

The Order of the Court is stated below:

Dated: August 25, 2022
02:07:40 PM

/s/ LINDA JONES
District Court Judge



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IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

In the Matter of the Marriage of:

GEORGE RICHARD KASTELER,

Petitioner,

vs.

HOLLY J. KASTELER,

Respondent.

DECREE OF DIVORCE

CIVIL NO. 214903027

JUDGE: Linda Jones

COMM.: Russell Minas

The above-entitled matter having been submitted to this Court by way of motion for entry of findings of fact conclusions of law and decree of divorce. The parties having entered into a Stipulation and Property Settlement Agreement filed with the Court on August 23, 2022 (herein the "Stipulation") the terms of which are incorporated into the findings of fact and conclusions of law and this decree of divorce and the Petitioner having filed his Affidavit of Jurisdiction and Grounds for Divorce and based thereon and for good cause appearing:

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

1. RESIDENCY. Petitioner and Respondent are residents of Salt Lake County, State of Utah and have been so for more than three (3) months immediately prior to the filing of this Petition for Divorce.

2. MARRIAGE INFORMATION. The parties are husband and wife having been legally married on October 22, 2002.

3. GROUNDS. During the course of the marriage, the parties have experienced irreconcilable differences and based thereon Petitioner is awarded a decree of divorce on the grounds of irreconcilable differences.

4. CHILDREN. There have been no children born as issue of the marriage.

5. REAL PROPERTY.

A. **Sandy Home**. The parties have acquired a home located at 2128 East 11270 South, Sandy, Utah 84092. (herein the “Sandy Home”)

The Sandy Home is titled in both parties’ names. The Sandy Home has first a mortgage with Bank of America that is in the name of both parties. The first mortgage payment is \$3,066 per month. The Sandy Home also has a second mortgage with Key Bank in both parties’ names. The second mortgage payment is \$675 per month. During their marriage Respondent paid \$228,000 as a down payment toward the purchase of the Sandy Home from her separate property funds. This sum shall be credited to Respondent against Petitioner’s share of equity in the Garden City Home further discussed in subparagraph B below.

The parties shall continue, after entry of the decree of divorce, to own the Sandy Home together. Respondent is entitled to reside in the Sandy Home and have exclusive possession thereof, until the first of one of the three events described below occurs, Petitioner is obligated to

timely pay the monthly first and second mortgage payments, totaling \$3,741 per month, taxes, and insurance on the Sandy Home for a period of three years. Petitioner's payments on the mortgages shall be as part of Petitioner's alimony obligation to Respondent as further outlined below in this agreement.

Respondent is entitled to reside in the Sandy Home until the first of the following to occur:

1. Remarriage, or cohabitation by the Respondent;
2. Death of either party, or
3. Three years from the date the decree of divorce is entered, unless agreed to be reduced, or extended, by the parties, by mutual written agreement, signed by each party.

Upon the occurrence of one of the first of the events, indicated in subparagraph A 1 through 3 above, the Sandy Home shall be sold and the sale proceeds distributed as follows:

- a. First, to pay off the existing mortgages on the Sandy Home;
- b. Second, to pay real estate commissions and closing costs;
- c. Third, to the extent there are expenses to prepare the Sandy Home for sale, the expense(s) shall be reimbursed to the party who paid for the expense; and
- d. Fourth, the remaining balance to be divided equally between the parties.

Provided, further, however, in the event a sale of the Sandy Home occurs by reason of death of one of the parties, then the deceased party's share of the proceeds from the sale shall be paid to the deceased party's estate.

Until sale of the Sandy Home, neither party will borrow money against, refinance or cause any lien or encumbrance to be recorded against the Sandy Home, without the written consent and approval of the other party.

Petitioner shall be entitled to all tax deductions available to claim associated with the Sandy Home including for payment of mortgage interest and real property taxes for as long as he pays such.

