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Attorney for Petitioner

<p>IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT, STATE OF UTAH, IN AND FOR SALT LAKE COUNTY</p>	
<p>KRISTIN RYCHELLE BARTON, Petitioner, vs. MARIAN LEIALOHA BORGES, Respondent.</p>	<p>DECREE OF DIVORCE Case No. 174906954 Judge: Su Chon Commissioner: Kim Luhn</p>

This divorce action is before the court on Petitioner’s Verified Petition for Divorce. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, adjudges and decrees as follows:

1. Petitioner is hereby awarded a Decree of Divorce from Respondent, such to become final upon signature and entry herein.

Provisions Relating to the Children of the Parties

1. There have been no children born to or adopted by the parties from this marriage.

Provisions Relating to Debts and Obligations

3. Except as otherwise set forth in this document regarding any debts and obligations (including debt and obligations associated with any real properties or otherwise), all debts and obligations shall be the responsibility of the party who incurred the particular debt, regardless of whether the debt and/or obligation was incurred prior to the marriage, during the marriage, or subsequent to the parties date of separation on August 30, 2017, and the party who incurred the debt and/or obligation shall be responsible for, assume and pay the applicable debt and hold the other party harmless thereon.

4. Pursuant to Utah Code Ann. Section 30-3-5(c)(ii), the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses.

Provisions Relating to Personal Property

5. Petitioner shall be awarded the 1993 Toyota truck. Respondent shall be awarded the Isuzu Rodeo vehicle. Each party shall be solely responsible for the debt, insurance and any other expenses and obligations related to the vehicle awarded to that party, indemnifying and holding the other party harmless thereon.

6. Except as otherwise set forth in this document, the parties shall be awarded the personal property as they have heretofore divided it.

Provisions Relating to Real Property

7. Petitioner shall be awarded the home and real property located at 160 East Tennyson Avenue, Sandy, Utah 84070, as Petitioner's sole and exclusive property and Petitioner

shall be responsible for all debt and obligations owed thereon holding Respondent harmless from any liability thereon, and Respondent shall waive any claim for any interest therein.

1. Petitioner shall be awarded the home and real property located at 5532 South Hews Place, Taylorsville, Utah, as Petitioner's sole and exclusive property and Petitioner shall be responsible for all debt and obligations owed thereon holding Respondent harmless from any liability thereon, and Respondent shall waive any claim for any interest therein. Petitioner shall be entitled to all past, present and future rental income and/or other income or benefit derived from or pertaining to said real property.

9. Petitioner shall be awarded the home and real property located at 2898 South 2955 West, West Valley, Utah as Petitioner's sole and exclusive property and, in connection with said real property, Petitioner shall pay Respondent \$20,000. Full payment of said \$20,000 shall be made within eight (8) months after the entry of the Decree of Divorce in this matter. As of approximately August 30, 2017, the parties agree that Petitioner has taken the responsibility to make certain the mortgage and/or other obligations of said real property have been made, and the parties agree that Petitioner has received, has been and is entitled to keep all rental income and/or other income or benefit to said real property since August 30, 2017. From the date of this document forward, Petitioner shall continue to be responsible for and make certain the mortgage and all other debts and obligations of said real property be made, and Petitioner shall be entitled to keep all rental income and/or any other benefit derived from or pertaining to said real property. Respondent shall cooperate to transfer utilities into Petitioner's name (if applicable) and provide mortgage payment and any and all other related information regarding said real

property to Petitioner. Respondent also agrees to cooperate and provide any assistance reasonably necessary to Petitioner in order to facilitate Petitioner's management and maintenance of said real property, including but not limited to the payment of expenses relating to the said real property, the collection of rents, and the transfer of ownership of the said real property into the name of Petitioner solely. Petitioner shall make a good faith effort to finance or refinance the existing mortgage on said real property into Petitioner's name and Respondent shall cooperate with this process. If not part of the financing or refinancing paperwork, then, within five (5) days after Petitioner presenting Respondent with documentation showing that financing or refinancing has been approved, Respondent shall sign a warranty deed transferring all of Respondent's interest in said real property to Petitioner. In the event Respondent fails to execute a warranty deed within five (5) days after Petitioner presenting Respondent with documentation showing that finance or refinance has been approved, Petitioner may submit an ex parte motion, pursuant to Rule 70 of the Utah Rules of Civil Procedure, and the Court may direct the clerk of the court to execute said warranty deed. If Petitioner fails to either pay the full \$20,000 within eight (8) months after the entry of the Decree of Divorce in this matter or if Petitioner is unable to finance or refinance the said real property into her name within two (2) years from the date the Decree of Divorce is entered, then said real property shall be listed for sale. Upon the sale of the said real property, the net proceeds shall be divided equally (with no offset or credit given for any amount of the said \$20,000 that has been paid to Respondent or for any portion of the mortgage that has been paid or otherwise).

