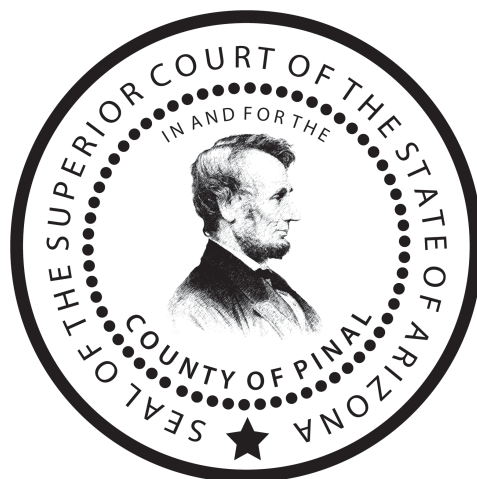


# CONSENT DECREE



## **PINAL COUNTY NON-COVENANT MARRIAGE**

**For Divorce or Legal Separation of Marriage with or without Children  
When Both Parties Agree**

### **INSTRUCTIONS AND FORMS**

**Provided as a Public Service by  
AMANDA STANFORD  
Clerk of the Superior Court**

## **CRITERIA FOR UTILIZING A CONSENT DECREE**

- You or your spouse filed a petition for Divorce or Petition for Legal Separation **AND**,
- You do not have a "covenant" marriage **AND**,
- You and your spouse agree to all terms of the divorce or legal separation such as division of property and debt, whether there will be spousal maintenance (alimony) and if so, how much, and if there are minor children, you agree on all terms of legal decision-making, support and parenting time **AND**,
- You and your spouse will provide your notarized signatures on the "Consent Decree" to indicate your agreement on all terms; **AND**,
- If your case involves minor children, you and your spouse have attended, or will attend, the Parent Information Program before you file a Consent Decree;
- DO NOT USE THESE FORMS IF:
- You disagree on any terms of the divorce or legal separation;

## **INSTRUCTIONS FOR SUBMITTING A CONSENT DECREE**

1. The Consent Decree may be submitted 61 days from the date of service upon the Respondent.
2. Fill out the Consent Decree in black ink. Please make sure to fill out the Consent Decree in full.
3. Once the Consent Decree has been filled out in full, both the Petitioner and Respondent will need to sign and date the Consent Decree in front of a Notary Public.
4. After the Consent Decree has been notarized you will need to make two (2) copies.
5. You will need to obtain two (2) appropriate sized self addressed stamped envelopes. One envelope will need to be addressed to the Petitioner and the additional envelope will need to be addressed to the Respondent.
6. When submitting the Consent Decree to the Superior Court you will then bring the original Consent Decree, two copies and two self addressed stamped envelopes.
7. The Consent Decree will then be sent to the Judges office for approval. If approved you will receive your final Consent Decree in the Mail.
8. **IF YOU ARE FILING FOR DIVORCE WITH CHILDREN:**  
Also provide the following documents:
  1. Child Support Order
  2. Income Withholding Order
  3. A Copy of the Parenting Plan to attach to the Consent Decree as **EXHIBIT B**

Name of Person Filing: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
ATLAS Number (if applicable) \_\_\_\_\_  
 Representing Self (No Attorney) or  Represented by Attorney  
If Attorney, Bar Number: \_\_\_\_\_

**SUPERIOR COURT OF ARIZONA  
PINAL COUNTY**

\_\_\_\_\_  
Name of Petitioner

CASE NUMBER: \_\_\_\_\_

**CONSENT DECREE OF**

\_\_\_\_\_  
Name of Respondent

- DISSOLUTION OF MARRIAGE (DIVORCE)**  
 **LEGAL SEPARATION**  
 **With Minor Children**  **Without Minor Children**  
**in a Non-Covenant Marriage**

HONORABLE: \_\_\_\_\_

**THE COURT FINDS:**

1. This case has come before this court for a final Decree of Dissolution of Marriage or Legal Separation. The court has taken all testimony needed to enter a Decree, or the court has determined testimony is not needed to enter the Decree.
2. This court has jurisdiction over the parties under the law; the provisions of this Decree are fair and reasonable under the circumstances and in the best interests of the minor child(ren) as to legal decision-making, parenting time and support, and the division of property and debt is fair and equitable.