B. Garden City Home. Respondent is awarded the cabin and surrounding real property located at 2292 Aspen Loop, Garden City, UT 84028 (herein the Garden City Home:). As of the time the decree of divorce will be entered, Petitioner has an equitable interest in the Garden City Home in the sum of \$387,000. However, Petitioner's equitable interest in the Garden City Home shall be reduced by the sum of \$228,000 representing Respondent's down payment toward the purchase of the Sandy Home. Therefore, Petitioner's equitable interest is \$139,000, which shall become an equitable lien (herein "fixed equitable lien") against the Garden City Home in favor of Petitioner. In addition to the \$139,000 fixed equitable lien, and in consideration of Petitioner's payment of the mortgages and homeowner's insurance premiums as outlined below, Petitioner shall be entitled to one-half of all equity accruing in the Garden City Home subsequent to the parties' decree of divorce being entered. For purposes of determining the increase in equity subsequent to entry of the decree, the parties agree the Garden City Home has a present tax fair market value of \$1,070,800 and mortgage debt of \$262,000 and therefore present equity of \$808,000. The formula used to determine the subsequent increase in equity shall be the fair market value of the Garden City Home, determined in the future, by either a mutually agreed upon appraiser, or the average of two appraisers, one selected by each party, less the mortgage balances against the Garden City Home at that time, less the sum of \$808,800.

The Garden City Home has an adjustable rate first mortgage with Key Bank that has a payment of \$1,278 per month and a second mortgage with a payment of \$374 per month. Petitioner

shall be obligated to timely pay the monthly first mortgage, together with any adjustment increase, or reduction in the first and second mortgage payments, current total \$1,652 per month, for a period of three years (3) years. Petitioner's payment of the mortgages shall be part of his alimony obligation to Respondent as further outlined below. In addition, and not part of his alimony obligation, Petitioner will pay the homeowner's insurance premium and real property taxes for a period of two years. Respondent will be responsible to pay the homeowner's dues, maintenance and utilities on the Garden City Home.

Petitioner's fixed equitable lien of \$139,000, plus one-half of the increase in equity after the decree is entered (herein "Petitioner's total equity") shall be paid to Petitioner upon the sooner of the sale of the Garden City Home, or three years from the date the decree of divorce is entered, unless agreed to be extended, by the parties, by mutual written agreement, signed by each party.

Neither party will borrow money against, refinance or cause any lien or encumbrance to be recorded against the Garden City Home, without the written consent and approval of the other party.

Provided, further, however, in the event Petitioner is deceased prior to receiving a payout of Petitioner's total equity, then Petitioner's total equity shall be paid to the Petitioner's estate upon his death. In the event Respondent does not have sufficient funds to pay Petitioner his total equity, then the Garden City Home shall be sold and Petitioner's total equity shall be paid to the Petitioner from the sale proceeds.

Provided, further, however, in the event of Respondent's death occurs prior to Petitioner being paid his total equity, then Petitioner's total equity shall be paid from Respondent's estate and if her estate is incapable of paying the total equity with liquid assets, the Garden City Home shall

be sold and Petitioner's total equity shall be paid to the Petitioner from the sale proceeds.

Petitioner is entitled to all tax deductions available to claim associated with the Garden City Home including for payment of mortgage interest and real property taxes for as long as he pays such.

6. VEHICLES. Petitioner is awarded all right to the 2021 Jeep and is responsible to assume and pay the lease thereon.

Respondent is awarded the 2007 Audi that is paid for, free and clear of any claim by Petitioner and Petitioner shall cooperate to put title in Respondent's name. Respondent is also awarded possession and all right to the 2022 Mercedes vehicle that is being leased. Petitioner shall timely pay the lease payments on the 2022 Mercedes of approximately \$1,463 per month for the duration of the lease. Petitioner's payment of the lease payments on the Mercedes be considered debt assumption by Petitioner and not be part of his alimony obligation to Respondent.

