



Rand Lunceford (11710)
KRISTOPHER K. GREENWOOD, LC
Attorney for Petitioner
195 Historic 25th Street, Suite 304
Ogden, Utah 84401
(801) 475-8800
rand@krisgreenwood.com

IN THE DISTRICT COURT OF UTAH
SECOND JUDICIAL DISTRICT, WEBER COUNTY
2525 Grant Avenue, Ogden, Utah 84401

In the Matter of the Marriage of: TERESA ELAINE JOHNSON, Petitioner,	<u>DECREE OF DIVORCE</u>
and	Case No. 264900939
GARY WAYNE JOHNSON, Respondent.	Judge: Matthew J. Hansen Commissioner: Brandon Richards

Petitioner, **TERESA ELAINE JOHNSON**, by and through her counsel of record, Rand Lunceford of Kristopher K. Greenwood & Associates, hereby submits the following Decree of Divorce. The court, having entered its Findings of Fact and Conclusions of Law, and now being fully advised in the premises, and for good cause shown, does hereby find and order the following:

DIVORCE

1. The parties shall be granted a Decree of Divorce, final upon entry, severing the bonds of matrimony heretofore existing between the parties, upon the grounds of irreconcilable differences, pursuant to Utah Code Annotated § 81-4-405(1)(h).

REAL PROPERTY

2. Petitioner owns real property located at 4147 North Wolf Ridge Circle, Eden, Utah 84310.

3. Petitioner shall be awarded the sole and exclusive use, occupancy, possession, rights, title, interest, and equity in the parties' real property located at 4147 North Wolf Ridge Circle, Eden, Utah 84310, free and clear from any claim of Respondent now or forever.
4. Petitioner shall be solely responsible for the taxes, insurance, utilities, mortgage payments, and debts associated with the real property located at 4147 North Wolf Ridge Circle, Eden, Utah 84310, and shall indemnify and hold Respondent harmless therefrom.
5. Prior to the commencement of this action, the parties sold their real property located at 102 Circle Lake Drive, Rockport, Texas 78382.
6. Respondent shall be granted all proceeds from the sale of the real property located at 102 Circle Lake Drive, Rockport, Texas 78382, in the amount of \$155,317.28. Said proceeds were deposited directly to the Wells Fargo account (account number ending in 8635), which Respondent will ultimately retain pursuant to paragraph ten (10) below.

PERSONAL PROPERTY

7. During the course of the marriage, the parties acquired various items of personal property. This personal property has already been divided, and shall remain as such.
8. This includes, but is not limited to, the following allocations:
 - a. Respondent shall be awarded the sole and exclusive use, possession, rights, title, interest, and equity in the 2020 Ford 150 King Ranch Truck (VIN number ending in 8627).
 - b. Petitioner shall be awarded the sole and exclusive use, possession, rights, title, interest, and equity in the 2021 Jeep Wrangler Rubicon (VIN number ending in 2431).

FINANCIAL ACCOUNTS

9. During the course of the marriage, the parties maintained various financial accounts, including but not limited to bank accounts and credit union accounts. Except as otherwise provided herein, each party shall be awarded the sole and exclusive use, possession, rights, title, and interest in and to all financial accounts currently held in his or her individual name, free and clear of any claim from the other party.

10. This includes, but is not limited to, the following allocations:

- a. Respondent shall be awarded the Wells Fargo Checking Account (account number ending in 8963).
- b. Respondent shall be awarded the Wells Fargo Savings Account (account number ending in 8635).
- c. Petitioner shall be awarded the Delta Community Credit Union Checking Account (account number ending in 6265).
- d. Petitioner shall be awarded the Delta Community Credit Union Savings Account (account number ending in 184358-0000).

RETIREMENT, INVESTMENTS, AND RELATED ASSETS

11. During the course of the marriage, the parties acquired various retirement, investment, and related financial assets, including but not limited to retirement accounts, pensions, brokerage accounts, stock accounts, and similar investment vehicles. Except as otherwise specifically provided herein, each party shall be awarded the sole and exclusive use, possession, rights, title, and interest in and to all retirement, investment, and related accounts currently in his or her individual name, free and clear of any claim of the other party.

12. This includes, but is not limited to, the following allocations:

- a. Respondent shall be awarded his 401K, SEP, and Roth accounts at Northwestern Financial Network.
- b. Petitioner shall be awarded her 401K and Roth accounts at Fidelity Investments.

TAXES

13. The parties' 2025 federal and state income tax returns have been filed as married, filing separately and accepted by the appropriate tax authorities. The parties shall cooperate as necessary to address any issues arising from the 2025 joint filings, if any.

14. For tax year 2026 and all subsequent years, the parties shall file all federal and state income tax returns separately, and each party shall be solely responsible for the accuracy, preparation, and payment of any taxes due on his or her respective income.

15. Each party shall indemnify and hold the other harmless from any liability, tax obligation, penalties, or interest arising from that party's income or separate tax filings for tax years 2026 and thereafter.

ALIMONY

16. Both parties are capable of supporting themselves. Therefore, neither party is awarded alimony now nor forever.

DEBTS AND OBLIGATIONS

17. The parties shall assume and be responsible for any and all debts in their own names, incurred before, during, or after the parties' separation. The parties agree to hold each other harmless on said debts and obligations.

18. This includes, but is not limited to, the following allocations:

- a. Respondent shall be solely responsible for the Bank of America loan

associated with the 2022 Winnebago Minnie Camper Trailer (loan number ending in 7159) and shall hold Petitioner harmless on said obligation.

b. Respondent shall be solely responsible for all credit card obligations which are held in his own name, and shall hold Petitioner harmless on said obligations.

c. Petitioner shall be solely responsible for the Rocket Mortgage loan associated with the real property located at 4147 North Wolf Ridge Circle, Eden, Utah 84310 (loan number ending in 8044), subject to the terms detailed in the Real Property Section of this Stipulation.

d. Petitioner shall be solely responsible for all credit card obligations which are held in her own name, and shall hold Respondent harmless on said obligations.

ATTORNEY FEES AND COURT COSTS

19. Each party shall pay their own attorney fees and court costs related to this case.

MISCELLANEOUS

20. At her option, Petitioner shall be able to take her maiden name, family name, or any other name shall she so choose.

21. Each party shall be ordered to execute and deliver to the other the documents required to implement the provisions of this Decree of Divorce entered by the court.

22. The parties shall sign all documents necessary to comply with this Decree of Divorce within sixty (60) days from the entry of this Decree. If a party fails to sign a document within sixty (60) days, the other party may ask the court to appoint someone to sign the document.

**END OF DOCUMENT – COURT DATE AND SIGNATURE APPEAR AT THE TOP OF
THE FIRST PAGE**

APPROVED AS TO FORM:

/s/ Gary Wayne Johnson

Respondent

Gary Wayne Johnson

* Signed electronically with the permission of
Gary Wayne Johnson via wet signature on file

CERTIFICATE OF DELIVERY

I hereby certify that on this 2nd day of July, 2026, I e-filed and/or emailed a true and correct copy of the foregoing Decree of Divorce to the following:

Gary Johnson

johnson74284@bellsouth.net

/s/ Eva Henery