



J. Jarom Bishop (12297)
Laura Nelson (19634)
BISHOP LAW, P.C.
 1771 North Main Street
 Layton, Utah 84041
 Telephone: (801) 452-6007
 Email: laura@jjbishopl原因.com
 Please cc: ally@jjbishopl原因.com

Attorney for Petitioner

IN THE SECOND JUDICIAL DISTRICT COURT

COUNTY OF WEBER, STATE OF UTAH

In the Matter of the Marriage of:	DECREE OF DIVORCE
AMANDA M. NEESE, Petitioner, and	Civil No: 264900541
KENNETH D. NEESE, Respondent.	Judge: Camille Neider Commissioner: Brandon Richards

Petitioner, AMANDA NEESE, having filed a *Petition for Divorce* against the Respondent, KENNETH NEESE, having filed an *Answer and Counterpetition* and the parties having reached a final resolution by through *Stipulation* resolving all remaining issues and the Court having received and entered it's *Findings of Fact and Conclusions of Law*; and now being fully advised in the premises, does hereby **ORDER, ADJUDGE, and DECREE** as follows:

- 1 **Grounds.** The parties are granted a decree of divorce upon the grounds of irreconcilable differences.
- 2 **Children.** The parties have two children together; both children have emancipated.
- 3 **Real Property.** The marital home and real property located at **4252 West 5825 South in Roy, Utah** shall be handled as follows:

- 4 Amanda shall have the opportunity to conduct a buyout of Kenneth's interest in the property for the total sum of \$60,000.00. The terms of the buyout are as follows-
- 5 Pending completion of the buyout, Amanda is awarded exclusive use and occupancy of the property, being solely responsible for the mortgage, heloc and solar panel loan payments, taxes, insurance, all utilities and routine/regular upkeep and maintenance in connection with the property.
- 6 Pending completion of the buyout, Amanda shall pay to Kenneth the sum of \$2,300.00 per month, commencing the month of July of 2026 until completion of the buyout. These payments shall not be deducted from the \$60,000.00 buyout sum due to Kenneth.
- 7 Within five months of the date of entry of the decree, Amanda shall complete the following-
- 8 Refinance, assume or otherwise finance the mortgage, heloc and solar panel loans on the property in order to remove Kenneth from these obligations.
- 9 Pay to Kenneth the sum of \$60,000.00, as set forth at Paragraph 3(a) above. Upon payment of this sum to Kenneth, the monthly payments addressed at Paragraph 3(a)(ii) above shall cease and forever terminate.
- 10 Kenneth shall cooperate with Amanda's efforts to remove him from the mortgage, heloc and solar panel loans and obtain financing to pay his equity interest, including completing and signing any forms necessary in order to effectuate the

buyout.

- 11 Upon completion of the buyout, Amanda is awarded the property as her sole and separate property free and clear of any claim or interest of Kenneth, together with all equity therein and subject to all debt and encumbrance thereon; which she shall hold him harmless from. In conjunction with this, Kenneth shall execute a quitclaim deed (or other type of deed if required by a lender) in order to deed the property to Amanda in its entirety.
- 12 Should Amanda fail to complete the buyout in accordance with the terms and deadlines set forth above; then the property shall be promptly listed for sale and sold. In the event of a sale of the property, the following provisions shall apply-
- 13 The property shall be placed/listed for sale with a mutually selected and agreed-upon realtor. Both parties must mutually agree to the listing price. All offers and/or counter-offers must be agreed upon by both parties in writing prior to being made to a potential buyer. No offer or counteroffer may be accepted without the prior written approval of both parties.
- 14 Any repairs required by law as a condition to sell shall be shared equally by the parties.
- 15 Both parties shall exercise every reasonable and good faith effort to sell the property and cooperate with the realtor in all respects in order to sell the property in a timely fashion including accommodating showings and

following the reasonable recommendations of the realtor regarding pricing.