**THE COURT FURTHER FINDS THAT:**

3. **ARIZONA RESIDENCY.** The requirements of A.R.S. §25-312 for dissolution of marriage, or A.R.S. § 25-313 for legal separation have been met: At the time this action was filed, the Petitioner or the Respondent was domiciled in Arizona or was stationed in Arizona while a member of the United States Armed Forces. If this is an action for dissolution of marriage (divorce), the Petitioner or the Respondent was domiciled or stationed in Arizona for more than 90 days.
4. **CONCILIATION COURT.** The provisions relating to the Conciliation Court either do not apply or have been met.
5. **IRRETRIEVABLY BROKEN OR SEPARATE AND APART.** The marriage is irretrievably broken or the parties desire to live separate and apart.
6. **COVENANT MARRIAGE.** This is a non-covenant marriage.

7. **LEGAL DECISION-MAKING, SUPPORT, SPOUSAL MAINTENANCE/SUPPORT, DIVISION OF PROPERTY AND DEBT.** Where it has the legal power and where it is applicable to the facts of this case, this court has considered, approved, and made orders relating to issues of child legal decision-making, parenting time, child support, spousal maintenance/ support (alimony), and the division of property and/or debts.

8. **PROTECTIVE ORDERS.** Following is the effect, if any, of this Consent Decree on any existing protective orders:

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9. **COMMUNITY PROPERTY AND DEBT.** (Select One)

- The parties **DID NOT** acquire any community property or debt during the marriage, **OR**
- The parties **HAVE** agreed to a division of community property and/or debt as evidenced by their signatures on "**Exhibit A**" attached to and incorporated into this Decree.

10. **PREGNANCY OR PATERNITY.** (Select one.)

- Wife is not pregnant, **OR**
- Wife is pregnant, and the husband  **IS** **OR**  **IS NOT** the father of the child.

11. **SPOUSAL MAINTENANCE/SUPPORT.** (Select one.)

- A party is entitled to an award of Spousal Maintenance/Support for the reason that
- Petitioner, **OR**  Respondent

Lacks enough property, including property given to him or her as part of this divorce or legal separation, to provide for his or her reasonable needs, and is unable to support himself or herself through an appropriate job, or he or she is providing the primary care to child(ren) of young age or is of a condition that they should not be required to look for work outside the home, or lacks earning ability necessary to support himself or herself, or contributed significantly to the educational opportunities of the other spouse, or had a marriage that lasted a long time and is of an age that may severely limit the possibility of getting a job to support himself or herself, **OR**

- Neither party is entitled to an award of Spousal Maintenance/Support.

**If spousal maintenance is to be awarded, the parties further agree: (Select One)**

- Spousal maintenance award shall be modifiable in accordance with Arizona law, **OR**
- The parties acknowledge that the circumstances of their futures are unknown, but each desires that this maintenance award, so awarded by their agreement, not be modifiable in the future for any reason. Therefore, it is at this time ordered that this spousal maintenance award shall **NOT** be modifiable for any reason.

12. **PARENT INFORMATION PROGRAM.**

- DOES NOT APPLY. THERE ARE NO MINOR CHILDREN IN THIS MARRIAGE.** (If no children, check the box and go to "13")
- a.  Petitioner has attended the Parent Information Program class as evidenced by the "Certificate of Completion" in the court file. **OR**

- Petitioner has not attended the Parent Information Program. In accord with A.R.S § 25-353, the Court may deny any request to enforce or modify the provisions of this decree which address legal decision-making or parenting time until Petitioner has completed the class.
- b.  Respondent has attended the Parent Information Program class as evidenced by the "Certificate of Completion" in the court file. **OR**
- Respondent has not attended the Parent Information Program. In accord with A.R.S § 25-353, the Court may deny any request to enforce or modify the provisions of this decree which address legal decision-making or parenting time until Respondent has completed the class.

