

The Order of the Court is stated below:

Dated: May 05, 2023
10:41:24 AM

/s/ JENNIFER VALENCIA
District Court Judge



SCALLEY READING BATES
HANSEN & RASMUSSEN, P.C.
A. Daniel Spencer, #14797
15 West South Temple, Suite 600
Salt Lake City, Utah 84101
Telephone: (801) 531-7870
Fax: (801) 326-4669
dspencer@scalleyreading.net

Counsel for James Larkin

IN THE SECOND DISTRICT COURT, FARMINGTON DEPARTMENT

IN AND FOR DAVIS COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF:

KATHLEEN S. LARKIN
and
JAMES R. LARKIN

STIPULATED DECREE OF DIVORCE

Civil No. 224701847

Judge Jennifer Valencia

Commissioner Christina Wilson

THIS MATTER Comes before the Court on the Findings of Fact and Conclusions of Law entered in the above captioned matter. Having now concluded that jurisdiction to be proper, and that an order consistent with the Findings be entered, the Court hereby Orders, Adjudges, and Decrees as follows:

1. The marriage between James R. Larkin [“James”] and Kathleen S. Larkin [“Kathleen”] is hereby dissolved due to irreconcilable differences.

I. TAXES

2. The parties shall file their 2022 taxes as a joint tax return, and they shall share equally any refund or debt resulting therefrom.

II. REAL PROPERTY

3. The following real property acquired during the course of the marriage shall be awarded to James:
 - a. 55W 1340 S., Farmington, UT 84025 [“Farmington Rental”];
 - b. 753 S. 6300 E., Huntsville, UT 84317 [“Huntsville Condo”];
 - c. The Huntsville storage garage;
 - d. The parties’ interest in 3710 S. Goldfield Rd. SPC 578, Apache Junction, AZ 85119 [“Arizona Home”], subject to any ownership interest by any third parties;
 - e. The Bountiful Peak Cabin, located on a U.S. Forest Service lease held by James.

4. The following real property acquired during the course of the marriage shall be awarded to Kathleen
 - a. 1003 Davis Creek Ln., Farmington, UT 84025 [“Farmington Home”];
 - b. 2200 S. Orchard Pines, Bountiful, UT 84010 [“Bountiful Condo”];
 - c. 1881 W. 5050 S., Roy, UT 84067 [“Roy Condo”];
 - d. Lot 7, BLK L, Meadow Lake Estates Subdivision, Brian Head, UT [“Brian Head Property”], held by Kathleen.
5. The parties shall take title of the respective properties indicated herein, along with any contracts associated therewith, free and clear of any claim or interest by the other party. Beginning on April 1, 2023, each party shall be entitled to collect any rents free and clear of any obligation to divide the same with the other party. Thereafter, each party shall be solely responsible for any taxes, liabilities, and encumbrances associated with the property, and he shall indemnify and hold the other party harmless against the same.
6. The parties shall cooperate to change the title on any real property, and shall refinance or retire any mortgages or other encumbrances on any property they are awarded so as to remove the other party from the same. The parties will endeavor to refinance, retire, or assume the obligation exclusive of the other party as soon as is reasonable and practicable.
7. The parties own an interest in the real property located at 2828 N. 2200 W., Salt Lake City, Utah, Parcel No. 08-09-476-028-0000 [“8 acres”] and Parcel No. 08-10-

300-012-0000 [“2 acres”] [collectively “Salt Lake Farm”], currently titled in the name of Larkin Enterprises, LLC. Both parcels shall be sold and any net proceeds divided equally between the parties. Until time of sale, James shall be responsible for maintaining the Salt Lake Farm, except Kathleen shall be solely responsible for maintaining the livestock and the insurance on the greenhouse.

8. The parties shall share responsibility for any costs and labor necessary to remove items, including the greenhouse, from the property, as agreed or as necessary to facilitate a sale.
9. Any additional funds, refund checks, or accounts payable deriving from the Salt Lake Farm shall be deposited with Larkin Development, Inc. to facilitate the ongoing costs associated with the Salt Lake Farm.

III. DEBTS

10. All debts not specifically disclosed or listed herein shall be allocated to the party that acquired the debt.
11. The parties have retired all marital debt as of April 1, 2023. Thereafter, any debt acquired by either party shall be the responsibility of the party incurring the debt.
12. James has a loan of \$100,000 against his Northwestern Mutual Life Insurance Policies. This shall be solely his responsibility as part of the equalization.
13. Any debt secured by an asset awarded hereunder shall be the sole responsibility of the party to whom the asset is awarded unless otherwise specified herein.
14. Each party shall indemnify and hold the other harmless against any debts acquired by or awarded to the other herein.

IV. BUSINESS INTERESTS

15. Kathleen shall be awarded the exclusive right to the company Larkin Enterprises, LLC, along with the bank account associated therewith, subject to James' one half undivided interest in the real property held by Larkin Enterprises.
16. Kathleen is awarded Larko Properties, LLC, free and clear of any claim of James.
17. James is awarded Larkin Leasing, LLC, free and clear of any claim of Kathleen.
18. Larkin Development, Inc., is awarded in the entirety to James, along with all assets, liabilities, and duties associated therewith, free and clear of any interest by Kathleen, subject to her interest as set forth in Paragraph 21.