- 16 Pending the sale, Amanda may continue to reside in the property until it is sold, being solely responsible for the mortgage, heloc and solar panel payments, taxes, insurance, all utilities and routine/regular upkeep and maintenance in connection with the property; keeping the property in marketable condition.
- 17 Pending the sale, Amanda will continue to pay to Kenneth the \$2,300.00 monthly payments. In connection with this, the following shall apply—
 - 18 All payments made by Amanda from July of 2026 until expiration of the buyout deadline set forth at Paragraph 3(a)(iii) above are awarded to Kenneth as his sole and separate property free and clear of any claim or interest of Amanda, and shall not be deducted from his share of the net sale proceeds in connection with sale of the home.
 - 19 All payments made by Amanda after expiration of the buyout deadline set forth at Paragraph 3(a)(iii), until the house is sold shall be deducted from Kenneth's share of the net sale proceeds in connection with sale of the home.
 - 20 Upon sale of the home, the monthly payments to Kenneth shall cease and forever terminate.
- 21 Upon the sale of the property, the sale proceeds shall be used to pay in full and retire the mortgage, heloc and solar panel loans; together with paying the costs of the sale, including closing costs and commissions. Once these

obligations are satisfied and the sale costs paid, each party is awarded one-half (1/2) of the net proceeds from the sale. Once each party's share of the net sale proceeds is calculated, all payments made to Kenneth pursuant to Paragraph 3(b)(v)(B) above will be deducted from Kenneth's share of the net sale proceeds and added to Amanda's share of the net sale proceeds.

·22 **Personal Property.** The parties have heretofore divided the personal property among themselves by agreement, and each party shall keep the personal property in his or her possession as of the date of this Stipulation as a full and complete division of personal property, with the exception of the following items which are presently in Amanda's possession but are awarded to Kenneth:

- 23 Boat
- 24 Smoker
- 25 Rocking Chair
- 26 All Kenneth's power tools (Everything in the attachment "6_02 Power Tools.docx")
- 27 Battery powered lawnmower, blower, weed eater, batteries, and chargers (EGO brand)
- 28 The firearms awarded to Kenneth on Amanda's Gun Inventory Count Sheet and the following:
 - 29 -Smith & Wesson .380
 - 30 -Anderson AM-15 .223 (Kenneth's AR)
 - 31 -Riley Defense AK-47 (Kenneth's AK-47)
 - 32 -45-70 Rifle
 - 33 -Marlin .22 (from Kenneth's grandfather)
 - 34 100% of the ammo used solely for his guns (.762) and ½ of ammo that is used by both parties (.22 and .556).
 - 35 Kenneth's leather & vinyl for his truck (orange)

- 36 Ice Fishing Equipment (poles (6), sleds, auger, tents (2), and other equipment)
- Kenneth will pick up these items at 3:00 p.m. on 6/4/26. If any items are too large/heavy to be moved on 6/4/26, then the parties will cooperate in order to arrange a follow up date and time for Kenneth to pick up any remaining items, which will take place within thirty days of the date of this Stipulation.
- 37 **Vehicles:** The 2016 Kia, including title was transferred to the parties' daughter and the 2009 Honda, including title was transferred to Amanda's dad. Both parties are in full agreement with these transactions.
- 38 Amanda is awarded the 2023 Toyota 4-Runner, 2024 Chevy Silverado, 2019 Dodge Ram 2500, 2023 flatbed trailer, 2008 pop up trailer and 2017 Walter trailer as her sole and separate property free and clear of any claim or interest of Kenneth; subject to all debt, liability and encumbrance thereon. Within 30 days of the date of this Stipulation, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.
- 39 Kenneth is awarded the 2023 Toyota Tacoma, 2022 Salem trailer, 2019 boat and 2022 utility trailer as his sole and separate property free and clear of any claim or interest of Amanda; subject to all debt, liability and encumbrance thereon. Within 30 days of the date of this Stipulation, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.
- 40 **Debts:** The debts shall be divided as follows:
- 41 Amanda