**13. CHILD SUPPORT. (Select any that apply.)**

**DOES NOT APPLY. THERE ARE NO MINOR CHILDREN IN THIS MARRIAGE.**

- a.  Child support has been determined in accordance with the Arizona Child Support Guidelines. **OR**
- b.  Application of the Arizona Child Support Guidelines in this case is inappropriate or unjust. The Court has considered the best interests of the minor child(ren) in determining that a deviation is appropriate and makes the following findings:

The child support amount before deviation is: \$ \_\_\_\_\_  
 The child support amount after deviation is: \$ \_\_\_\_\_

The Court finds the guidelines amount is inappropriate or unjust because:

\_\_\_\_\_

- Attached written agreement incorporated **AND**
- All parties have signed the agreement free of duress and coercion.
- Other:

\_\_\_\_\_

c.  Physical Legal Decision-Making Adjustment, Court Approved Discretionary Parenting Time Adjustment or other Adjustments. (The court must make written findings if any of these adjustments are made.):

\_\_\_\_\_

d.  Ability to Pay. The Court finds that the person responsible for paying child support has the ability to pay child support:

In the amount entered on Line 34 of the Worksheet of \$ \_\_\_\_\_ **OR**

In an adjusted amount calculated using the self-support reserve on the Parent's Worksheet for Child Support Amount of \$ \_\_\_\_\_

**14. LEGAL DECISION-MAKING OF MINOR CHILD(REN). (Select any that apply.)**

**DOES NOT APPLY. THERE ARE NO MINOR CHILDREN IN THIS MARRIAGE.**

- a.  **Joint Legal Decision-Making.** If joint Legal Decision-Making is awarded the court makes the following findings:

The Legal Decision-Making order or agreement is in the best interests of the minor child(ren) for the following reasons: (List the reasons.) \_\_\_\_\_

**Domestic Violence.**

Domestic violence **has not occurred** during this marriage, **OR**

Domestic violence **has occurred**, but the domestic violence has not been significant. Explain why joint Legal Decision-Making is in the best interest of the minor child(ren) even though domestic violence has occurred: \_\_\_\_\_

- b.  **Supervised or No Parenting Time.** (Check and complete only if supervised parenting time or no parenting time is ordered.)

**Supervised Parenting Time** between the children and  Petitioner **OR**  Respondent, is in the best interests of the minor child(ren), for the following reasons: (Explain the reasons) \_\_\_\_\_

**OR**

**No Parenting Time** by  Petitioner **OR**  Respondent, is in the best interests of the minor child(ren), for the following reasons: (Explain). \_\_\_\_\_

**THE COURT ORDERS:**

**1. LEGAL SEPARATION OR DISSOLUTION OF MARRIAGE (“Divorce”).**

**THE PARTIES ARE LEGALLY SEPARATED.**

**MARRIAGE IS DISSOLVED:** The marriage of the parties is dissolved and the parties are restored to the legal status of single persons.

**NAMES:**

The name of the  Wife **OR**  The Husband, whose complete married name is:

--	--	--

**Is restored to:** (List the complete legal name or maiden name as before the marriage)

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**2. ENFORCEMENT OF TEMPORARY ORDERS.**

All obligations ordered to be paid by the parties in Temporary Orders dated (fill in dates of ALL temporary orders here)

are satisfied in full.

**OR**

- Judgment is awarded against the party with the obligation up to the amount due and owing as of the date of this Decree, with the highest legal interest allowed by law, for the total amount of \$ \_\_\_\_\_

**3. CHILD LEGAL DECISION-MAKING, PARENTING TIME, AND CHILD SUPPORT.**

- DOES NOT APPLY. THERE ARE NO MINOR CHILDREN IN THIS MARRIAGE and THE WIFE IS NOT PREGNANT.** (Skip to "4")

**a. PREGNANCY.**

- A child who is common to the parties is expected to be born \_\_\_\_\_(DATE).
- All orders below as to Legal Decision-Making, parenting time, support, and medical insurance/expenses include this child and all other children named below. **OR**
- The orders below as to Legal Decision-Making, parenting time, support, and medical insurance/expenses do not include this child; the court reserves jurisdiction to address these issues regarding this child when the child is born.

