

The Order of the Court is stated below:

Dated: August 31, 2022
03:25:15 PM

/s/ ANDREW H STONE
District Court Judge



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Attorneys for Petitioner

**IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH**

In the matter of the marriage of:

BARBARA ANN WALKENHORST,

Petitioner,

v.

JAMES HOWARD WALKENHORST,

Respondent.

DECREE OF DIVORCE

Case No. 214905579

Judge Andrew Stone
Commissioner

This matter comes before the Court on Petitioner Barbara Ann Walkenhorst’s Petition for Divorce. More than thirty days have passed since this matter was filed with the Court. On July 22, 2022, the parties, Petitioner Barbara Ann Walkenhorst (“Petitioner”) and Respondent James Howard Walkenhorst (“Respondent”), entered into a Stipulation and Settlement Agreement (“Stipulation”), which was duly filed with this Court. The Court, having reviewed the filed documents, and based on its Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

The marriage contract heretofore existing between Petitioner and Respondent is hereby dissolved, and the parties are granted a divorce from one another based on the grounds of irreconcilable differences. This divorce is absolute and final immediately upon the signature of the Court and the filing by the Clerk.

1. Divorce: The parties should be awarded a Decree of Divorce upon the ground of irreconcilable differences which are sufficient grounds for divorce pursuant to Utah Code § 30-3-1(3)(h). The parties' attempts at reconciliation have been unsuccessful and no expectation exists that the parties shall resume a meaningful marital relationship.

2. Residency: Both parties are bona fide residents of Salt Lake County, State of Utah, and have been for three months immediately prior to the filing of this action.

3. Marriage Statistics: The parties were married on December 29, 1966 in Salt Lake City, Utah and are presently married. The parties separated on or about July 8, 2021.

4. Grounds: Since the marriage of the parties, irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

5. Children. There are no minor children of the parties.

6. Alimony. Neither party should be awarded alimony in exchange for the equalization of retirement and social security benefits as well as the other financial terms set forth herein.

7. Taxes. The parties shall file separate tax returns for the year 2022, and every year thereafter. Any tax return refunds or amounts owing prior to the 2022 tax year that are pending should be split evenly between the parties.

8. Real Property. The parties acquired a marital home during the course of the marriage, located at 3345 Blue Haven Drive, West Valley City, Utah 84119. The home is owned by the parties free and clear and there is no mortgage on the property.

9. Within 30 days of the execution of the stipulation, the home shall be appraised by a mutually agreed upon appraiser with the cost split evenly between the parties. Within 60 days of the execution of the stipulation, the marital home shall either be completely refinanced in Respondent's name alone, or be listed for sale by a mutually agreed upon real estate agent. If the home is listed for sale, it shall be listed at the value stated in the appraisal, or higher, if recommended by the real estate agent. If the parties cannot agree on a real estate agent or appraiser, Petitioner shall recommend three, and Respondent shall choose one from the three recommended. The parties shall cooperate in immediately providing whatever documentation or signature is necessary to effectuate the refinance or sale of the marital home.

10. In the event the marital home is refinanced in Respondent's name within 60 days after the execution of the stipulation, each party shall be entitled to 50% of the net equity in the home. Respondent shall pay Petitioner her portion of equity in the home immediately after the funds are dispersed in the event of a refinance. Respondent shall be solely and exclusively responsible for any and all costs or fees associated with a refinance in his name.

11. In the event the marital home is sold, each party shall be entitled to 50% of the proceeds of the sale after all the following have been paid in full: The real estate commissions, and closing costs. Each party shall receive his/her portion of equity in the home immediately after the funds are dispersed.

12. Any diminution in value as a result of the Respondent's alterations or neglect of the marital home since the parties separated shall be borne by the Respondent and out of his share of the equity. Such diminution in value shall be determined by a professional appraiser.

13. Personal Property. During the course of the marriage relationship, the parties acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

a. Each party is awarded their own personal property and effects and the property which is now in their individual possession or under their individual control, except as indicated within the stipulation.

b. The parties shall also be entitled to their own personal property that may be in the possession of the other at this time.

c. Petitioner shall be entitled to all of her personal property, including the following: Her personal clothes; Shoes; Jewelry; Scarves; Makeup; Family Pictures (The parties agree that they will make available to the other party the pictures to be duplicated); Italian Dishes (a gift from Jared Walkenhorst); Silverware from Petitioner's parents; Gold silverware Gold Christmas

Silverware; Gold Christmas Dishes; Christmas Glasses; Petitioner's Sister's Painting; Petitioner's Parents' Personal items (i.e., trunk, Books of Petitioner's Father, Petitioner's Mother's figurines from Germany, Pictures of Petitioner's Mother and Father's wedding, pictures of Petitioner's childhood home, etc.); 2 Christmas Trees (Given to Petitioner by Jared Walkenhorst); Half of Jared's Ashes; Purses; Coats; Petitioner's Birth Certificate; Bedding from Jared (Sheets, towels, Comforter).

