

The Order of the Court is stated below:

Dated: March 20, 2023  
04:31:02 PM

/s/ LINDA JONES  
District Court Judge



K. BRADLEY CARR - 14428  
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**IN THE THIRD JUDICIAL DISTRICT COURT  
OF SALT LAKE COUNTY, UTAH**

<b>IN THE MATTER OF THE MARRIAGE OF: HEATHER SALAZAR,</b> Petitioner,  And,  <b>COSME SALAZAR,</b> Respondent.	<b>DECREE OF DIVORCE</b>  Case No. 22-4906010  Judge Linda Jones Commissioner Joanna Sagers
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The Court, having established that jurisdiction is proper, and good cause appearing, having previously entered its Findings of Fact and Conclusions of Law, enters the following DECREE OF DIVORCE:

Marriage Terminated. The marriage of the parties is hereby terminated and the parties are granted a Decree of Divorce, said decree to become final automatically upon the date of signing and entry by the Court pursuant to the provisions of Utah Code Ann. § 30-3-7 (1953 as amended).

1. Marriage Statistics. The parties were married on September 7, 2018 in Utah, United States and are presently married.
2. Children. The parties have no minor children and none are expected.
3. Real Property. The parties shall list their home for sale. Upon the sale of the

marital property located at 2141 E. Marrwood Circle, Cosme will receive the first \$300,000 of

equity and Heather will receive the next \$300,000 of equity. Any remaining equity will be split equally between the parties. The home shall be listed for sale at a fair market offer and make all best efforts to have the home sold within 12 months. The equity due to both parties will be paid at the closing from the sale of the house. The parties shall pick a mutually agreed upon in writing realtor to list the home for sale. In the event they cannot reach an agreement, Cosme shall provide Heather a list of three realtors and Heather shall choose one realtor from the list. The parties shall follow all recommendations of the realtor including but not limited to the sale price, increase, or decrease of price, updates or repairs to the home, etc. The parties shall not refuse any reasonable market value offer. Cosme shall be required to pay, and keep current, any expenses associated with the Home. He should be awarded possession thereof until it is sold. Cosme shall be responsible to pay whatever outstanding money is due to his Mother Judy Kilgore and hold Heather harmless thereon, as there is no written loan agreement or other written obligation for the money to be repaid.

4. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties should 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:

<b><i>Item Description:</i></b>	<b><i>Awarded to:</i></b>
Ford Expedition	Cosme
Honda Pilot	Heather
Triumph	Cosme
BMW	Cosme
Puzzles	Heather
Beige Couch	Heather

a. Exchange of the above items shall be within 30 days from the date of this

agreement.

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

5. Debts. The parties acquired debts during the marriage. Each party will assume,

indemnify, and hold the other harmless from liability on, any debt in their own respective names.

a. Accumulation of Debt. Neither party will incur any additional liability on

joint credit cards.

b. Other Debts. The parties are aware of no other joint debts not otherwise

addressed in this agreement 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.

c. Delinquency in Payments. If either party is obligated on a joint-secured

debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

6. Checking and Saving Accounts. Each party will be awarded monies in their own

separate checking and savings accounts. The joint accounts shall be closed within 14 days of the stipulation. The parties shall split evenly the remaining funds from the USAA account ending in 6374 (estimated amount \$604.74). The USAA account ending in 3226 shall be divided pursuant to the party's postnuptial agreement addendum, meaning that each party shall be awarded

\$4,855.05. Cosme shall transfer Heather's \$4,855.05 within 30 days from the date of the entry of this Decree.

7. Retirement Accounts. Cosme should be awarded his two Vanguard Accounts, Fidelity Account, Crypto Account, and Raymond James Account as of September 7, 2018, including any market fluctuations on those balances, as his sole and separate property. Any contributions since September 7, 2018, including any market fluctuations to the contributions, should be divided equally. Heather should be awarded her Vanguard IRA as of September 7, 2018, including any market fluctuations, as her sole and separate property. Any contributions since September 7, 2018, including any market fluctuations to the contributions, should be divided equally. Each party should be required to prepare the appropriate QDROs related to the accounts in his or her name.

8. Crypto Account. Cosme shall be awarded his premarital portion of the crypto accounts prior to September 7, 2018. The marital portion of the crypto accounts shall be divided equally between the parties. As of the date of the arbitration, there was \$2.35 bit coin at a rate of \$23,706.00 as the marital portion of the crypto account with the total amount of \$55,709.00. Each party shall be awarded \$27,854.50 from the account. Cosme shall pay this amount to Heather within 30 days from the date of the entry of the Decree of Divorce.

9. Name. Heather will have the option of restoring her name to Knowles.

10. Alimony. Cosme shall pay Heather \$3000.00 per month for a term of 3 years unless sooner terminated by the receiving party's remarriage, cohabitation, or the death of either party. Alimony will commence March 2023.

**11. Costco Cash.** The parties shall share equally the Costco cash reward. The parties

receiving the cash shall show proof of the amount and pay the other ½ of the total amount within 7 days of receiving the Costco cash reward.

**12. Deeds and Titles.** Both parties shall sign whatever documents are necessary to

transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

**13. Attorney's Fees and Costs.** Each party should be ordered to assume his or her

own costs and attorney's fees incurred in this action.

**14. Rule 70.** Both parties are ordered to sign and fully execute whatever documents

are necessary for the implementation of the provisions of the divorce decree to be entered herein. Should a party fail to execute a necessary document within sixty (60) days of the entry of the divorce decree, the other party may bring an Order to Show Cause and request that the Court appoint the Clerk of this Court to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party. Attorney fees and court costs may be awarded against the non-compliant party.

\*\*\*\*\* END OF ORDER \*\*\*\*\*

\*\*\*\*\* SIGNATURE OF JUDGE APPEARS ON TOP OF FIRST PAGE \*\*\*\*\*

**Certificate of Service**

I certify that on this 10 day of March 2023, I served a true and correct copy of the foregoing document on the following parties in the manner indicated:

Cosme Salazar cosme.salazar@gmail.com	<input type="checkbox"/> U.S. First Class Mail <input type="checkbox"/> Had-delivery <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> Efiling
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/s/ K. Bradley Carr