- 42 GWCU (4-Runner)— Within five months of the date of entry of the decree, Amanda will pay off, refinance, assume or otherwise finance this debt in order to remove Kenneth's name from the loan and from any liability on the obligation, with Kenneth to cooperate with this, including completing and signing any required forms.
- 43 GWCU (Chevy)— Within five months of the date of entry of the decree, Amanda will pay off, refinance, assume or otherwise finance this debt in order to remove Kenneth's name from the loan and from any liability on the obligation, with Kenneth to cooperate with this, including completing and signing any required forms.
- 44 401(k) loan
- 45 American Express Delta credit card
- 46 Citi Diamond credit card
- 47 US Bank Visa credit card
- 48 SBA loan
- 49 Home Depot credit card
- 50 Lowes credit card
- 51 GWCU Visa (#5318)
- 52 GWCU line of credit (#9825)—Kenneth shall not make any debits, charges, transfers or withdrawals of any kind from the line of credit.
- 53 RC Willey
- 54 Any other credit cards solely in her name, any debts incurred solely by her and/or in her name, and any other debts incurred solely by her since the date of separation on 3/15/26
- 55 Her own medical and dental expenses
- 56 Kenneth
 - 57 GWCU (Tacoma)— Within 30 days of the date Kenneth receives payment of his share of the equity in the real property identified at Paragraph 3 above, Kenneth will pay off, refinance, assume or otherwise finance this debt in order to remove Amanda's name from the loan and from any liability on the obligation, with Amanda to cooperate with this, including completing and signing any required forms. Amanda will pay the June 2026 payment for this loan. Commencing the month of July of 2026 and thereafter, Kenneth is solely responsible to pay the monthly payments on the loan.
 - 58 MACU (Salem trailer)— Commencing the month of June of 2026 and thereafter, Kenneth is solely responsible to pay the monthly payments on the loan.

- 59 MACU (boat)—Amanda will pay the June 2026 payment for this loan. Commencing the month of July of 2026 and thereafter, Kenneth is solely responsible to pay the monthly payments on the loan.
- 60 Dodge Mastercard—Amanda will pay the minimum payment on this debt for the month of June 2026. Commencing the month of July of 2026 and thereafter, Kenneth is solely responsible to pay the minimum monthly payments on the debt.
- 61 Scheels credit card—Amanda will pay the minimum payment on this debt for the month of June 2026. Commencing the month of July of 2026 and thereafter, Kenneth is solely responsible to pay the minimum monthly payments on the debt.
- 62 Cabela's Capital One credit card—Commencing the month of June of 2026 and thereafter, Kenneth is solely responsible to pay the minimum monthly payments on the debt.
- 63 Synchrony Bank credit card—Commencing the month of June of 2026 and thereafter, Kenneth is solely responsible to pay the minimum monthly payments on the debt.
- 64 Smith's American Express—Amanda will pay the minimum payment on this debt for the month of June 2026. Commencing the month of July of 2026 and thereafter, Kenneth is solely responsible to pay the minimum monthly payments on the debt.
- 65 Affirm loan/line of credit (massage)—Amanda will pay the minimum payment on this debt for the month of June 2026. Commencing the month of July of 2026 and thereafter, Kenneth is solely responsible to pay the minimum monthly payments on the debt.
- 66 Affirm loan/line of credit (hot tub)—Commencing the month of June of 2026 and thereafter, Kenneth is solely responsible to pay the monthly payments on the loan.
- 67 Mountain Orthopedics (Kenneth's medical)—Amanda will pay the minimum payment on this debt for the month of June 2026. Commencing the month of July of 2026 and thereafter, Kenneth is solely responsible to pay the minimum monthly payments on the debt.
- 68 Any other credit cards solely in his name, any other debts incurred solely by him and/or in his name, and any debts incurred solely by him since the date of separation on 3/15/26
- 69 His own medical and dental expenses

Each party shall indemnify and hold the other party harmless from the debts and obligations assigned to them above.

·70 The loans owing to Rocket for the mortgage, MACU for the heloc and Regions Bank for the solar panels in connection with the real property identified at Paragraph 3 above shall be handled as follows:

·71 The loans are joint marital obligations.

·72 Amanda shall continue to service the monthly payments on the loans pending a refinance/other financing/assumption or sale of the property as addressed at Paragraph 3 above.