- d. Respondent shall be entitled to tools; firearms (shot guns, rifles, handguns etc.)
- e. Any remaining personal property that either party may make a claim on shall be mediated between the parties if they cannot resolve the dispute between themselves.
- f. With respect to the furniture as well as other fixtures in the home (not valued as part of the appraisal on the home), the parties will agree upon a value for such items and split the value of the same. An appraiser shall value these items. The Petitioner's share of the equity in these items shall be paid to her in accordance with the refinance of the home. In the event the home is sold, these items will be split between the parties or the value of such items shall be split between the parties (if one party desires to retain the items or if they are sold).

14. Debts. The parties are aware of no joint debts not otherwise addressed in the Stipulation and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

15. Vehicles: Each party shall be entitled to the vehicle currently in their possession,

and shall be responsible for any debt, insurance, or other liability associated with that vehicle. The parties will cooperate in providing whatever documentation or signature is necessary to effectuate a transfer of title of the vehicle to the other.

16. Bank Accounts: All joint bank accounts owned by the parties, to the extent they exist, should be closed. The funds held in the parties' bank accounts shall be valued as of the date of separation, and shall be evenly divided between the parties.

17. Any joint accounts should be divided and the parties will work with thier respective social security deposits to have them deposited in thier own separate accounts.

18. Trust: Respondent is awarded the Mary Walkenhorst Trust free and clear from any claim by Petitioner now or in the future.

19. Retirement: Within 30 days after the execution of the stipulation, the parties shall file a Qualified Domestic Relations Order to equally split all retirement funds, including Respondent's Pension, between the parties.

20. Social Security. Social security income shall be equally split between the parties. To equalize the income, Respondent shall pay Petitioner a payment each month due by the 10th of each month to make the social security income equal between the parties. (Currently, each party shall receive approximately \$1500.00 from the social security. The parties agree that Respondent will remit to Petitioner the amount necessary to equalize the social securities.)

21. Within 30 days after the signing of the Stipulation, the Respondent shall provide a

full accounting of all marital monies spent after the parties separated so that the parties can determine an equitable offset and payment for the expenditures. In addition, the Respondent shall provide a full accounting of all personal property that he has sold, bequeathed, transferred or otherwise given to any person or entity since he was served with the Petition for Divorce and Domestic Relations Injunction Order. Pursuant to the accounting, the Petitioner will then be entitled to recoup her share of the marital property that was transferred/spent by the Respondent.

22. The Parties further agree to act together to sign whatever documents are necessary and to take whatever actions are necessary in order to finalize the probate action currently pending in California relating to the probate of their late son's estate. The Parties agree to provide a full accounting of all monies that have been received, taken and distributed from this Probate action as well as all remaining funds left to be distributed. The Parties agree to work together to effectuate a full distribution of the estate proceeds (and cooperate in any estate actions) in order to divide such estate assets and proceeds evenly between the parties, and to evenly pay any associated and necessary debts and costs in the probate action.

23. Life Insurance. The parties shall each keep their own life insurance policies to the extent any such policies exist.

24. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

25. Identity. Neither party should use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

26. Mutual Restraining Order. Both parties should be mutually restrained from harassing or threatening the other party. The parties should not enter the residence of the other party without prior permission from that party. Each party should be restrained from posting any negative stories, pictures, statements about the other party on any social media sites.

27. Attorney's Fees and Costs: The parties shall each be responsible for their own attorney fees and costs in this action.

THIS ORDER IS EFFECTIVE WHEN SIGNED AND DATED BY THE COURT ON TOP OF THE FIRST PAGE OF THIS DOCUMENT.

Approval as to form:

/s/ Alex Scherf*

Alex Scherf

Counsel for Respondent

**Electronically signed with permission from Mr. Scherf given via e-mail.*

DATED this 31st day of August, 2022.

DENTONS DURHAM JONES PINEGAR P.C.

/s/ Andy V. Wright

Andy V. Wright

David B. Nielson

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Attorneys for Petitioner

CERTIFICATE OF SERVICE

I certify that on August 31, 2022, I personally served a copy of the foregoing via the Court's Electronic Notification System, to the following:

Alex Scherf
Michael R. Anderson
ASCENT LAW, LLC
8833 South Redwood Road, Suite C
West Jordan, Utah 84088

/s/ Kim Altamirano