Each party shall be responsible to obtain and pay the premiums for a policy of automobile insurance on the vehicles being awarded to him, or her.

7. RETIREMENT AND INVESTMENT ACCOUNTS. Except as set forth herein, each party is awarded one half of all sums in all retirement accounts, 401(k), IRA, stock and investment or brokerage accounts created by the parties during the course of the marriage, including from Transamerica Retirement that is in Petitioner's name. The Sammons account in Respondent's name is all premarital. The parties acknowledge Petitioner has exhausted a majority of the funds in his Transamerica Retirement account during the pendency of this matter to pay income taxes due on the parties' tax returns.

8. INHERITANCE. Respondent is awarded all future unpaid inheritances, distributions

and payments of any kind that she is now, or might be entitled to in the future, including from the Jack C. Jensen Family Trust, free and clear of any claim by Petitioner, except for Respondent's obligation to use a portion of the inheritance for payment of the American Express obligation as outlined below. Furthermore, and without limiting the forgoing, Petitioner waives any right to claim any award, judgment, real property or settlement funds that may inure to Respondent from or related to Respondent's pending lawsuit against Jack C. Jensen, Jr., the Jack C. Jensen Revocable Trust, and Jensen Industries L.C.

8. BANK ACCOUNTS.

a. Petitioner is awarded all sums existing in the Key Bank checking account ending #3359. The account with Key Bank ending in #7282 shall remain as a joint account.

b. Respondent is awarded all sums in the checking and savings accounts ending 2211 at Mountain America Credit Union and all sums in her Key Bank checking and savings accounts free of any claim by Petitioner.

c. Petitioner and Respondent acknowledge and agree that they have disclosed to one another all bank accounts in which they have an interest and are aware of no other accounts in which they have an interest that have not been disclosed. If it is realized that there is an undisclosed financial account or any asset, the parties will share equally after payment of attorney fees for the party who has discovered the asset.

9. PERSONAL PROPERTY.

a. Petitioner is awarded the 2018 Kawasaki Terrx4 Le side by side and the utility trailer located at the Garden City Home that is used to haul the Terrx4.

b. Respondent is awarded the 2005 Polaris ATP #1, 4-wheeler, the 2005 Polaris ATP 2, 4-

wheeler, the 2008 Yamaha YXR 70 Rhino side by side, 2 trailers used to haul these. Respondent is also awarded the furniture located at the Garden City Home.

c. The parties have divided their personal property and each party is awarded what is in his or her possession free and clear of any claim by the other party unless the parties agree otherwise in writing.

10. BUSINESS. Petitioner is a 23% shareholder and Respondent a 2% shareholder in Insure-Rite, Inc. Both parties acquired their shares of stock before the parties' marriage. Each party is awarded their ownership interest in the business.

11. ALIMONY. As and for alimony Petitioner shall pay directly to the creditor the following obligations:

- | | |
|--|---------------------------|
| a. Bank of America First Mortgage on Sandy Home: | \$3,066 per month |
| b. Key Bank Second Mortgage on Sandy Home: | \$ 675 per month |
| c. Key Bank First Mortgage on Garden City Home: | \$1,278 per month |
| d. Key Bank Second Mortgage on Garden City Home: | \$ 374 per month |
| | Total: \$ 5,393 per month |
- e. In addition, Petitioner shall pay to Respondent directly the sum of \$6,607 per month.

Alimony shall be paid one-half by the 5th and one-half by the 20th of each month.

Alimony shall automatically and permanently terminate (1) 7 years following entry of the decree of divorce, (2) upon the remarriage of Respondent, (3) upon the cohabitation of Respondent, or (4) upon the death of Respondent, whichever occurs first, pursuant to U.C.A. §30-3-5.

Petitioner's future retirement shall be a substantial material change of circumstances that is subject to a petition to modify alimony.

