



**COLLINS RUPP P.C.**

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**IN THE SECOND DISTRICT COURT IN AND FOR  
DAVIS COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:	<b>DECREE OF DIVORCE</b>
SHARALEE LUNDSTROM, Petitioner,	
and	
DAVID LESLIE LUNDSTROM, Respondent.	Case No. 254700923 Judge: Ronald Russell Commissioner: Christina Wilson

In accordance with Utah Code 81-4-401(2), the above-captioned matter came before the court for consideration absent a hearing. Pursuant to the *Stipulation and Property Settlement Agreement*, a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. The parties are awarded a Decree of Divorce on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

2. Taxes. The parties shall file joint state and federal tax returns for the 2025 tax year

as soon as possible. Sharalee shall receive the entire tax refund. Both parties shall cooperate in promptly filing their taxes as soon as possible after the signing of the stipulation and shall provide whatever documentation or other information that will facilitate the filing. The

parties will equally divide the costs of preparation and filing.

3. Beginning with the 2026 tax year, the parties shall file separate tax returns. Sharalee shall be permitted to claim any children and mortgage interest deductions on her taxes.

4. Real Property. The parties own a home at 24 West 1375 N., Layton, UT 84041 ("Marital Home").

a. Sharalee is awarded the Marital Home as her sole and separate property free and clear of any claim by David, except as otherwise set forth herein.

b. There is currently a second mortgage on the Marital Home through America First Credit Union with an amount owing of approximately \$31,000 (monthly payments of \$494). David shall pay Sharalee thirty-one thousand dollars (\$31,000). David requires the use of his retirement account, as specified below, to make this payment. David shall initiate the proper paperwork to withdraw his retirement funds within thirty (30) days of the date of the signing of this Stipulation. David shall pay Sharalee the funds within a reasonable time where David is dependent on the funds being released from the retirement account. Sharalee shall use these funds to pay off the second mortgage entirely within sixty (60) days of receipt of the funds and shall provide David with the lien release documents. Sharalee may keep any amount remaining from these funds after paying off the second mortgage.

c. Sharalee shall have thirty (30) months from the date of the entry of the

Decree to remove David's name from the mortgage and deed on the Marital Home. David shall cooperate in any refinance or assumption efforts undertaken by Sharalee.

d. If she is unable to remove David's name from the mortgage and deed within thirty (30) months of the date of the Decree, Sharalee shall list the Marital Home for sale with a realtor of her choosing.

e. Sharalee shall act in good faith in selling the home and shall follow the advice of the realtor regarding: list price, offers accepted/rejected, counter-offers, sale deadlines, and so on.

f. Sharalee shall be responsible for all costs and expenses associated with the Marital Home until it is sold, including but not limited to: original mortgage; utilities; repairs; maintenance; and so on.

g. Sharalee shall transfer all utilities and services out of David's name and into her name within thirty (30) days from the date of the entry of the Decree.

h. Sharalee is awarded all equity in the Marital Home free and clear of any claim by David.

i. David shall not encumber the home in any way or allow others to do so.

j. If Sharalee is more than 30 days late on a mortgage payment, she shall immediately list the Marital Home for sale as set forth herein.

5. Personal Property. All marital personal property shall be awarded as follows:

a. David:

- i. All of his clothes, shoes, and personal belongings and effects;
- ii. Personal Bible;

- iii. The carved chest and all contents in carved chest in landing main hall of home;
- iv. Christmas Décor: paper mache Santa, and embroidered Santa sleigh;
- v. Facial razor;
- vi. All items from his nightstand;
- vii. Glass framed picture of oriental style landscape;
- viii. Bronze statues;
- ix. Window air conditioning unit;
- x. Family photos from kids' childhood.
- xi. Rocking chair from David's mother's estate.
- xii. Sharalee shall make best efforts to locate each of the items outlined above.

David recognizes that certain property listed above may not be able to be located by Sharalee. Sharalee shall permit David (or an agreed-upon representative) to retrieve David's personal property.

- b. Sharalee:
  - i. All other items of personal property not being awarded to David, above.

6. Vehicles: Sharalee is awarded the vehicles listed below, together with all debt and liability associated therewith, free and clear of any claim by David. Sharalee shall transfer title on the below vehicles to be only in her name and shall remove David from the loan on the Chevrolet Econoline Van, both within ninety (90) days from the date of the entry of the Decree and provide documentation to David.

- a. Chevrolet Econoline Van;
- b. 2008 GFST;
- c. 1993 trailer.

7. The parties shall ensure that all title and insurance are in their names in

connection with any property or vehicles awarded to them. Both parties shall hold the other harmless in connection with any vehicles awarded to them. The parties will cooperate as necessary regarding title changes to any vehicles outlined herein.

8. Should there be any judgment or other liability associated with the now-repossessed 2013 Chevrolet Cruze, David shall be solely responsible for the same and shall hold Sharalee harmless therefrom.

9. Debts. The parties are not aware of any joint marital debts. Should any joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it.

10. Financial Accounts. The parties have a joint bank account at America First Credit Union, which contains limited funds. Sharalee is awarded this account.

11. The parties are awarded any bank accounts in their own names together with any funds in said accounts.

12. Retirement: During the marriage, the parties acquired an interest in certain retirement and pension accounts.

a. Sharalee does not have any retirement accounts.

b. David has a retirement account through the Utah Transit Authority Employee Retirement Plan.

i. David is entitled to the entirety of this retirement account.

ii. David shall initiate withdraw of the funds in this account as stated in paragraph 4.b. of this Decree.

13. Sharalee shall not be responsible for any of David's social security funds which may have been utilized after his incarceration for marital expenses. To the extent

David may later be obligated to repay any social security funds, he shall be solely responsible for the same.

14. Name: Sharalee will have the option of restoring her maiden name, Sharalee Shoell if she so chooses.

15. Alimony. Neither party should be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

a. In lieu of alimony, Sharalee is receiving the equity from the Marital Home described herein.

16. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

17. Restitution in Criminal Case: Nothing in this agreement shall be construed to limit or prohibit Sharalee from seeking restitution against David in connection with the criminal matter that resulted in his incarceration.

18. Full Disclosure: The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

19. Attorney's Fees and Costs: Each party should be ordered to assume his or her own costs and attorney's fees incurred in this action.

**[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]**

**APPROVED AS TO FORM AND CONTENT:**

/s/ Dustin Gibb  
Dustin Gibb  
*Attorney for Sharalee Lundstrom*

**NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE**

SHARALEE LUNDSTROM: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah that this Order prepared by David Lundstrom's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 25<sup>th</sup> day of March 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

**Dustin Gibb**  
dustin@gibblawfirm.com  
*Attorney for Sharalee Lundstrom*

/s/ Sisilee Musselman  
Sisilee Musselman  
*Paralegal*