·73 In the event of a refinance/other financing/assumption, Kenneth will be removed from the obligations and Amanda will be solely responsible for the obligations.

·74 In the event of a sale, the loans will be satisfied and paid in full out of the sale proceeds, thereby extinguishing the obligations.

·75 **Retirement.** The retirement and investment accounts will be handled as follows:

·76 The Edward Jones IRA account in Kenneth's name has been closed and the funds in the account allocated to the mutual agreement and satisfaction of the parties as part of this global settlement.

·77 QDRO. Amanda's Fidelity 401(k) account shall be valued as of the date of entry of the decree of divorce, with any remaining outstanding loan balance owing as of the date of entry of the decree to be deducted from the value of the account (ie. the account value for purposes of division is the account value, less

any outstanding loan obligation), in order to arrive at the total value of the account. Each party is awarded one half of the value of the account, together with gains and losses on their respective portions of the account which accrue from the date of entry of the decree until the date of segregation of the account. Kenneth's share of the account shall be allocated to him via QDRO or other Court order or means of transfer required by the Plan. No transfers, withdrawals or loans shall be made or taken from the account until the QDRO is implemented or the transfer to Kenneth is completed. Any order/(Q)DRO and/or other form(s) required in order to effectuate division of the retirement account shall be prepared by Rori Hendrix, with the parties to share equally the preparation costs. The parties shall cooperate in order to provide to Rori any requested documents and information (including but not limited to statements) needed in conjunction with preparation, and shall also complete and sign any form(s) and/or other document(s) required in order to complete division of the account. Any division order and/or form(s)/document(s) shall be subject to both party's review and approval prior to being filed with the Court. The parties shall share equally any fees charged by the plan in connection with implementation of division of the account. After implementation of the QDRO or completion of the transfer to Kenneth, the remaining balance of the account is awarded to Amanda as her sole and separate property free and clear of any claim or interest of Kenneth.

·78 **Accounts.** The financial institution accounts shall be handled as follows:

·79 The joint account at GWCU (#9825), together with all funds therein, are awarded

to Amanda as her sole and separate property free and clear of any claim or interest of Kenneth. The parties shall cooperate in order to complete and sign any forms necessary to remove Kenneth from the account, which shall be completed within 30 days of Kenneth removing Amanda from the Tacoma loan. Kenneth shall not make any withdrawals, transfers or debits of any kind from the account.

·80 The joint account at MACU (#4134), together with all funds therein, are awarded to Kenneth as his sole and separate property free and clear of any claim or interest of Amanda. The parties shall cooperate in order to complete and sign any forms necessary to remove Amanda from the account, which shall be completed within 30 days of Amanda removing Kenneth from the heloc loan. Amanda shall not make any withdrawals, transfers or debits of any kind from the account.

·81 The GWCU (#5318) business account, together with all funds therein, are awarded to Amanda as her sole and separate property free and clear of any claim or interest of Kenneth. The parties shall cooperate in order to complete and sign any forms necessary to remove Kenneth from the account, which shall be completed within 30 days of the date of this Stipulation. Kenneth shall not make any withdrawals, transfers or debits of any kind from the account.

·82 Each party is awarded all financial institution accounts in their own names, together with all funds therein as their sole and separate property free and clear of any claim or interest of the other party.

·83 529 Savings Accounts. The children each have 529 accounts. These accounts

shall continue to be maintained for the sole benefit and use of the children. The parties may make contributions to the accounts, however are not required to do so.

·84 **Taxes:** Taxes shall be handled as follows:

·85 All state and federal tax returns for 2025 and prior joint filings are concluded and resolved without any outstanding issues, and all tax liability, refunds and stimulus funds have been allocated to the mutual satisfaction and agreement of the parties.

·86 If any stimulus funds are issued in the future, which are based upon any joint tax filing, the parties shall share equally any such funds that are received. Whichever party receives the funds, that party shall promptly notify the other party in writing and tender to the other party that party's one-half share of the funds within one week of receipt.

·87 Commencing with the 2026 calendar tax year and each year thereafter, the parties shall file separate state and federal tax returns, with each party to be entitled to retain any refunds issued in relation to their individual returns free and clear of any claim or interest of the other party and solely responsible for any and all state and federal liabilities relating to their respective individual returns.

