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**IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY**

**STATE OF UTAH**

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IN THE MATTER OF THE MARRIAGE OF

**DEBRA BALDRIDGE,**

Petitioner,

and

**DOUGLAS BALDRIDGE,**

Respondent.

**DECREE OF DIVORCE**

Case No. 234402783

Judge Robert Lund

Commissioner Marian Ito

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This matter comes before the Court pursuant to the parties' Stipulation and Settlement Agreement ("Stipulation"). Thirty days have passed since the filing of the Petition, or the Court has entered an order waiving the thirty-day waiting period. The Court, having previously entered its written Findings of Fact and Conclusions of Law, does hereby GRANT the Petitioner a DECREE OF DIVORCE and does hereby ORDER, ADJUDGE and DECREE as follows:

1. The parties are husband and wife and do not have any children together under the age of 18.

**SPOUSAL SUPPORT**

2. **Alimony:** Doug shall pay Debra alimony of \$2,500.00 per month. Alimony support shall be paid one-half by the 5th and one-half by the 20th of each month. Alimony shall automatically and permanently terminate (1) after 10 years, (2)

upon the remarriage of Deb, (3) upon the cohabitation of Deb, or (4) upon the death of either party, whichever occurs first.

### **REAL PROPERTY**

3. **Real Property.** During the course of the marriage, the parties acquired the following real property:

a. **Marital Home.** A home and real property located in 1035 E. Grove Drive, Pleasant Grove, UT 84962 (“Marital Home”). The parties shall list the home for sale within 60 days of the signing of the Stipulation and shall consider any and all reasonable market value offers. The net sales proceeds of the home shall be split 50/50 between the parties.

b. **Time Share.** The parties agree to sell their Westgate timeshare located in Park City, UT and will split the net sales proceeds 50/50 (“Timeshare”). The parties shall list the home for sale within 180 days of the entry of the Decree of Divorce.

c. Doug agrees to be responsible for the monthly mortgage and other fees on the Marital Home and the annual Timeshare fee until the properties sell.

### **VEHICLES**

4. **Vehicles.** Debra is awarded the 2017 Jeep Compass. Doug is awarded the 2017 Jeep Cherokee. The parties will bear any expenses related to the vehicles awarded to them.

### **PERSONAL PROPERTY**

5. **Personal Property.** The parties are each awarded their own personal property, including but not limited to clothes, jewelry, premarital property, personal effects, books, paperwork, journals, and personal property acquired after separation.

### **FINANCIAL ACCOUNTS AND DEBTS**

6. **Financial Accounts.** During the marriage, the parties acquired certain financial accounts. The parties will distribute their financial accounts as follows: The parties have previously divided their marital accounts, and each shall be awarded the accounts in his or her own name.

7. **Retirement Accounts.** During the marriage, the parties acquired retirement accounts. The parties will distribute their retirement accounts as follows:

- a. Douglas has a 401k account. Deb shall receive 40% of the account. The parties shall cooperate to obtain a QDRO after entry of the Decree of Divorce; the QDRO should be drafted and filed with the Court within two months of entry of the Decree of Divorce. The parties shall each be responsible for 50% of the fees associated with preparing and obtaining a signed QDRO from the Court.

2. **Debts.** During the course of the marriage, the parties acquired debts. The parties shall each be obligated to their debts as follows:

- a. Deb shall be obligated to pay the car loan ending in #7802 with AFCU and make the full monthly loan payments.
- b. Doug shall be obligated to pay the car loan ending in #90020 with SSFCU and make the full monthly loan payments.

c. The parties agree that they shall pay off the car loans awarded to them within 36 months (3 years) from entry of the Decree of Divorce unless they agree otherwise in writing hereafter.

**3. Other Debts.** Any and all other debts and obligations, not otherwise distributed herein or acquired after separation, shall be assigned and paid for by the party in whose name such debts appear.

**4. Joint Debt Limit and Refi Obligation.** No additional amounts of debt may be added to or charged to any debt, credit card, or line of credit that is associated with or in the opposing party's name without his or her written consent. The party assigned to pay for any debt will have an ongoing duty to keep the debt current and to refinance the debt out of the other party's name as soon as possible. Once the debt is paid off, the other party's name shall be removed from the account or the account shall be closed.

**5. Hold Harmless.** Each party will hold the other harmless on the debts ordered to be paid by him or her.

**6. Creditors.** The parties understand that for joint debts upon entering the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

**7. Notification to creditors.** Pursuant to Utah Code 15-4-6.5, the party under the obligation to pay a debt shall provide a copy of the parties' Decree of Divorce

to all joint creditors of the parties existing at the time of the entry of the divorce and notify the creditors regarding the parties' separate current addresses.

**8. 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.

**9. Refinance.** Each party shall offer their best efforts to remove each other from any debts, obligations, loans, etc. by refinance or otherwise and put the loan or obligation solely in their respective name, and to assume responsibility for and release any financial burden from the other party.

#### **MISCELLANEOUS PROVISIONS**

16. **Former Name.** Deb's name may be restored to her maiden name of "Cook", if she so desires.

17. **Medical Insurance.** The parties agree that Doug shall pay for Debra's medical insurance until December 31, 2023. Starting January 1, 2024, the parties shall each be obligated for their own medical insurance, if any.

18. **2023 Taxes.** The parties shall file their 2023 taxes separately.

19. **Documentation Cooperation.** Each party shall be ordered to sign any and all documents as are required to implement the provisions herein upon request.

20. **Mediation**. Prior to or concurrent with a Petition to Modify being filed to change any provision of a final decree, the parties must first make a good faith attempt to offer to resolve the issue through mediation, for which both parties will share the cost equally.

21. **Attorney Fees**. Each party will pay his or her respective attorney fees and/or court costs in this matter.

22. **Modification**. In the event that either party seeks a modification of the Decree of Divorce the moving party for the Petition to Modify shall be responsible for the other party's attorney fees and court costs to defend the Petition to Modify if the moving party does not substantially prevail in their claims.

IT IS SO ORDERED.

Approved as to form:

/s/ Debra Baldrige\*

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Debra Baldrige

*Petitioner*

/s/ Douglas Baldrige\*

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Douglas Baldrige

*Respondent*

\*Electronically signed by Keyler Masinelli with permission via email on 11/10/2023. Original e-signatures on file with Peaceful Divorce Solutions.

**The judge's signature will appear at the top of the first page of this document.**

**CERTIFICATE OF SERVICE**

The undersigned certifies that on the 12<sup>th</sup> day December, 2023 she/he filed the foregoing DECREE OF DIVORCE using the Court's electronic filing system. The following were served via email:

Peaceful Divorce Solutions  
dawna@peacefuldivorcesolutions.com

Debra Baldrige  
debbiebaldrige@comcast.net

Douglas Baldrige  
douglasbaldrige@comcast.net

/s/ Keyler Masinelli

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