

The Order of Court is stated below:

Dated: April 29, 2014
01:45:03 PM

/s/ Robert Faust
District Court Judge



ELLEN MAYCOCK - 2131
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IN THE THIRD JUDICIAL DISTRICT COURT FOR SALT LAKE COUNTY

STATE OF UTAH

HEINZ H. STEINMANN, Petitioner,	DECREE OF DIVORCE
vs.	Civil No. 114900683
MARGARET STEINMANN, Respondent.	Judge Robert Faust Commissioner Kim M. Luhn

This matter came before the court pursuant to petitioner’s motion for entry of decree of divorce and request to submit for entry. The parties have reached an agreement reflected herein resolving all claims and issues between them with regard to alimony, payment of debts and obligations, distribution of their real and personal property and other related matters. The court having reviewed the stipulation and property settlement agreement and the affidavit of petitioner, and having made and entered its findings of fact and conclusions of law:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Divorce.** The parties are granted a mutual decree of divorce on the grounds of irreconcilable differences to become final upon entry.
2. **Children.** Two children were born as issue of this marriage, both of whom have reached the age of majority.
3. **Property Settlement.**
 - a. **Heinz RV Property.** The Heinz RV Property located on State Street and Miller Avenue and the leasehold interest in the Granite Avenue properties have been listed for sale and will be sold. Petitioner will keep respondent advised as to the progress of the sale process including, but not limited to, directing the listing realtor to timely provide copies of all purchase offers, notice of any decision to reduce the listing price on the property, and notice of any closing date for sale of the property directly to respondent. The property is currently listed for \$649,000. When the property is sold, the parties will each receive one-half of the sales proceeds after payment of expenses of sale and commissions.
 - b. **Marital Residence.** The marital residence located at 8085 Mountain Oaks Circle, Sandy, Utah is awarded to petitioner. Petitioner will assume and pay the Wells Fargo obligation secured by the home and all other obligations owed in connection with the home. When the State Street/Miller Avenue property sells, petitioner is ordered to pay respondent \$111,000 for her interest in the home. Respondent will vacate the marital residence on or before June 6, 2014.

- c. Inherited German Properties. Petitioner is awarded all of his property located in Germany, free and clear of any claim of respondent.
 - d. Personal Property. The personal property located in the home is awarded to petitioner. Respondent is awarded the personal property listed on Exhibit "A" hereto and may move that property when she vacates the marital residence.
 - e. Merrill Lynch IRA. The Merrill Lynch IRA in respondent's name is awarded to her.
 - f. Prudential Annuity. The Prudential Annuity in respondent's name is awarded to her.
 - g. Vehicles. The 1993 Mercedes is awarded to petitioner. The 2000 Volkswagen Jetta is awarded to respondent. The Volkswagen Passat is awarded to petitioner.
 - h. Bank and Deposit Accounts. Each party is awarded any checking and savings accounts in his or her name. The German accounts are awarded to petitioner. Respondent's remaining inherited funds are awarded to her.
 - i. Heinz RV Equipment. The equipment has been sold and the proceeds used to pay property taxes.
 - j. Insurance Check. Petitioner may cash the check from Bear River Mutual and use the funds to repair the marital residence.
4. **Alimony**. Petitioner is ordered to pay respondent \$1,800 per month as alimony, beginning May 1, 2014 and continuing until the State Street/Miller Avenue property is sold and respondent receives her share of the proceeds. Respondent waives any and all other claims for alimony or spousal support of any kind.
5. **Temporary Order Claims**. Each party waives any claims for reimbursement or

payment pursuant to the temporary order entered by the court in this matter. This waiver includes respondent's claim for utilities.

6. **Liability to GE Capital.** The parties' agreement is not intended to affect either party's liability to GE Capital.
7. **Attorneys' Fees.** Each party will pay his or her own costs and attorneys' fees incurred in connection with this matter.
8. **Cooperation.** Petitioner and respondent shall cooperate in clearing title or transferring assets to accomplish the purposes and intent of this decree of divorce. Each party shall execute any and all documents necessary to carry out the terms of this decree of divorce immediately upon execution and/or entry of the same. Pending distribution of the accounts that are subject to division herein, neither party shall transfer, diminish or dissipate such assets.

Approved as to form:

/s/ A. Howard Lundgren (with permission)
A. HOWARD LUNDGREN
Attorney for Respondent
Dated: April 24, 2014

CERTIFICATE OF SERVICE AND CERTIFICATE OF COMPLIANCE
WITH RULE 4-202.09 OF THE UTAH RULES OF JUDICIAL
ADMINISTRATION RE: NON-PUBLIC INFORMATION

I hereby certify that, upon information and belief, all non-public information has been omitted or redacted from this public record. I also hereby certify that a true and correct copy of the foregoing **DECREE OF DIVORCE** was served upon the following by submission of the document for electronic filing, this 18th day of April, 2014 to:

A. Howard Lundgren
Durham Jones & Pinegar
P.O. Box 4050
111 East Broadway, Suite 900
Salt Lake City, Utah 84110-4050

/s/ Amber Alleman _____