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**IN THE FOURTH JUDICIAL DISTRICT COURT
IN AND FOR UTAH COUNTY, STATE OF UTAH**

In the matter of the marriage of: LAMAR C. LARSEN, Petitioner, and CHERYL L. LARSEN, Respondent.	DECREE OF DIVORCE Case No. 244403044 Judge Tony F. Graf, Jr. Commissioner Marian Ito
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On April 16, 2026, the parties came before the Court for trial. Petitioner was present and represented by Daniel B. Garriott. Respondent appeared pro se. Now, having considered the testimony and evidence submitted at trial, as well as closing arguments, the Court having made and entered Findings of Fact and Conclusions of Law, now therefore:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The parties are awarded a divorce one from another breaking the bonds of matrimony now existing between them.

Provisions Relating to Jurisdiction

2. The parties are both bona fide resident of Utah County, State of Utah, and have been for three months immediately prior to the filing of this action.

3. The parties resided in the marital relationship in the State of Utah, or the acts complained of by Petitioner were committed by Respondent in the State of Utah and therefore this Court has long-arm jurisdiction over Respondent pursuant to U.C.A. §78B-3-205.

4. Petitioner and Respondent were married on January 9, 1999, in Utah County, State of Utah, and are presently married.

Provisions Relating to Grounds

5. During the course of the marriage, the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship.

Provisions Relating to the Children of the Parties

6. There are no minor children as a result of this marriage.

Provisions Relating to Alimony

7. Petitioner has income from two sources: a pension obtained from his employment at Geneva Steel and social security.

8. Petitioner receives \$241 from his pension and \$2,756 from social security for a total of \$2,997.

9. Petitioner's reasonable and necessary expenses were identified on his Amended Financial Declaration, but were updated during his testimony as follows:

Monthly expense	Current Amount
Rent or mortgage	\$652.00
Real estate taxes (if not included in mortgage)	\$
Real estate insurance (if not included in mortgage)	\$
Real estate maintenance	\$200.00
Food and household supplies	\$600.00
Clothing	\$
Automobile payments	\$118.99
Automobile insurance	\$152.00
Automobile fuel	\$140.00
Automobile maintenance	\$150.00
Other transportation costs (public transportation, parking, etc.)	\$
Utilities (such as electricity, gas, water, sewer, garbage)	\$287.66 (Power)
	\$92.71 (Water)
	\$27.24 (Gas)
Telephone	\$25.00
Paid television, cable, satellite	\$
Internet	\$89.03
Credit card payments	\$400.00
Loans and other debt payments	\$
Alimony	\$550.00
Child support	\$
Child care	\$
Extracurricular activities for children	\$
Education (children)	\$
Education (self)	\$
Health care insurance	\$
Health care expenses (excluding insurance listed above)	\$
Other insurance (describe)	\$
Entertainment	\$50.00
Laundry and dry cleaning	\$
Donations	\$278.24

Gifts	\$
Union and other dues	\$
Garnishment or income withholding order	\$
Retirement deposits (including pensions, 401(k), IRA, etc.)	\$
Other (describe)	\$
Other (describe)	\$
Total monthly expenses	\$3,812.87

10. Respondent was awarded \$550.00 per month as a temporary award.

11. Even without the alimony payment of \$550.00 per month, his expenses exceed Petitioner's income by \$265.87.

12. Petitioner testified that although he is current with his alimony obligation, he consistently has to rely upon his credit cards to make ends meet and his debt increases every month.

13. Respondent has income of \$1,071 from social security.

14. Respondent testified she has the following expenses:

<u>Expense</u>	<u>Amount</u>
Car insurance	\$79.00
Phone	\$55.00
Chase Credit card payment	\$100.00
Citibank Credit Card payment	\$150.00
Ebay Credit Card payment	\$50.00
Food	\$300.00
Property maintenance	\$100.00
Fuel	\$200.00

Total Monthly Expenses	\$1,034
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15. Respondent's income, therefore, exceeds her expenses.