·88 Each party is solely responsible for any taxes in connection with withdrawals from their respective retirement accounts.

·89 **Business.** Amanda is awarded the business “**Almost Anything Handyman Services, LLC**” (also dba as ‘Almost Anything Remodeling’) as her sole and separate property free

and clear of any claim or interest of Kenneth. Amanda is awarded the business, together with all business assets, equipment, accounts and property; which are awarded to her subject to any debt, liability and encumbrance thereon, which she shall hold Kenneth harmless from.

·90 There are presently various personal injury claims pending relating to injuries sustained by Kenneth. These are separate legal actions and claims, which are awarded to Kenneth in their entirety free and clear of any claim or interest of Amanda. Accordingly, Amanda waives any and all claims, rights, entitlements and interests in these separate legal actions and claims; past, present and future; including but not limited to any and all monetary funds Kenneth receives via settlement or court judgment for damages in the form of medical expenses, special damages, general damages, pain and suffering, personal injury benefits, lost wages and household services, together with any interest thereon. In connection with this, there are currently funds of approximately \$33,000.00 being held in attorney Nelson's trust account. Today's mediation fees shall be paid in full out of the trust funds. After payment of the mediation fees, Kenneth is awarded all remaining funds in the account, which shall be transferred to attorney Kawaguchi's trust account within fourteen days of the date of this Stipulation.

·91 **Health Insurance.** There are no joint health insurance policies. Each party is responsible for their own health insurance coverage at their sole cost.

·92 **Temporary Support Payments.** Amanda shall pay the automobile, trailer and boat insurance premiums for the month of June of 2026. Commencing the month of July of

2026 and thereafter, each party is solely responsible for their own automobile/boat/trailer insurance coverage and associated premiums on the vehicles awarded to them at their own cost. The existing joint auto insurance policy shall be segregated as necessary and transferred to the appropriate party. The parties shall cooperate in order to complete and sign any forms necessary to effectuate this provision, which shall be completed within 30 days of the date of this Stipulation.

- 93 **Insurance.** There are no whole life insurance or annuity policies with any cash value. Each party is awarded all term life insurance policies owned by them, in their names, and/or issued/provided through their own employer and/or employment; with each party under an affirmative duty to change their beneficiary designations accordingly.
- 94 **Alimony.** Neither party is awarded any alimony from the other now and forever in the future.
- 95 **Maiden Name.** At her sole option and election, Amanda may be restored to her maiden surname of “Myatt”.
- 96 **Mutual Restraints.** The parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party (this provision shall not be construed to prohibit consensual contact between a party and family members of the other party). Any and all communication between the parties shall be civil. Neither party shall use the other party’s likeness, picture, name, identification, or credit of the other party

to obtain credit, open an account for any service, or obtain any other service.

- 97 **Dissolution of Trust.** The parties' Trust shall be dissolved, and all property in the Trust awarded to each respective party in accordance with the terms of this Stipulation, with both parties to cooperate in order to execute any deed(s) and/or sign and complete any forms necessary to implement this provision.
- 98 **Attorney Fees.** The parties shall each pay their own attorney fees and costs incurred in this matter.
- 99 **Final Agreement.** This agreement supersedes any prior order and will settle all claims and issues between the parties as of the date of this Stipulation, including any and all claims of the parties against one another for any offsets or reimbursements for funds withdrawn from retirement accounts, bank accounts, and tax refunds. Accordingly, the parties expressly waive all such claims and interests, which are hereby extinguished.

****** The Court's electronic signature and seal will appear at the top of the first page upon signature and entry by the Court ******

CERTIFICATE OF SERVICE

I hereby certify that on June 22, 2026 a true and correct copy of the foregoing ***Decree of Divorce*** was served via one or more of the following methods (1) electronic notification, (2) first class mail (postage prepaid), (3) text messaging, and/or (4) email, to the following:

Adam Kawaguchi
Attorney for Respondent

/S/Ally Martin
Paralegal