

The Order of the Court is stated below:

Dated: September 30, 2024
03:39:49 PM

/s/ CHARLES A STORMONT
District Court Judge



HOLLY J. NELSON (12607)
DART, ADAMSON & DONOVAN
257 East 200 South, Suite 1050
Salt Lake City, Utah 84111
Telephone: (801) 521-6383
Facsimile: (801) 355-2513
Email: hnelson@dadlaw.net

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:

ERIN ELIZABETH EVANS,

Petitioner,

and

MICHAEL DONALD LEIBSLA,

Respondent.

DECREE OF DIVORCE

Civil No. 244903442

Judge Charles Stormont
Commissioner Michelle Blomquist

This matter having come before the Honorable Charles Stormont, Petitioner Erin Elizabeth Evans (“Erin”) and Respondent Michael Donald Leibsla (“Mike”) having executed a written *Stipulation and Property Settlement Agreement* (“Agreement”), that was filed on August 29, 2024, the Agreement of the parties having been submitted and approved, the Court having reviewed the records and files herein and being fully advised in the premises, and good cause appearing therefore, the Court having made and entered herein its written *Findings of Fact and Conclusions of Law*, and upon motion of the parties, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

1. Dissolution of Marriage. The parties are awarded a Decree of Divorce from the other upon the grounds of irreconcilable differences, and the marriage between Erin and Mike is hereby dissolved, and the parties are hereby freed and absolutely released from the bonds of matrimony and all the obligations thereof with said Decree to become final upon signing and entry.

2. Alimony. Neither party shall pay alimony to the other past, present, or future, and any claim for alimony shall be forever waived.

3. Real Property - Northcliffe Drive. During the course of the marriage, Erin inherited real property located at 837 Northcliffe Drive, Salt Lake City, Utah 84103 (“Northcliffe Property”). The title and mortgage on the Northcliffe Property is in Erin and Mike’s names.

- a. The Northcliffe Property shall be awarded to Erin, along with all associated equity as her sole and separate property, free and clear from any claim by Mike.
- b. Erin will assume, pay, and hold Mike harmless on any liabilities associated therewith including the first mortgage owing to Chase, account no. 1150. Erin shall assume the loan, refinance or otherwise remove Mike’s name from the Northcliffe Property mortgage obligation within nine (9) months of Mike’s removing Erin’s name from the H. Street Property.
- c. Once Mike’s name is removed from the mortgage obligation, Erin shall prepare a quitclaim deed which shall be provided to Mike, and he shall execute and return the deed to Erin within thirty (30) days of receipt.

- d. During the timeframe that Mike is still listed on the mortgage, in the event Erin is thirty (30) days or more delinquent in paying the mortgage, she shall have ninety (90) days to cure the delinquency or complete a refinance to remove Mike from the mortgage obligation. If Erin fails to do so within this timeframe, then the Northcliffe Property will be promptly listed for sale and sold. All proceeds from the sale will be payable to Erin, free and clear from any claim by Mike.
- e. If Erin is unable to assume the loan or otherwise remove Mike's name from loan on the Northcliffe Property within nine (9) months of Mike's removing Erin's name from the H. Street Property, Erin will sell the Northcliffe Property to clear Mike's name and Erin will be awarded the proceeds from the sale, free and clear from any claim by Mike.

4. Furniture and Furnishings in Northcliffe Drive. Mike shall be awarded the TV and google home devices to be picked up by a third-party within thirty (30) days of entry of the Agreement. If Mike does not have the items picked up in 30 days, Erin will be awarded the items as a full and final disposition of the personal property. All other items in the Northcliffe Property are Erin's through inheritance, gifts or otherwise, and she shall be awarded them, free and clear of any claim by Mike.

5. Real Property - H. Street. During the course of the marriage, the parties acquired real property that they use as a rental property located at 485 H. Street, Salt Lake City, Utah 84103 ("H. Street Property"). The title and mortgage on the H. Street Property is in Erin's and Mike's names.

- a. The H. Steet Property is currently being rented subject to lease agreements with both renters. The parties agree that the renters current lease agreements will be followed, and the renters will be given thirty (30) days to vacate upon the terms of the lease should Mike choose to move into one of the rental units. Mike will execute new leases with the renters no later than October 1, 2024, to remove Erin's name from any liability or interest in the property leases.
- b. The H. Street Property is awarded to Mike, subject to payment of the debt owing thereon to Chase, account no. 1331.
- c. Mike shall assume, pay, and hold Erin harmless on the debt associated with the H. Street Property. Mike shall be responsible for all utilities, liabilities, and other costs for the rentals as of the date of the signing of the Agreement. The rental property bank account balance as of the date of the signing of the Agreement will be divided equally. Mike shall be awarded all future rents and shall establish his own account for the rental. Erin is awarded the existing rental property account after the transfer of $\frac{1}{2}$ of the funds as of the date of signing of the Agreement. Erin waives the remaining amount of debt owing to her from Mike's use of the rental property proceeds.
- d. Mike shall assume or otherwise refinance the loan on the H. Street Property into his sole name no later than May 31, 2025.
- e. Once Erin's name is removed from the mortgage obligation, Mike shall prepare a quitclaim deed which shall be provided to Erin, and she shall execute and return the deed to Mike within thirty (30) days of receipt.

