

DAVID R. HAMILTON (1318)
SMITH, KNOWLES & HAMILTON
Attorneys for Petitioner
4723 Harrison Blvd., Suite 200
Ogden, UT 84403
Telephone: (801) 476-0303
Facsimile: (801) 476-0399

21.5 DEC 1991 00:17

APR 0 12 2001

IN THE SECOND JUDICIAL DISTRICT COURT OF WEBER COUNTY

OGDEN DEPARTMENT, STATE OF UTAH

PERRY L. LEMMON,

Petitioner,

vs.

BRENDA C. LEMMON,

Respondent.

)
)
)
)
)
)
)
)
)
)

DECREE OF DIVORCE

APR 0 6 2001

Civil No. 004902177
JUDGE Emile W. Jones

This matter having been submitted by Affidavit of Petitioner, and the parties having previously entered into a Stipulation and Property Settlement Agreement, and good cause appearing, the Court having previously made its Findings of Fact and Conclusions of Law, now enters the following:

DECREE OF DIVORCE

1. Petitioner shall be granted a Decree of Divorce against the Respondent on irreconcilable differences, the same to become final upon entry.

2. The parties shall be awarded joint legal custody of the parties' minor child, to-wit: Shea R. Lemmon, born January 3, 2000. Petitioner shall be awarded the actual physical custody of the minor child and the minor child shall reside with Petitioner.

3. Respondent shall be awarded rights of visitation with the minor children Shea and Sean as follows: Every other weekend from Friday at 6:00 p.m. to Sunday at 6:00 p.m.; every Wednesday from 6:00 p.m. to 8:00 p.m.; alternating holidays during the year and on a yearly basis; and Christmas eve morning until noon on Christmas day every other year.

4. There shall be no specific on-going payment of child support from Respondent to Petitioner due to the fact that Respondent has relinquished any and all claims with regards to the equity that exists in the parties' real property and will sign a Quit Claim Deed transferring her interest therein to the Petitioner. The parties specifically agree that this is a fair, reasonable and appropriate resolution with regards to child support and reflects a financial transaction that involves substantial consideration.

5. There shall be no requirement for Respondent to contribute one-half towards Petitioner's daycare expenses and health insurance premiums and noncovered medical, dental, orthodontal and optical expenses incurred for the minor child based on the property settlement. The parties specifically agree that this is a fair, reasonable and appropriate resolution with regards to child support and reflects a financial transaction that involves substantial consideration.

6. The parties agree that it is reasonable and prudent and in the best interests of Sean Gonzales, Respondent's child from another relationship, that Petitioner be appointed as his guardian. The parties shall cooperate in the filing of a Petition for Guardianship and the completion of a guardianship action. Sean Gonzales shall reside with the Petitioner and the parties' minor child Shea R. Lemmon.

7. The parties shall be required to waive all claims of alimony from the other. Both parties are employed and capable of supporting themselves. Petitioner is self-employed as P & L Accounting & Computer Consulting and earns an approximate monthly gross income of \$2,750.00. The Respondent is gainfully employed at JL Investments and earns an approximate gross monthly income of \$2,000.00.

8. As noted above, Petitioner shall be awarded all interest in the home and real property located at 225-8th Street, Ogden, Utah. Respondent shall transfer any interest she has in the property to the Petitioner by way of a Quit Claim Deed, a copy of which is attached hereto as Exhibit "A".

9. The parties shall be awarded the items of personal property presently in their respective possession. Petitioner shall further be awarded the tent trailer. Respondent shall further be awarded those items of personal property made by her mother.

10. Each of the parties shall be awarded their own retirement accounts/benefits, if any, free and clear of any interest in the other.

11. The parties shall file separate income tax returns for the 2000 tax year. Beginning with the 2000 tax year, Petitioner shall be entitled to claim the minor children Shea R. Lemmon and Sean Gonzales as his dependents/tax credits.

12. Petitioner shall be required to pay the following debts and obligations: Home mortgage, First Security Bank for his 1999 Suzuki, Associates for the tent trailer, Helpcard for the bed, any and all medical bills for the minor child Shea and Sean Gonzales with reference specifically being made to paragraph 7 above, together with his own separate debts and obligations.

13. Respondent shall be required to pay the following debts: Suzuki Credit for her 1998 Suzuki, her own medical bills, any and all accounts of hers in collection, together with her own separate debts and obligations.

14. Each of the parties shall be required to pay one-half of Petitioner's attorney fees and costs incurred herein.

15. The assumption of debts by the parties shall be in the nature of alimony, maintenance and support and, as such, are not dischargeable in bankruptcy. Such debt assumption is support without which the parties will be inadequately supported.

