarded as held at that time.

16. Inheritances. The parties are awarded any items and monies received from inheritances.

17. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
Debts in James's Name	James
Debts in Marian's Name	Marian

a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.

b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

18. Checking And Saving Accounts. Each party shall be awarded their individual checking and savings accounts in their names.

19. Retirement Accounts: During the marriage the parties' accrued various retirement accounts. The parties will divide said accounts as follows:

20. **Marian's TIAA Retirement Account**. Marian shall be awarded, as her sole and separate property, one hundred percent (100%) of all right, title, and interest in and to her TIAA retirement account, including all contributions, earnings, appreciation, and annuity

benefits associated with that account. James waives any claim to Marian's TIAA account. Marian may elect any distribution or annuity option available under the plan, including the anticipated lifetime annuity, without further consent from James.

21. **James's FERS Retirement Benefits.** James shall be awarded, as his sole and separate property, one hundred percent (100%) of all right, title, and interest in and to his Federal Employees Retirement System ("FERS") retirement benefits, including one hundred percent (100%) of his monthly annuity and related retirement benefits payable during his lifetime. Marian waives any claim to a portion of James's monthly FERS annuity.

22. Notwithstanding the foregoing, Marian shall have the option, in her sole discretion, to elect a former-spouse survivor annuity with respect to James's FERS retirement benefits, to the maximum extent permitted by the plan and applicable federal law. Marian shall be responsible for the full cost associated with any former-spouse survivor annuity she elects.

23. The parties shall cooperate in obtaining information from the Office of Personnel Management ("OPM"), or other appropriate source, regarding the amount of the survivor benefit available to Marian. After receiving sufficient information regarding the available benefit and its cost, Marian may elect whether to obtain the former-spouse survivor annuity.

24. If Marian elects the survivor annuity, James shall fully cooperate and timely execute all documents, elections, applications, and other instruments necessary to establish and preserve Marian's former-spouse survivor annuity.

25. If Marian elects not to obtain the FERS former-spouse survivor annuity, she shall have no obligation to pay any cost associated therewith.

26. **James's Military Retirement Benefits.** James shall be awarded, as his sole and separate property, one hundred percent (100%) of all right, title, and interest in and to his military retirement benefits payable during his lifetime. Marian waives any claim to a division or portion of James's monthly military retired pay.

27. Notwithstanding the foregoing, Marian shall have the option, in her sole discretion, to elect former-spouse coverage under the military Survivor Benefit Plan ("SBP"), to the maximum extent available under James's existing military retirement and SBP elections and applicable federal law. Marian shall be responsible for the full premium or other cost associated with any former-spouse SBP coverage she elects.

28. The parties shall cooperate in obtaining information from the Defense Finance and Accounting Service ("DFAS"), or other appropriate source, regarding Marian's eligibility for former-spouse SBP coverage, the amount of the survivor benefit available, and the premium or other cost associated with such coverage. After receiving sufficient information regarding the available benefit and its cost, Marian may elect whether to obtain the former-spouse SBP coverage.

29. If Marian elects former-spouse SBP coverage, James shall fully cooperate and timely execute and submit all elections, forms, applications, and other documents necessary to establish and preserve the coverage.

30. If Marian elects not to obtain former-spouse SBP coverage, she shall have no obligation to pay any premium or cost associated therewith.

31. **Other Retirement and Government Benefits.** James shall retain, as his sole and separate property, his military retirement benefits, Veterans Affairs disability benefits, Social Security benefits, and any other retirement or governmental benefits presently paid to or held by him. Marian shall retain, as her sole and separate property, her Social Security benefits and any other retirement benefits presently paid to or held by her, except as otherwise expressly provided in this Decree.

32. **Retirement Orders and Implementation.** Any COAP, military retirement order, SBP order, or other retirement division or implementation order necessary to effectuate the provisions set forth above shall be prepared by Jill Sanders or Rori Hendrix or a person of Marian's choice. The parties shall cooperate fully with the preparation, submission, approval, and implementation of all such orders and shall timely execute any documents reasonably necessary to effectuate the terms of this Decree. The reasonable fees and costs charged by Jill Sanders, Rori Hendrix, or whomever Marian chooses for preparing the necessary retirement orders shall be paid by Marian.

33. The parties shall execute and submit all forms, elections, applications, and other documents reasonably necessary to ensure that Marian receives the FERS former-spouse survivor annuity and military former-spouse SBP coverage awarded herein. Neither party shall take any action inconsistent with, or that would defeat, the survivor benefits awarded to Marian under this Decree.

