

The Order of the Court is stated below:

Dated: February 22, 2022
11:39:22 AM

/s/ RICHARD MCKELVIE
District Court Judge



Jessica S. Couser #13050
Attorney for Petitioner
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IN THE THIRD DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

SYLVIA H BAUMAN,

Petitioner,

vs.

MARK R BAUMAN,

Respondent.

DECREE OF DIVORCE

Civil No. 214904839

Judge Richard McKelvie

Commissioner Michelle Blomquist

The above-entitled matter came before the Court on Petitioner's Verified Petition for Decree of Divorce. The parties have filed a Stipulation and Settlement Agreement resolving all issues, and Petitioner has testified by Declaration as to jurisdiction and grounds. The Court, having entered its Findings of Fact and Conclusions of Law, now orders:

DECREE OF DIVORCE

1. The parties are hereby awarded a Decree of Divorce from one another on the grounds of irreconcilable differences and their marriage is hereby dissolved.

Taxes

2. The parties shall file joint tax returns for 2021. The parties shall set aside \$10,000.00 from the joint AFCU account ending in #2974 to pay the taxes. The parties shall

equally share in any cost of preparation of taxes. The parties shall equally share any tax refund or tax liability. If the \$10,000.00 earmarked exceeds the collective tax liability, then the parties shall divide the remaining balance equally.

Real Property

3. The following properties are awarded to Sylvia, including all associated rents and obligations:

a. 5151 West 6435 South, West Jordan, UT with all debts and liabilities commencing on February 1, 2022, free and clear of any claim by Mark. Mark shall move out of this property by April 30, 2022.

b. 5730 Swimmer Drive, Las Vegas, NV with all debts and liabilities commencing on February 1, 2022, free and clear of any claim by Mark.

c. The marital property located at 8728 West Edith Drive, Magna, UT with all debts and liabilities commencing on February 1, 2022. Sylvia shall refinance the home within 12 months of entry of Decree of Divorce. In the event that the refinance does not occur in that time period, or the mortgage is more than 30 days delinquent, the home shall immediately be placed for sale at a reasonable market value price. In full and final resolution of all property disputes Sylvia is awarded all equity in this property free and clear of any claim by Mark.

4. Properties awarded to Mark, including all associated rents and obligations:

a. The marital property located at 389 Severn Court, Henderson, NV with all debts and liabilities commencing on February 1, 2022, free and clear of any claim by Sylvia.

b. The marital property located at 208 Turkey Creek, Henderson, NV with all debts and liabilities commencing on February 1, 2022, free and clear of any claim by Sylvia.

c. The marital property located at 1336 Angel Falls, Las Vegas, NV with all debts and liabilities commencing on February 1, 2022, free and clear of any claim by Sylvia.

Personal Property

5. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division is as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
1995 GMC pick up	Mark
2000 Toyota Camry	Mark
2007 HHR	Mark
Mark's personal effects	Mark
Tools	Mark
2013 Hyundai Sonata	Sylvia
Sylvia's jewelry	Sylvia
Furniture and other items in the West Jordan house	Sylvia
Sylvia's personal effects out of the Severn property	Sylvia

a. Mark shall remove his items from the West Jordan house upon vacating the premises on or before April 30, 2022.

b. Sylvia shall remove her items from the Severn property on or before April 30, 2022.

Debts

6. The parties acquired debts during the marriage. Each party shall assume, indemnify, and hold the other harmless from liability on the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
Debts in Mark's name only	Mark
Debts in Sylvia's name only	Sylvia

a. **Accumulation of Debt:** Neither party shall incur any additional liability on joint credit cards.

b. **Other Debts:** There are no other joint debts not otherwise addressed herein, and each shall pay any and all separate debts in their own names. Should other joint debts later be discovered, the person responsible for incurring the debt shall 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 jointly secured debt, the payment of that debt shall remain current. In the event that a payment is not paid in a timely manner, the secured asset shall be placed immediately on 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.

Stock

7. Sylvia has a small Robin Hood Stock trading account in the approximate amount of \$661.00 which is awarded to her free and clear of any claim by Mark.

Checking and Savings Accounts

<i>Account</i>	<i>Awarded to:</i>
Joint Rental Account Wells Fargo #7381 in the approximate amount of \$8,000.00	Sylvia shall receive \$4,000.00 from this account and Mark shall be awarded the remaining balance.

AFCU Joint #2974 in the approximate amount of \$92,471.00	The first \$10,000.00 of this account shall be reserved for the 2021 tax obligation. The remaining balance shall be divided equally between the parties.
AFCU Mark's account #3293	Mark
AFCU Sylvia's account #2114	Sylvia

a. The joint AFCU account shall be closed after the 2021 taxes have been paid.

Retirement Accounts

8. In full and final resolution of all property disputes, Sylvia is awarded her 401(k) in the approximate amount of \$169,080 free and clear of any claim by Mark. Mark is awarded his Alen Financial 401(k) in the approximate amount of \$159,306 free and clear of any claim by Sylvia. Mark's URS 401(k) in the approximate amount of \$109,000.00 shall be divided equally between the parties. Mark's pension and Sylvia's pension shall be divided according to the *Woodward* formula with each receiving one-half (1/2) of the marital portion. Mark shall be responsible for all costs associated with dividing his URS 401(k) and his pension. Sylvia shall be responsible for all costs associated with dividing her pension. The parties shall file the necessary paperwork to divide said accounts within 60 days of entry of the Decree of Divorce. Commencing February 1, 2022, Mark shall pay Sylvia \$566.93 per month until she receives her portion directly from his pension fund.

Name

9. Sylvia shall have the option of restoring her name to "Sylvia Herrera," if and when she so desires.

Alimony

10. Neither party is awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

Deeds and Titles

11. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in this Decree of Divorce and are necessary to implement this Decree of Divorce herein.

Attorney's Fees and Costs

12. Each party shall assume his or her own costs and attorney's fees incurred in this action.

COURT SIGNATURE AND SEAL AT TOP OF FIRST PAGE OF DOCUMENT

APPROVAL AS TO FORM:

/S/ Stephen Buhler
STEPHEN BUHLER
Attorney for Respondent
(Electronically signed by Jessica S.
Couser with permission of Stephen Buhler)

RULE 7(j) NOTICE

Pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure a true and correct copy of the foregoing proposed Decree of Divorce was provided on the 2nd day of February 2022 to counsel for Respondent in this matter. Notice of objections to this Order must be submitted to the Court and counsel within seven (7) days after service. Should no objections to this Order be submitted to the Court and counsel within seven days after service, this Order shall be presented to the Court for entry and signature.

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served via email, true and correct copy of the foregoing *Decree of Divorce* on this 2nd day of February, 2022, to the following:

Stephen Buhler
Attorney for Respondent
jblawyer@aol.com

/s/ Jenifer Page Jones _____