- f. During the timeframe that Erin is still listed on the mortgage, in the event Mike is thirty (30) days or more delinquent in paying the mortgage, he shall have ninety (90) days to cure the delinquency or complete a refinance to remove Erin from the mortgage obligation. If Mike fails to do so within this timeframe, then the H. Street Property will be promptly listed for sale and sold.
- g. If Mike is unable to assume the loan and pay the property settlement outlined herein by May 31, 2025, the H. Street Property will be sold as outlined herein to remove her name from the mortgage and pay any portion of the remaining property settlement and interest owing to Erin as outlined in paragraph 15 below.

6. Vehicles. Erin is awarded the 2023 Volkswagen subject to the debt owing thereon, free and clear from any claim by Mike. The vehicle and loan are in her sole name and the vehicle has negative equity. Mike is awarded the 2006 Range Rover and the 1991 300SL Mercedes, free and clear of any claim by Erin. The vehicles are not in Erin's name, have no debt on them, and have marital equity associated therewith that has been considered in the marital estate division. Each party shall be fully responsible for the vehicle awarded to him/her, including maintaining and paying on time any and all insurance, taxes, registrations fees, emissions testing, tires, repairs, maintenance, upkeep, oil changes, gasoline, etc., and any debt obligation or other liabilities associated with the vehicle awarded to him/her.

7. Banking and Financial Accounts. Each party shall be awarded any and all banking and financial accounts held in his or her name, free of any claim from the other party. There are no joint accounts.

8. Retirement Accounts & Benefits. Mike acquired interest in a retirement account with Fidelity during the marriage. Mike shall be awarded the funds contributed to the Fidelity account during the marriage, free and clear of any claim by Erin.

9. Cash Value Life Insurance. During the marriage, Mike obtained a life insurance policy with a current cash value of at least \$7,000. Mike is awarded this policy and all cash value, free and clear of any claim by Erin. Mike shall be entitled to name the beneficiary of this policy and shall be responsible for all future premiums associated therewith.

10. Term Life Insurance. Mike has a term life insurance policy that shall be awarded to him, free and clear of any claim by Erin. Mike shall be responsible for the premiums associated therewith.

11. Intellectual Property. Each party is awarded any intellectual property interests created by them during the marriage, free and clear of any claim by the other party. This includes, but is not limited to, business ideas, books, writings, or other individual efforts of either party.

12. Separate Assets. Each party is awarded any assets in his or her possession not specifically addressed herein and his/her premarital and separate assets, including assets acquired through gifts, inheritances, trusts, and otherwise, free and clear of any claim by the other party.

13. Personal Property. Each party is awarded their own personal effects, clothing, and jewelry. Notwithstanding the foregoing, Erin shall return the graduation ring and necklace from Mike's grandmother to Mike within thirty (30) days of entry of the Agreement.

14. Bella the Dog. During the marriage, the parties acquired Bella, their dog. The parties shall alternate every week in having possession of the dog, with the parties exchanging Bella Sundays at 5:00 p.m. or as the parties otherwise agree in advance and in writing. All exchanges shall take place with Erin dropping Bella off to Mike's residence or a third party. The parties will not have any in-person contact at the exchanges and Mike will ensure he is not home for the exchange. All care related expenses related to Bella, including but not limited to veterinary visits and grooming shall be equally shared by the parties. The parties shall instruct the vet and groomer to send them separate bills for their one-half share of each appointment. If a party pays the up-front cost for Bella, the other party shall reimburse within thirty (30) days of proof of payment of final invoice. Each party shall pay for the food, toys, beds, etc., in their home.

15. Property Settlement Award. Erin is awarded a property settlement from Mike in the amount of \$30,000 to equalize the division of the marital estate. This amount shall be paid by Mike in quarterly payments of \$7,500 per payment. Payment shall be made as follows: the first payment of \$7,500 shall be made on or before November 30, 2024; the second payment of \$7,500 shall be made on or before February 28, 2025; the third payment of \$7,500 shall be made on or before May 31, 2025; and the fourth payment of \$7,500 shall be made on or before August 31, 2025. If Mike is unable to refinance or otherwise assume the H. Street Property loan and pay the property settlement by August 31, 2025, the H. Street Property shall be listed for sale and

sold at the earliest possible date with Mike to pay Erin the property settlement amount owing at closing. The amount owing as of August 31, 2025 will accrue interest at the current judgment interest rate from August 31, 2025, until paid in full.