34. If any specific language is required to effectuate the division of the retirements listed above, the parties shall cooperate accordingly.

35. Business. The parties do not own or have interest in any business.

36. Alimony. James shall pay Marian alimony in the amount of One Thousand Five Hundred Dollars (\$1,500.00) per month. The first payment shall be due on the first month after Marian moves out of the home, and payments shall continue to be on the first day of each month thereafter.

a. Duration. The parties were married on August 8, 1998. The parties agree that James shall pay alimony to Marian for a period equal to the duration of the marriage. Accordingly, James's alimony obligation shall continue for 336 months from the first month alimony is paid, approximate into the year 2054, unless sooner terminated by Marian's death, remarriage, or cohabitation as provided herein.

b. Employment and Retirement. The parties acknowledge that both James and Marian are presently employed and that both anticipate retiring in the future. The parties further acknowledge that Marian is expected to retire in the near future and, upon retirement, may receive income from her TIAA retirement account, Social Security and/or disability benefits, and other retirement sources awarded to her under this Decree.

c. The parties expressly agree that the amount and duration of alimony set forth herein were negotiated with full consideration of the parties' present employment income, their anticipated retirements, and their anticipated post-

retirement income. Accordingly, Marian's continued employment, her anticipated retirement, and the commencement or receipt of her anticipated retirement, Social Security, and/or disability income shall not, individually or collectively, constitute a basis to terminate, reduce, suspend, or otherwise modify James's alimony obligation.

d. Likewise, James's continued employment, any increase or decrease in James's employment income, his anticipated retirement, and the commencement or receipt of his anticipated retirement, Social Security, pension, disability, and/or other retirement income shall not, individually or collectively, constitute a basis to increase, decrease, terminate, suspend, or otherwise modify the agreed alimony obligation. The parties expressly acknowledge that these anticipated circumstances were contemplated and considered in reaching the agreed alimony award of \$1,500.00 per month.

e. Integrated Settlement. The parties acknowledge that this alimony provision is an integral part of their overall settlement agreement, including the division of the marital residence, retirement assets, and other marital property. The amount and duration of alimony were negotiated in reliance upon the entire settlement and with consideration of the parties' present and anticipated future financial circumstances as specifically identified in the paragraphs above. The circumstances expressly contemplated in the paragraphs above, including the parties' anticipated retirements and commencement or receipt of the anticipated

income identified therein, shall not constitute a basis for modification of the agreed alimony obligation.

f. Termination. Alimony shall terminate upon the first to occur of:

- i. James's payment of the 336 monthly alimony payment;
- ii. Marian's death;
- iii. Marian's remarriage;
- iv. Marian's cohabitation as defined by Utah law; or
- v. James' death.

g. Method of Payment. James shall make each alimony payment on or before the first day of each month by electronic transfer, check, or other mutually agreed method.

37. Name: Marian will be allowed to be restored to her maiden name if she so desires.

38. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

39. Independent Advice of Counsel: The parties respectively acknowledge that the mediator specifically encouraged the parties to get independent legal advice by counsel of their own selection to be fully informed as to their legal rights and obligations. The parties acknowledge that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.

40. Full Disclosure: 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.

41. Attorney's Fees and Costs: Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

42. Finalization of the Case. The parties will work together cooperatively via email through their attorneys to finalize the divorce case. They will follow the timelines in Utah R. Civ. P. 7(j) in presenting proposed drafts and approving them via email.

END OF ORDER

****THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT THE TOP OF DOCUMENT WHEN SIGNED AND ENTERED BY THE COURT****

APPROVED AS TO FORM:

/s/

Jeremy Atwood, signed with permission

JEREMY ATWOOD
Attorney for Petitioner

Rule 7

NOTICE:

You will please take notice that the undersigned, attorney for Respondent, will submit the above and foregoing Decree of Divorce to the Judge, for his signature upon the expiration of seven (7) days, unless written objection is filed prior to that time, pursuant to Rule 7(j)(4) of the Rules of Civil Procedure. Kindly govern yourself accordingly.

DATED this 31st day of August 2026

/s/: *Daniel Murphy*
Daniel Murphy
Attorney at Law

CERTIFICATE OF SERVICE

I certify that I by email sent a true and correct copy of the foregoing Decree of Divorce to the following:

Jeremy Atwood, email
Attorney for Petitioner

Dated this 3rd day of August 2026

/s/Daniel Murphy
Attorney