

The Order of the Court is stated below:

Dated: June 10, 2024
05:19:08 PM

/s/ **KENT HOLMBERG**
District Court Judge



1MARTIN N. OLSEN
Utah State Bar No. 6015
OLSEN & OLSEN LAW, L.L.C.
Attorneys for Respondent
8142 South State Street
Second Floor
Midvale, Utah 84047
Telephone: (801) 255-7176
Email: liz@olsenfamilylaw.net

**DISTRICT COURT OF THE STATE OF UTAH
THIRD JUDICIAL DISTRICT
SALT LAKE COUNTY**

IN THE MATTER OF THE MARRIAGE OF: JENNIFER LYNN CLARK and HERALD RAY CLARK.	DECREE OF DIVORCE Case No. 244902001 Honorable Kent Holmberg Commissioner Joanna Sagers
--	---

The above-entitled matter having come before the Court; Respondent having heretofore filed his Declaration as to Jurisdiction and Grounds for Divorce and Declaration of Military Service; Petitioner and Respondent having executed a Stipulation and Settlement Agreement dated the 16th day of May, 2024; the Court having heretofore made and entered its Findings of Fact and Conclusions of Law; and upon motion of Martin N. Olsen, attorney for Respondent, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. Bonds of Matrimony. That the bonds of matrimony heretofore existing between

Petitioner, LYNN CLARK, and Respondent, HERALD RAY CLARK, be and the same are hereby dissolved.

2. Alimony. Herald shall pay alimony to Jennifer in the amount of \$3,000 per month for 15 months from the date the agreement is signed.

ASSETS

3. Real Property. The parties have an ownership interest in the marital home, located at 1840 Grover Lane, Holladay, Utah 84124. The home, which is encumbered by a mortgage, is awarded to Herald, free and clear of any claim by Jennifer.

4. The parties also have an ownership interest in the home at 934 East Lorraine Avenue, Salt Lake City, Utah. This property, which is encumbered by a mortgage, is awarded to Jennifer, free and clear of any claim by Herald.

5. During the course of the marriage, the parties also a home at 845 East Bon Temps Road, Teasdale, Utah in Teasdale, Utah, unencumbered, which is awarded to Jennifer, free and clear of any claim by Herald. Herald is entitled to \$47,000 of joint funds to balance property equity.

6. Personal Property. That Jennifer and Herald acquired certain personal property during the marriage, which shall be divided as follows:

- a. Jennifer is awarded the following items of personal property, free and clear of any claim by Herald:
 - i. Jennifer's vehicle, a 2024 Toyota RAV4;
 - ii. The furniture, furnishings and fixtures in Jennifer's possession;

and,

- iii. Jennifer's personal belongings.
- iv. Jennifer's portion of the art, which has been divided equitably,
- v. Fifty percent (50%) of all gold and silver (less Herald's family heirlooms.

b. Herald is awarded the following items of personal property, free and clear of any claim by Jennifer:

- i. Herald's vehicle, a 2023 Toyota Tacoma;
- ii. The furniture, furnishings and fixtures in Herald's possession; and,
- iii. Herald's personal belongings.
- iv. Herald's portion of the art, which has been divided equitably,
- v. Fifty percent (50%) of all gold and silver,
- vi. Herald's family heirlooms.

BUSINESS PROPERTIES

7. The parties' office building shall be sold, proceeds of the sale to be used to satisfy mortgages on both of the marital homes.

8. Dental practice is to be sold, with proceeds to be equally divided between the parties. Proceeds are currently \$5,884.09 monthly, or \$2,942.04 each.

9. Rent payments for the office building are to be equally divided between the parties.

10. Office maintenance for the office building shall be equally divided between the

parties.

DEBTS AND OBLIGATIONS

11. Jennifer shall indemnify and hold Herald harmless on all debts and obligations in her name. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. §523(a)(15).

12. That Herald shall indemnify and hold Jennifer harmless on all debts and obligations in his name. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. §523(a)(15).

13. That 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 made in a timely manner, the secured asset shall be placed for sale in order to protect the joint debtors. A party who makes payments on a delinquent asset, which the other party is ordered to pay, may seek reimbursement of the payment of that debt in addition to interest and attorney fees from the other party who failed to timely pay the debt.

14. That the allocation of joint debts is an integral part of the financial settlement in this proceeding and is considered in the nature of support to the other party. As a result, the parties shall not discharge the debts in bankruptcy if it causes the non-bankrupt party to be liable for the debt. The parties understand that this provision may not be binding on the bankruptcy court.

15. That each party shall make their best efforts to remove each other from any joint debts, obligations, loans, etc., by refinancing the debt, obligation, loan, etc., into their sole name.

FINANCIAL ASSETS

16. Savings Accounts, Checking Accounts and Investment Accounts. Joint savings accounts, checking accounts, cash and/or investment accounts shall be equitably divided as follows (cash may vary based on 2023 tax obligation):

- a. AFCU balance \$155,000, Schwab balance \$110,000, for a total of \$265,000.
 - i. Cash to Herald: \$156,000 (\$109,000 + \$47,000)
 - ii. Cash to Jennifer: \$109,000

17. Retirement. Retirement accounts shall be equitably divided or equalized as follows:

- a. Herald's Raymond James account, balance \$140,000,
- b. Jennifer's Raymond James account, balance \$60,000,
- c. Jennifer receives \$40,000 from Herald's Raymond James account to equalize balances.
- d. Herald's Schwab account, balance \$75,000,
- e. Jennifer's Schwab account, balance \$68,000,
- f. Jennifer receives \$3,500 from Herald's Schwab account to equalize balances.

18. Tax Obligations. Any 2024 taxes incurred for liquidating joint accounts shall be equally divided between the parties.

MISCELLANEOUS

19. Former name. That Jennifer may return to her maiden name of Stewart, if she so desires.

20. Attorney Fees. Each party shall be responsible for their individual court costs and attorney fees.

21. Deeds and Other Documents. That each party shall execute and deliver to the other party such documents as are required to implement the provisions of the Decree of Divorce entered by the Court, including but not limited to titles and deeds.

22. Default. That in the event either party fails to comply with any of the terms and conditions set forth herein, the party in default shall be liable to the other party for all reasonable expenses, including attorney fees, incurred in enforcing the terms and conditions of this Decree of Divorce entered by the Court.

23. Full Disclosure. Each party warrants to the other that there has previously been a complete accurate and current disclosure of all income, assets, and liabilities. The property referred to herein represents all the real property which either party has or had any marital interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

24. Effective Date. The Stipulation became effective when signed by all parties.

In accordance with the Utah State District Court's Efilng Standard No. 4, and URCP Rule 10(e), this Decree of Divorce does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.

APPROVED AS TO FORM:

/s/ Melissa Bean

Signed by Martin N. Olsen

with permission of MELISSA BEAN, *Attorney for Petitioner* (via email: 05/29/2024)

**NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES
OF CIVIL PROCEDURE TO THE PARTIES AND THEIR COUNSEL**

NOTICE IS HEREBY GIVEN that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, this Decree of Divorce prepared by Petitioner shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of May, 2024, I sent *via* email a true and correct copy of the foregoing **DECREE OF DIVORCE**, to the following:

Melissa Bean
Attorney for Petitioner

/s/ Liz Crawford
LIZ CRAWFORD