19. Larkin Landscaping and Larkin Lawn Care have been sold, and each party has a separate nonmarital interest in the proceeds from the sale of the businesses pursuant to the asset purchase agreement executed by the parties.
20. Each party shall cooperate to update the State of Utah registration for each business they are awarded herein.

V. PERSONAL PROPERTY

21. During the course of the marriage the parties acquired certain items of personal property.
22. The personal property shall be awarded free and clear of any interest or obligation by the other party, as follows:

James	Kathleen
2018 GMC Sierra	Infiniti QX 80
Subaru Legacy (180,200 miles)	05 Chevrolet Silverado with snow plow
2002 Ford F250 w/snowplow	Bobcat farm tractor w/implements
Wellcraft 24 foot boat w/trailer	Horse tack
2021 Skidoo 850 snowmobile	One work trailer
2005 Arctic Cat snowmobile w/ trailer	Garden shed w/tools
work trailers	Horse panels/fencing
1 beehive	E bike
2 Fat tire e bikes	Two road bikes
1 E bike specialized	Her interest in the Harley Davidson motorcycle
Dumpster	Paddock covered horse stall
Old fireplace	2 beehives
20 Horse panels	Goat house
1 Kayak	1 Paddleboard
1 Paddleboard	1 Blow up paddleboard
1 Blow up paddleboard	1 Kayak

23. All other personal property shall be divided equitably as the parties have done or may agree. Each party shall indemnify and hold the other harmless against any liability or claim arising under their ownership of any personal property hereunder.

VI. FINANCIAL ASSETS

24. The parties possess the following bank accounts and financial assets, which shall be divided as indicated:

James	Kathline
Wells Fargo acct. '0211	America First Credit Union acct. '2759
Brighton Bank acct. '8175	New York Life Whole Life Policy '688
America First Credit Union acct. '5882 (Larkin Landscaping)	America First Credit Union acct. (Larkin Enterprises)
Northwestern Mutual Trad. Comp. Life '0730	America First Credit Union acct. '5248
Northwestern Mutual Adj. Comp. Life '9238	Glacier Bank acct. '1806
Northwestern Mutual Var. Comp. Life '1691	
Key Bank	

25. If either party is named as signatory, user or joint owner on any of the accounts awarded to the other herein, then the parties shall cooperate to remove the party not awarded the account.

26. The parties have 1,821,989 points through an American Express card held by Larkin Landscaping. The points shall be equally divided between the parties. The parties shall cooperate to effectuate this provision.

27. In order to equalize the division as set forth above, James shall pay to Kathleen a sum of \$36,017 as a property settlement on the accounts listed herein

28. Any accounts or assets not listed here shall be equitably divided.

VII. RETIREMENT ACCOUNTS

29. During the course of the marriage, the parties acquired interests in retirement benefits that shall be equitably distributed.

30. The parties shall be entitled to keep the IRA accounts in their respective names, subject to the provisions of paragraph 31.

31. Kathleen shall be awarded \$4,448 worth of shares, in kind, from James' IRA account number ending in 9114, to be transferred to Kathleen's Northwestern Mutual IRA account number ending in 9102 as a DRO. The amount shall, not be subject to change in value between the date of this Order and the date of the transfer. This transfer shall occur within 60 days of entry of the Decree of Divorce.

VIII. ALIMONY

32. Neither party shall be awarded alimony now or in the future.

IX. ATTORNEYS FEES AND COSTS

33. Each party shall be responsible for their own fees and costs incurred in this action.

X. MISCELLANEOUS PROVISIONS

34. Each party shall indemnify and hold the other harmless against any liabilities arising under the division of assets and liabilities following the entry of the order.

35. Kathleen may elect to return to using her maiden name of Steed should she choose to do so.

36. The parties shall each be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce within 60 days of the Decree being entered.
37. Each party shall be permanently restrained from doing or saying anything to the detriment, harm, or injury of the other party. The parties shall be mutually restrained from involving any third party to injure or harm, harass, abuse, stalk, or bother the other party or any person associated with the other party.

SO ORDERED.

*****THIS DOCUMENTS CONSTITUTES AN ORDER OF THE COURT WHEN IT BEARS THE SEAL OF THE COURT ATOP THE FIRST PAGE*****

APPROVAL AS TO FORM AND CONTENT:

/s/Kathleen Larkin_____.

Kathleen Larkin

Signed with permission by Danielle Crumb,
Counsel of record for Kathleen Larkin

/s/ James R. Larkin_____.

James Larkin

Signed with permission by A. Daniel Spencer,
Counsel of record for James Larkin

CERTIFICATE OF MAILING

The undersigned hereby certifies that on the 2nd day of May, 2023, a true and correct copy of the foregoing STIPULATED DECREE OF DIVORCE was caused to be served on the following in the manner indicated below:

DANIELLE CRUMB, #16673
FARR CRAGUN & BERUBE, PC
1920 WEST 250 NORTH, SUITE 1
OGDEN, UT 84404
(801) 866-0031
DANIELLE@UTAH-LAWFIRM.COM

Via e-filing

/s/ Natasha Stewart
Natasha Stewart