16. Each of the parties shall notify the respective creditors or obligees regarding the foregoing division of debts, obligations or liabilities and shall further notify such creditors or obligees of such parties separate, current addresses. See instructions attached hereto marked Exhibit "B".

17. Should either party fail to pay the debts as stated herein and/or to notify the respective creditors or obligees as set out herein, this Court may hold such party in contempt and/or reopen the property division hereunder to compensate the party not in default for such failure to pay or notify and/or fashion any other remedy which the Court, in its sole discretion, deems fair and equitable, including awarding the non-defaulting party costs and attorney's fees incurred by such party as a result of the defaulting parties' failure to comply.

18. Each party shall hereafter be solely responsible for all debts incurred by him or her. Neither party shall hereafter incur any debts, obligations or liabilities on the other party's credit or do anything for which the other party may be legally liable. Each party has covenanted and warranted that, except as otherwise provided herein, there are no debts,

obligations or liabilities of any kind incurred by him or her for which the other, or his or her estate may be liable.

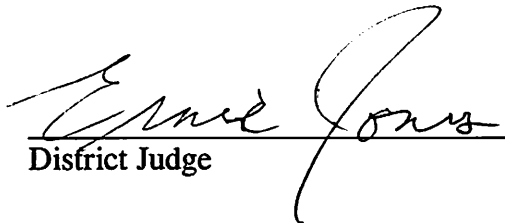
19. In the event that either party defaults in his or her obligations or must seek relief from the Court in enforcement hereof, the non-prevailing party shall be liable to the other party for all reasonable expenses, including attorney's fees and Court costs actually incurred.

20. Any waiver of breach or default hereunder shall not be deemed a waiver of any subsequent breach or default. If either party fails in due performance of any of his or her obligations hereunder, the aggrieved party shall have the right to sue for damages for the breach thereof or to seek such other legal remedies as may be available to him or her.

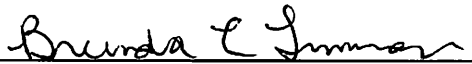
21. The parties shall sign any and all documents necessary to effectuate the terms set forth herein, including automobile titles, tax forms and/or any other instrument necessary to carry out the intentions as set forth above.

DATED this 4 day of April, 2000.

BY THE COURT:


District Judge

APPROVED AS TO FORM AND CONTENT:


BRENDA C. LEMMON, Respondent

When recorded mail to: David R. Hamilton, Esq., 4723 Harrison Boulevard, #200, Ogden, Utah 84403

_____	Platted	_____	Verified
_____	Entered	_____	Microfilmed

QUIT CLAIM DEED

PERRY L. LEMMON and BRENDA C. LEMMON, GRANTORS, of Ogden City, Weber County, State of Utah, hereby QUIT CLAIM to PERRY L. LEMMON, GRANTEE, of Ogden City, Weber County, State of Utah, for the sum of TEN AND NO/100 DOLLARS (\$10.00), the following described tract of land in Weber County, State of Utah:

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF 8TH STREET 1860 FEET WEST AND 576.6 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION, RUNNING THENCE WEST 39 FEET, TO AN EXISTING FENCE LINE, EXTENDED NORTH AND SOUTH; THENCE SOUTH 167.4 FEET, THENCE EAST 60 FEET, TO AN EXISTING FENCE LINE, EXTENDED NORTH AND SOUTH, THENCE NORTH 167.4 FEET, THENCE WEST 21 FEET TO THE PLACE OF BEGINNING.

Property address: 225-8th Street, Ogden, Utah

WITNESS the hands of said Grantors this ____ day of October, 2000.

PERRY L. LEMMON

COPY

BRENDA C. LEMMON

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On this ____ day of October, 2000, personally appeared before me PERRY L. LEMMON, one of the signers of the within instrument, who duly executed this Quit Claim Deed.

NOTARY PUBLIC

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On this ____ day of October, 2000, personally appeared before me BRENDA C. LEMMON, one of the signers of the within instrument, who duly executed this Quit Claim Deed.

NOTARY PUBLIC

EXHIBIT "A"

1. That pursuant to §30-3-5(1)(c) and §15-4-6.5, Utah Code Annotated, the parties should be Ordered to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce. Therefore, the party not obligated to pay a joint obligation should:

A. Send a copy of the Decree of Divorce to each joint creditor he/she is not required to pay as soon as possible.

B. Notify that joint creditor of the current separate address for each party.

C. Inform that joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract. Also, inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of nonpayment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who was not required to pay the debt.

Further, each party shall be Ordered to hold the other party harmless on all debts they are each Ordered to pay herein.