**b. CHILDREN.** This Decree includes all minor children common to the parties as follows:

Name(s) Of Minor Child(ren)	Date(s) of Birth(s) (Month/Day/Yr)
_____	_____
_____	_____
_____	_____

**c. CHILD LEGAL DECISION-MAKING.** (Select one)

- i.  **SOLE LEGAL DECISION-MAKING.** Sole Legal Decision-Making of the minor child(ren) is awarded to:  Petitioner, **OR**  Respondent, subject to parenting time as follows:

**Parenting Time to the parent not having Legal Decision-Making,** according to the terms of the Parenting Plan attached as "**Exhibit B**" and made a part of this Decree. **OR,**

**Supervised Parenting Time** to  Petitioner **OR**  Respondent according to the terms of the Parenting Plan attached as "**Exhibit B**". Parenting Time may only take place in the presence of another person, named below or otherwise approved by the court.

Name of supervisor:

Restrictions on parenting time:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The cost of supervised parenting time will be paid by:

- Petitioner **OR**

- Respondent **OR**
- Shared equally by the parties **OR**
- No parenting time rights** to  Petitioner **OR**  Respondent. **OR**

- ii.  **JOINT LEGAL DECISION-MAKING.** Petitioner and Respondent agree to act as joint custodians of the minor child(ren), as set forth in the Joint Legal Decision-Making Agreement/Parenting Plan by the parties, signed by both parties and attached to this Decree as "**Exhibit B.**"

The court adopts the terms of the Joint Legal Decision-Making Agreement/Parenting Plan describing the Legal Decision-Making and parenting time agreement between the parties. By attaching the Joint Legal Decision-Making Agreement/Parenting Plan to the Decree, the Agreement becomes part of the Decree and carries the same legal weight as the Decree.

**d. CHILD SUPPORT.**

Petitioner **OR**  Respondent shall pay child support to the other party in the amount of \$ \_\_\_\_\_ per month, beginning **THE FIRST DAY OF THE MONTH** following the date this Decree is signed by the judge until further order of the court. Child Support is based on the information in the Parent's Worksheet for Child Support Amount attached hereto and incorporated by reference. All child support payments shall be made by wage assignment (if applicable) through the Support Payment Clearinghouse, and must include the statutory fee by the Order of Assignment signed this date. Payments will be in equal installments made on the 1<sup>st</sup> and 15<sup>th</sup> of each month.

**e. MEDICAL, DENTAL, VISION CARE FOR MINOR CHILDREN.**  
**(1) INSURANCE.**

- Petitioner** is responsible for providing:       Medical     Dental     Vision Care Insurance
- Respondent** is responsible for providing:     Medical     Dental     Vision Care Insurance

Medical, dental, and vision care insurance, payments and expenses are based on the information in the Parent's Worksheet for Child Support attached and incorporated by reference. The party ordered to pay must keep the other party informed of the insurance company name, address and telephone number, and must give the other party the documents necessary to submit insurance claims.

**(2) NON-COVERED EXPENSES.**

**Petitioner** is ordered to pay \_\_\_\_\_% **AND**  
 **Respondent** is ordered to pay \_\_\_\_\_%  
of all reasonable uncovered and/or uninsured medical, dental, vision care, prescription and other health care charges for the minor child(ren), including co-payments.

**4. SPOUSAL MAINTENANCE/SUPPORT.**

- a.  **Neither party shall pay** spousal maintenance/support (alimony) to the other party, **OR**
- b.  **Petitioner OR**  **Respondent**  
Is ordered to pay to the other party the sum of \$ \_\_\_\_\_ per month in spousal maintenance/support **BEGINNING THE FIRST DAY OF THE MONTH** after this Decree is signed. Each payment shall be made by the first day of each month after that and shall **continue until**  
 the receiving party is remarried or deceased **OR** until (date) \_\_\_\_\_.

All payments shall be made through the Support Payment Clearinghouse by wage assignment, until all required payments have been made under this Decree.