In the event Petitioner's death occurs prior to alimony terminating under the alternative conditions of (1) (2) or (3) above and on condition that Respondent is alive at the time of

Petitioner's death, Respondent shall receive for the remainder of her life all stock dividends or distributions related to Petitioner's ownership of shares of stock in Insure Rite, Inc. To affect this, Petitioner shall irrevocably designate Respondent as beneficiary of all of the stock dividends or distributions related to his ownership of shares of stock in Insure Rite, Inc., in a last will and testament, Trust or other testamentary instrument to be hereafter executed by Petitioner. Petitioner shall provide to Respondent a copy of said will, Trust or other testamentary instrument. Petitioner's post death alimony obligation is subject to modification under the Court's continuing jurisdiction as stated in U.C.A. §30-3-35(11)(a) and termination based upon the conditions of (2), (3) and (4) above.

12. LIFE INSURANCE: Petitioner has available life insurance on his life and long-term care insurance with benefits of \$500,000.00. Petitioner shall name Respondent as beneficiary as to the full death benefit available on this policy until his alimony obligation terminates. Proof of coverage, amount, and beneficiary shall be provided upon request.

13. DEBTS.

a. By Petitioner: Petitioner shall pay a. the first and second mortgage payments on the Sandy, Home, b. the first and second mortgage payments on the Garden City Home, c. the lease payments on the Mercedes Benz being awarded to Respondent and d. the remaining balance on the American Express card, in excess of \$10,000 that Respondent will be paying as set forth below. The mortgage payments on the Sandy Home and Garden City Home shall be considered as part of Petitioner's alimony obligations to Respondent.

b. By Respondent: Respondent shall pay \$10,000 toward the American Express card representing sums she charged to pay attorney's fees for this case and for an estate plan. This will

be paid by Respondent when she receives her anticipated disbursement from the Jensen Family Trust. Petitioner will pay and hold harmless the remaining amount in excess of \$10,000 and Respondent will cease her use of the card including incurring charges on the card beginning July 15, 2022.

Pursuant to the provisions of U.C.A. §30-3-5(c) and U.C.A. §15-4-6.5, the parties should be ordered to notify their respective creditors or obligees regarding the court's division of debts, obligations, and liabilities and regarding the parties' possible future separate addresses and current addresses.

14. TAXES. The parties will file the 2021 taxes jointly, with Petitioner paying any liability and the parties sharing equally in any refund. The parties will each approve the state and federal tax returns before they are filed.

For tax years going forward, Petitioner shall be entitled to all deductions, or credits on his individual separate tax returns for real property taxes and mortgage interest paid by him on the Garden City Home and Sandy Home.

15. COOPERATION. Each party hereby specifically agrees to cooperate with the other, through counsel or otherwise, to effect changes in titles to property agreed to be divided hereunder, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every other way necessary or proper to insure that this Decree of Divorce is carried out in every detail.

16. STORAGE UNIT. The parties will equally divide the contents of the storage unit.

17. MODIFICATION AND WAIVER. No modification or waiver of any of the terms of the Agreement shall be valid unless in writing and signed by each party to this action and

subsequently approved by the Court. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

18. COMPLETE SETTLEMENT. This is a complete settlement of all rights either party may have in the other's property, whether presently existing or hereafter acquired.

APPROVED AS TO FORM:

/s/ Jennifer L. Falk
Jennifer L. Falk
Attorney for Respondent
Signed by Alan R. Stewart
with permission of Jennifer L. Falk

END OF DECREE OF DIVORCE

In accordance with the Utah State District Court eFiling standards No 4, and URCP 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper-righthand corner of the first page of this Order along with the court's seal and the date and time the Order was executed.

CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of August, 2022 I caused to be filed the foregoing Decree of Divorce via the court's electronic filing system, to be delivered to the following:

Jennifer L. Falk
Strong & Hanni
102 South 200 East, Suite 800
Salt Lake City, UT 84111
Attorney for Respondent

/s/ Alan R. Stewart