16. Given that Respondent's income exceeds her expenses, Respondent has not demonstrated that she has a need for alimony.

17. Further, Petitioner's expenses exceed his income, and Respondent has not shown that Petitioner has the ability to pay.

18. No alimony is therefore awarded to either party.

Provisions Relating to Personal Property

19. During the course of the marriage relationship, the parties acquired certain items of personal property. The parties' personal property shall be split equitably between them.

20. Each party shall be awarded all bank accounts, investment accounts, and any other financial assets in their name. All joint accounts shall be split equitably between them.

21. Petitioner is awarded the 2010 Ford Explorer and shall be responsible for any loan associated with it. The loan on the vehicle is approximately \$6,000. Petitioner testified he believes the vehicle is worth a little less than \$6,000, but presented evidence that the trade in value of the vehicle is \$2,262, leaving it with zero or negative equity.

22. Respondent is awarded the 2006 Ford Explorer. It is not encumbered by any loans. Respondent testified it is worth approximately \$5,000.

23. Petitioner is awarded the 2017 Polaris Sportsman as it is approximately the same value as the 2006 Ford Explorer.

24. Petitioner is awarded his premarital property, including the Berretta, Shotgun, and boat.

25. All other personal property shall be divided equitably between the parties. The parties shall first attempt to divide the items between themselves. If they are unable to agree on items, the parties shall alternate choosing items, beginning with the Respondent, until all of the remaining personal property is fully divided.

Provisions Relating to Real Property

26. During the course of the marriage, the parties acquired certain real property to wit:

- a. A home located at 796 West Lakeview Road, Lindon, Utah 84042.
- b. The home is titled in Lamar C. Larsen and Cheryl Larsen, husband and wife as joint tenants.
- c. The home includes two main buildings, including a home and what the parties previously called the rental.
- d. The real property, including both the home and the rental, shall be sold and the proceeds applied as follows:
 - i. Any and all costs and expenses related to the sale of the property shall be paid;
 - ii. Any and all mortgages on the property shall be fully paid;
 - iii. Any and all liens on the property shall be fully paid;

- iv. The Home Depot, Prime Visa, Chase bank, and Citibank credit cards shall be fully paid (up to the amount of the debt on the date of the trial);
- v. The remaining proceeds shall be divided equally between the parties.
- e. The parties shall mutually agree upon a realtor to sell the property. If they are unable to agree, the parties shall use Joe Gordon as their realtor. The parties shall follow the guidance and recommendations of the realtor in setting the price, marketing, and reductions in price as needed to sell the property.
- f. The parties shall cooperate in maintaining the property “show ready” and accommodate all showings in order to facilitate the marketing and sale of the property.

Provisions Relating to Pension and Related Assets

27. Petitioner has a pension from Geneva Steel, which he was awarded as his separate property in the parties’ first divorce. The pension shall remain Petitioner’s separate property. To the extent there are any death benefits owed to Respondent, Respondent shall retain those benefits.

28. Each party shall be awarded their own separate property from inheritance or other sources.

Provisions Relating to the Debts of the Parties

29. Except as specifically provided for herein, each party shall be responsible for any and all debts in their own names.

Miscellaneous Provisions

Taxes

30. The parties shall file jointly for 2025, and beginning in 2026, shall file separately.

Attorney's Fees

31. The Court finds that neither party has a greater ability to pay attorney fees, and orders that each be responsible for his/her own fees.

Other

32. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

**ENTERED BY THE COURT ON THE DATE AND TIME STAMPED AT THE
BEGINNING OF THIS DOCUMENT.**

CERTIFICATE OF SERVICE

I certify that on this 26th day of May, 2026, I sent a true copy of **DECREE OF DIVORCE** to the following individuals via the Court's e-filing system, email and/or US Mail, postage prepaid to:

Cheryl Larsen

York Howell

/s/ Daniel B. Garriott
Daniel B. Garriott