Payments made shall be included in receiving spouse's taxable income and is tax deductible from the paying spouse's income as required by law. Spousal maintenance/support payments end if the receiving party is remarried or deceased.

**c. In accordance with the parties' agreements,**

- The spousal maintenance award **SHALL BE** modifiable in accordance with Arizona law, **OR**
- The spousal maintenance award **SHALL NOT** be modifiable for any reason.

**5. PROPERTY, DEBTS AND TAX RETURNS.** (Select any that apply.)

- a.**  Petitioner is ordered to pay all debts unknown to Respondent, **AND**  
 Respondent is ordered to pay all debts unknown to Petitioner, **AND**  
 Each party is ordered to pay his or her debts from the following date, \_\_\_\_\_.
- b.**  Each party is assigned his or her separate property and Petitioner must pay his/her separate debt, and Respondent must pay his/her separate debt.
- c.**  This Decree can be used as a transfer of title and can be recorded. Parties shall sign all documents necessary to complete all transfer of title ordered in this Decree, such as motor vehicles, houses, and financial institution accounts. The parties shall transfer all real and personal property as described in "**Exhibit A**" to the other party on or before \_\_\_\_\_ by 5:00 p.m.

If the party required to transfer the property has not transferred the property to the party entitled to receive the property on or before the date and time listed above, the party entitled to receive the property is entitled upon application to a Writ of Assistance or Writ of Execution to be issued by the Clerk of the Court commanding the sheriff to put him or her in possession of the property.

Other orders and relief relating to property or debt, if any, are contained in "**Exhibit A**", which is attached and incorporated into this Decree.

- d.**  For previous calendar years, pursuant to IRS rules and regulations, the parties will file:
  - Joint federal and state income tax returns and hold each other harmless from half of all income taxes and costs, if any, and each party will share equally in tax refunds, if any,
  - OR**
  - Separate federal and state income tax returns.
  - AND**
  - This calendar year and continuing thereafter, each party will file separate federal and state income tax returns.
  - AND**
  - Each party shall give the other party all necessary documentation to file all tax returns.

**6. FINANCIAL INFORMATION EXCHANGES.** In cases in which child support or spousal maintenance are ordered, then until such time as those would end under the orders in this Consent Decree, the parties shall exchange financial information (tax returns, spousal affidavits, earning statements and/or other related financial statements) every 24 months.

**7. TAX EXEMPTION.** The parties shall claim as income tax dependency exemptions on federal and state tax returns as follows. A party required to pay child support is only entitled to claim (a) minor child(ren) as an income tax dependency exemption if that parent has paid all of the child support due and owing for the year that party is entitled to the exemption:

**DOES NOT APPLY. THERE ARE NO MINOR CHILDREN IN THIS MARRIAGE.**

Parent Entitled To Claim	Name of Child	Tax Year
<input type="checkbox"/> Petitioner <input type="checkbox"/> Respondent	_____	_____
<input type="checkbox"/> Petitioner <input type="checkbox"/> Respondent	_____	_____
<input type="checkbox"/> Petitioner <input type="checkbox"/> Respondent	_____	_____
<input type="checkbox"/> Petitioner <input type="checkbox"/> Respondent	_____	_____
<input type="checkbox"/> Petitioner <input type="checkbox"/> Respondent	_____	_____

**8. CHILDREN TO WHOM THIS DECREE DOES NOT APPLY.**

It is ordered that  Petitioner, **OR**  Respondent has no legal obligation or right to the minor child(ren) born during the marriage but not common to the marriage. These minor children include: (Use additional paper if necessary)

Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Child expected to be born this date: \_\_\_\_\_

Birth Date: \_\_\_\_\_  
Birth Date: \_\_\_\_\_

**9. QUALIFIED DOMESTIC RELATIONS ORDER. (QDRO)**

- A QDRO is not necessary;
- A QDRO is submitted herewith, **OR**
- A QDRO will be submitted to the court as soon as practicable or not later than \_\_\_\_\_ (DATE)

The court shall retain jurisdiction over the subject matter of the QDRO.