16. Taxes. Commencing in 2024, and every year thereafter, the parties will file their taxes separately.

17. Responsibility for Debts. During the course of the marriage, the parties acquired certain debts and liabilities. The only joint debts are the two mortgages on the real property addressed herein. Each party shall pay for all the debts held in their separate names. Erin shall be responsible for the Amex 3308 account, the Chase 8551 credit card, her University of Utah medical bill, and the Navient Student Loan no. 9713. Mike shall be responsible for the Visa 3471 credit card.

18. Responsibility for Assets. Except as otherwise specifically provided herein, as to any and all assets awarded to a party under the terms hereof, that party alone shall be fully responsible for all costs, liabilities, and/or obligations associated with such assets, including, but not limited to, debts, taxes, repairs, maintenance, upkeep, registration fees, insurance costs, fuel, etc., and he/she shall defend, indemnify against liability, indemnify against loss, and hold harmless the other party from the same.

19. Cooperation. The parties shall be obligated to cooperate with each other and to perform in good faith all acts necessary to carry out the terms hereof. Each party shall execute and deliver to the other, in a timely manner, any and all documents reasonably necessary to carry out the terms hereof.

20. Default. In the event either party defaults or otherwise fails to perform in his/her obligations stated herein, the party in default shall be liable to the other party for all reasonable expenses, including reasonable attorney fees and court costs, incurred in the enforcement of the obligations created by the Agreement and created by this Decree of Divorce.

21. Mediation. In the event of any future dispute or disputes between the parties, such as a petition to modify, the parties shall mediate in good faith with a mutually agreed upon neutral mediator. Mediation must occur prior to any court hearing, except in emergency situations, or on motions to enforce the terms herein. The parties shall equally share the mediator's fee. If the parties cannot agree on a mediator, the Court should appoint a mediator. A written record shall be prepared of any agreement reached in mediation and provided to each party. If the Court finds that one party has used or frustrated the mediation process without good cause, the Court may award attorney fees, costs, and other financial sanctions to the other party.

22. Mutual Restraints. Neither party shall stalk, intimidate, threaten, harass, malign, abuse or otherwise assault the other party nor will they have any physical contact whatsoever. Neither party may enter or come to the home or workplace of the other without prior written approval except for Erin going to Mike's home as outlined herein to exchange Bella the dog. Any communications between the parties shall be via text and only in relation to Bella, the rental property on H. Street, or communication needed to resolve the terms herein. Any attempt to contact the other party for any reason whatsoever beyond the specific purposes stated herein will be sanctioned with a \$500 award for each inappropriate contact to the other party upon Motion to the Court in addition to any additional sanctions assessed by the Court for these violations.

23. Conduct Orders. The parties will maintain a distance of at least 500 feet from each other at all times. If they see each other in public, they both have an affirmative duty to leave the premises and shall not have any contact whatsoever including by gestures, words, or through third parties that may be present. Mike shall not come within 500 feet of Erin's home for any reason at any time without her express advance written consent. Erin will only go to Mike's home for the exchange of Bella the dog as outlined herein. If either party violates the provisions of this paragraph, the other party is entitled to a financial penalty of \$1,000 per violation upon Motion to the Court. The party violating the provision is on notice that the police will be called for any contact in violation of this agreement and the non-offending party may seek additional orders of the Court to address these violations in addition to any other sanctions imposed by the Court for these violations.

24. Intimate Photos of Videos of the Other Party. Any intimate photos, recordings, and/or intimate videos will be permanently and unrecoverably destroyed. The party in possession of intimate photos, recordings, or intimate videos of the other shall be restrained from in any way maintaining, publishing, or distributing any such photos and/or recorded images of the other party without the other's express written consent and shall be subject to all remedies available at law should a party violate this provision including criminal penalties and damages associated with unauthorized distribution.

IT IS HEREBY ORDERED:

That judgment be entered accordingly.

End of document - *See electronic signature, date and seal on first page.*

APPROVED:

/s/ John Quinn* 9/23/24

JOHN QUINN Dated

Attorney for Respondent

**Signed with written permission of John Quinn*

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of September, 2024 a true and correct copy of the foregoing was served pursuant to statute by the method indicated below, to the following:

S. Grace Acosta
John Quinn
TRULILLO ACOSTA LAW
1258 W South Jordan Pkwy
South Jordan, UT 84095
grace@tagteamlaw.com
john@tagteamlaw.com
Attorneys for Respondent

U.S. Mail, Postage Prepaid
 Electronically (e-filing)
 Hand-Delivered
 Facsimile Transmission
 Overnight Mail

/s/ Cindy Marmolejo

Cindy Marmolejo

Assistant to Holly J. Nelson