10. Petitioner shall be awarded the Sapphire Resort (or its assigns, successors or the applicable equivalent company) Timeshare property (whether through deed and/or contract) as Petitioner's sole and exclusive property and Petitioner shall be responsible for all debt and obligations owed thereon holding Respondent harmless from any liability thereon, and Respondent shall waive any claim for any interest therein. Petitioner shall be entitled to all past, present and future rental income and/or other income or benefit derived from or pertaining to said real property.

Provisions Relating to Alimony

11. Each party is fully capable of supporting themselves and neither party shall be awarded alimony.

Provisions Relating to Financial Accounts

12. Petitioner shall be awarded any and all other financial accounts acquired and currently in her name, currently including but not limited to, both Cyprus Credit Union checking accounts in her name (which cumulatively currently total about \$700) and the Cyprus Credit Union savings account in her name (which currently totals about \$500).

13. Respondent shall be awarded any and all financial accounts acquired and currently in her name.

14. Each party shall waive any prior claim for interest in the other parties' financial accounts, and, except as otherwise set forth in this document, each party shall indemnify and hold the other party harmless thereon for any liability related to the financial accounts awarded to that party.

15. Each party shall be awarded any cash on hand that either party currently has in that party's possession.

Provisions Relating to Pension and Related Assets

16. Petitioner and/or Respondent may have retirement, pension, investment, 401k, IRA, profit sharing plans, and/or other such benefits through their respective places of employment or other places. Each party shall be awarded all retirement, pension, investment, 401k, IRA, profit sharing plans, and/or other such benefits accrued in the their respective names through their respective places of employment or other places ("Retirement Account(s)"), including but not limited to, Petitioner shall be awarded her own Retirement Account(s) with Resource Management Inc. (with a current approximate value of \$132,826) and Respondent shall be awarded her on Retirement Accounts(s) with Life Care Centers of America Pension (with a current approximate value of \$17,000). Each party shall waive any prior claim for interest in the other parties' retirement benefits, and each party shall indemnify and hold the other party harmless thereon for any liability related to the Retirement Account(s) awarded to that party.

Provisions Relating to Life Insurance

17. Petitioner and/or Respondent may have a life insurance policy. Each party shall be awarded their own life insurance policy for which they are insured.

Taxes

18. Each party shall file "married filing separately" federal and state income tax returns for year 2017. Each party shall assume and pay any resulting tax liability owing or shall be entitled to receive any refund associated with that party's 2017 tax returns.

Attorney's Fees

19. Each party shall be ordered to assume his/her own costs and attorney's fees.

Other

20. Except as otherwise set forth in this document, the parties shall cooperate with the other to effect changes and title to property divided hereunder, to change the names and responsibilities on joint bank accounts (if applicable) and/or for payment on charge accounts and other debts and obligations divided (if applicable) and to cooperate in each and every other way necessary and proper to ensure that the terms are set forth in the Decree to be entered herein are carried out in every detail as expeditiously as is practicable under the circumstances. Each party shall sign such consents, conveyances and other documents as is reasonably necessary to accomplish the division of assets, debts and liabilities consistent with foregoing allegations.

~~21. The parties shall agree that there has been a complete accurate and current disclosure of all income, assets, and liabilities known to them at this time. The property referred to in this document shall represent all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.~~

22. ~~The Stipulation and Settlement Agreement filed with this court on March 29, 2018 replaces the “Stipulation” and “Marital Settlement Agreement” filed with the Court on November 29, 2017 in their entirety, and the “Stipulation” and “Marital Settlement Agreement” filed with the Court on November 29, 2017 shall be of no force and effect.~~

23. ~~The Stipulation and Settlement Agreement filed with this court on March 29, 2018, may be executed in any number of counterparts, each of which shall be deemed an original and as executed shall constitute one agreement, binding on all parties even though all parties do not sign the same counterpart.~~

24. Each party shall execute and deliver to the other such documents as are required to implement the provisions of this Decree of Divorce entered by the Court.

**END OF DOCUMENT
SIGNED BY THE COURT AS INDICATED BY
THE ELECTRONIC SIGNATURE AND SEAL ATOP PAGE 1**

Approved as to Form: <u>/s/ Marian Leialoha Borges</u> Marian Leialoha Borges Dated: <u>March 28, 2018</u>		