**10. FINAL APPEALABLE ORDER.** Pursuant to Rule 81, Arizona Rules of Family Law Procedure, this final judgment/decree is settled, approved and signed by the court and shall be entered by the clerk.

**11. OTHER ORDERS.** (List any other orders.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Judicial Officer**

**CONSENT DECREE for**

DISSOLUTION OF MARRIAGE (DIVORCE) or  LEGAL SEPARATION

WITH MINOR CHILDREN or  WITHOUT MINOR CHILDREN

**APPROVED BY:**

\_\_\_\_\_  
Date  
State of Arizona )  
County of \_\_\_\_\_ )

\_\_\_\_\_  
Signature

Subscribed and sworn (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(Day) (Month) (Year)  
by \_\_\_\_\_  
(Name of Signer)

\_\_\_\_\_  
(Affix notary seal here)

\_\_\_\_\_  
Notary Public (Notary's Signature)

**If You Are Filing A Consent Decree, The Respondent Must Sign:**

\_\_\_\_\_  
Date  
State of Arizona )  
County of \_\_\_\_\_ )

\_\_\_\_\_  
Signature

Subscribed and sworn (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(Day) (Month) (Year)  
by \_\_\_\_\_  
(Name of Signer)

\_\_\_\_\_  
(Affix notary seal here)

\_\_\_\_\_  
Notary Public (Notary's Signature)

**If Either Party Is Represented By An Attorney, The Attorney(s) Must Sign:**

Petitioner's Lawyer: \_\_\_\_\_

Date: \_\_\_\_\_

Respondent's Lawyer:: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSENT DECREE - ATTORNEY SIGNATURE(S)** (if applicable)  
If either party is represented by an attorney, the attorney(s) must also sign.

\_\_\_\_\_  
Petitioner's Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Respondent's Attorney

\_\_\_\_\_  
Date

**If the Attorney General's Office (the "AG"), Division of Child Support Enforcement (DCSE) is involved in this case, a representative of that agency must approve the child support amount and sign below:**

The approval of the AG's office as to child support provisions contained in this document is indicated by my signature below:

\_\_\_\_\_  
Signature of Attorney General / DCSE Representative

\_\_\_\_\_  
Date

**EXHIBIT A: PROPERTY AND DEBTS** (Refer to section “E” in instructions)

1. **DIVISION OF COMMUNITY PROPERTY:** (property acquired during the marriage)

- Award each party the personal property in his/her possession.
- Community property is awarded to each party as follows:

2. **LIST OF COMMUNITY PROPERTY:** (Be very specific in your description of the property.)

		<b>AWARD TO</b>	
<b>Household Furniture and Appliances</b>	(Be specific)	<b>Petitioner</b>	<b>Respondent</b>
_____		<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>
<b>Video: TV / DVD / DVR / VCR, etc.</b>	(Be specific)		
_____		<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>
<b>Audio: Stereo/ Radio</b> (Household or Portable)	(Be specific)		
_____		<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>
<b>Computers and Related Equipment</b>	(Be specific)		
_____		<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>
<b>Motor Vehicles</b>	(Be specific)		
1. Year, Make, Model: _____		<input type="checkbox"/>	<input type="checkbox"/>
Last 4 digits of VIN # _____			
2. Year, Make, Model: _____		<input type="checkbox"/>	<input type="checkbox"/>
Last 4 digits of VIN # _____			
3. Year, Make, Model: _____		<input type="checkbox"/>	<input type="checkbox"/>
Last 4 digits of VIN # _____			

**COMMUNITY PROPERTY: - continued** (Be specific) **AWARD TO**  
**Petitioner Respondent**

Cash, bonds of \$ _____	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

Continued on attached page(s).

**3. DIVISION OF RETIREMENT, PENSION, DEFERRED COMPENSATION:**

**(WARNING. You should see a lawyer about your retirement, pension, deferred compensation, 401k plans and/or benefits. If you do not see a lawyer regarding these assets, you risk losing any interest you have in these plans and/or benefits. There are certain documents the plan administrator must have. Only a lawyer can help you prepare these documents.)**

Neither party has a retirement, pension, deferred compensation, 401K Plan and/or benefits.

**OR**

Award each party his/her interest in any and all retirement benefits, pension plans, or other deferred compensation described as:

\_\_\_\_\_ **OR**

Each party **WAIVES AND GIVES UP** his/her interest in any and all retirement benefits, pension plans, or other deferred compensation of the other party:

**4. DIVISION OF REAL PROPERTY:** (Land and Buildings) Section A is for one piece of property. Section B is for another, separate property.

**A. Real property located at** (address)

\_\_\_\_\_

The **legal description** of this property, **as quoted from the DEED to the property\* is:**

\_\_\_\_\_

**\* If you do not provide a correct legal description, you may have to come back to court to amend the Decree to include the correct legal description.**

**The real property ("A") described above is awarded as the sole and separate property of:**

**Petitioner** or  **Respondent** **OR**

**Shall be sold and the proceeds divided as follows:**

_____ %	or \$ _____	<b>To Petitioner.</b>
_____ %	or \$ _____	<b>To Respondent.</b>

**B. Real property located at (address)**

\_\_\_\_\_  
The *legal description* of this property, *as quoted from the DEED to the property\* is:*  
\_\_\_\_\_  
\_\_\_\_\_

**\* If you do not provide a correct legal description, you may have to come back to court to amend the Decree to include the correct legal description.**

**The real property ("B") described above is awarded as the sole and separate property of:**

- Petitioner** or  **Respondent** OR  
 **Shall be sold and the proceeds divided as follows:**

\_\_\_\_\_% or \$\_\_\_\_\_ **To Petitioner.**  
\_\_\_\_\_% or \$\_\_\_\_\_ **To Respondent.**

**Continues on attached page.**

**5. DIVISION OF COMMUNITY DEBT:** (Debts incurred during the marriage) (You should see a lawyer about how to divide secured and unsecured debts.)

**Community debts shall be divided as follows:**

<b>Creditor Name</b>	<b>Amount Owed</b>	<b>Amount to be paid by Petitioner</b>	<b>Amount to be paid by Respondent</b>
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

**Continued on attached page.**

**6.  Any debts or obligations incurred by either party before the date of separation, that are not identified in the list above or attached, shall be paid by the party who incurred the debt or obligation and that party shall indemnify and hold the other party harmless from such debts.**

**7. SEPARATE PROPERTY:** (Property acquired before the marriage or by gift or bequest to one party.)

**Property recognized as the separate property of the Petitioner or Respondent, is assigned below:**

Description	Value	To Petitioner	To Respondent
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>

8. **SEPARATE DEBT:** (Debt acquired before the marriage.)

Debt recognized as the separate debt of the Petitioner or Respondent, is assigned below:

Creditor Name	Debt Amount	Petitioner Pays	Respondent Pays
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>

Continued on attached page.

By signing this Exhibit and subscribing and swearing to same (or affirming to same) before a Notary Public, both parties affirm that the information is true and correct, including the following:

1. **NON-COVENANT MARRIAGE.** We do not have a covenant marriage.
2. **RIGHT TO TRIAL IS WAIVED.** I understand that by signing this Consent Decree, I am waiving my right to a trial before a judge.
3. **NO DURESS OR COERCION. COMPLETE AGREEMENT.** I am not under any force, threats, duress, coercion, or undue influence from anyone, including the other party, to sign this Consent Decree. This Decree with attachments, if any that I have signed is our full agreement. I have not agreed to something different from what is stated in writing in the Decree.
4. **LEGAL ADVICE.** I understand that even if I am representing myself without an attorney, I have the right to be represented by an attorney. I have the right to call an attorney and get legal advice before I sign this Consent Decree.
5. **IRRETRIEVABLY BROKEN MARRIAGE.** I agree that our marriage is irretrievably broken. There is no reasonable prospect of reconciliation *[or we desire to live separate and apart if this is a Legal Separation case]*.
6. **DIVISION OF PROPERTY.** The agreement about division of property and debts is fair and equitable.