



Daniel S. Drage, P.C.

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IN THE SECOND JUDICIAL DISTRICT COURT, FARMINGTON DEPARTMENT IN AND FOR DAVIS COUNTY, STATE OF UTAH

In the Matter of the Marriage of:

DECREE OF DIVORCE

GAIL LEE VANWAGONER,

Case No. 264700668

**Petitioner,
and**

Commissioner: JULIE WINKLER

KURT ARTHUR VANWAGONER,

Judge: BLAINE RAWSON

Respondent.

THE COURT, having reviewed the stipulation filed the 8th day of May, 2026, having reviewed the file, entered its Finding of Fact separately in writing and upon good cause appearing hereby enters the following DECREE OF DIVORCE:

JURISDICTION

1. The Petitioner lived in Centerville, Davis County, Utah for at least (3) months prior to filing this action.
2. The Petitioner and Respondent were married on the 3rd day of August 1990, in the City of Salt Lake, Salt Lake County, Utah.

2. GROUNDS

1. During the marriage the parties experienced interpersonal relationship differences.
2. The parties have attempted to reconcile their differences but have been

unsuccessful. The parties have been separated for over two (2) years.

3. The marriage is irretrievably broken and a mutual Decree of Divorce should be granted to the parties based upon the grounds of irreconcilable differences.

3. **CHILD CUSTODY AND PARENT-TIME**

4. There are no minor children remaining of this marriage.

5. No children are expected.

4. **REAL PROPERTY**

6. During the marriage the parties purchased a residence located at 984 North 500 East, Centerville, Utah 84014. The legal description is as follows:

5. ALL OF LOT 16, SHADOW MOUNTAIN SUBDIVISION
6. INCLUDING .302 ACRES
7.

7. The marital residence and all equity, incumbrances, and indebtedness shall be awarded to the Petitioner free and clear from any right, claim, entitlement or interest of the Respondent.

8. The Respondent will make themselves immediately available to sign any and all documents necessary to convey full equitable and legal interest to the Petitioner. Within fifteen (15) years from the entry of the Decree of Divorce the Petitioner will refinance or sell the home to remove the Respondent's name and liability on the mortgage.

9. The Petitioner has solely possessed the home since March 2024, and has been paying the mortgage, utilities, insurance, escrow, and other obligations. The Petitioner shall continue to pay all obligation for the home indemnifying and holding the Respondent harmless thereon.

10. There is one (1) mortgage owing to Carrington Mortgage Services, LLC, account

ending in 2199, with an approximate balance of \$363,260.24. The Petitioner will continue to pay the monthly obligations on the residence until she either refinances or sells the residence.

11. There is debt owing for solar panels on the home owing to Corning Credit Union, account number ending in 2101, with an approximate balance of \$20,252.13. The Petitioner will pay that obligation until paid in full or paid through the refinance or sale of the house.

8. PERSONAL PROPERTY

12. During the marriage the parties acquired certain items of personal property including, but not limited to, automobiles, furniture, home electronics, household goods, furnishings and the like.

13. The parties have been separated for over two (2) years.

14. The parties will work together to divide their personal property in an equitable fashion. If they are unable to agree on the division of their personal property they will retain a mediator. They will each pay one-half of that cost. The parties will each submit a respective list of the total personal property to the mediator who will then make the final division of their personal property.

15. The Petitioner is awarded her year 2023, make Kia, model Sorrento, automobile as her sole and separate property free and clear from any right, claim, title, or interest of the Respondent.

16. The Respondent is awarded his year 2009, make Lexus, model ES 350, automobile as his sole and separate property free and clear from any right, claim, title, or

interest of the Petitioner.

9. USE OF PERSONAL INFORMATION

17. The parties are mutually restrained and prohibited from using any joint credit cards or incurring debts that obligate the other or the marriage for payment. The Parties shall be ordered and prohibited from using the other's name, likeness, identifying information, social security number or other information for any purpose whatsoever.

18. The parties are mutually restrained and prohibited from attempting to trace, track, log onto, reviewing or in any way disrupting or accessing the other's bank accounts, social media accounts and other similar accounts as this is a violation of privacy.

10. DEBTS AND OBLIGATIONS

19. The only debt shared between the parties is the mortgage as detailed herein above.

20. The Petitioner is ordered to pay any and all debt in her name or that she has incurred since the parties separated in July 2024, with her to indemnify and hold the Respondent harmless thereon.

21. The Respondent is ordered to pay any and all debt in his name or that he has incurred since the parties separated in July 2024, with him to indemnify and hold the Petitioner harmless thereon.

11. BANKING/PENSION/RETIREMENT/INVESTMENT ASSETS

22. During the marriage the parties accrued two (2) 401k and other similar investment accounts, as follows:

- a. Fidelity United Health Group, account ending 32057, with an approximate balance of \$490,328.32; and,

b. Fidelity RET Savings, account ending 81960, with an approximate balance of \$4,391.34.

23. The Fidelity United Health Group 401k will be equally divided between the parties. They will each be entitled to any gains and losses on their one-half portion from the date of entry of the Decree until the division of that account. If possible, the parties will do an intra-agency transfer from the Respondent's Fidelity account to the Petitioner's account. If this is not possible, then the parties will equally pay for a Qualified Domestic Relations Order to transfer one-half of the Respondent's 401k to the Petitioner's. They will equally share this cost.

24. The Petitioner is awarded the entirety of the Fidelity RET savings account.

25. The joint bank account with America First Credit Union, account ending 9418, will be closed.

26. The bank account with Wells Fargo, account ending 0632, is awarded to the Petitioner.

27. All other banking and brokerage accounts are held separately by the respective parties.

12. ALIMONY

28. In lieu of the Petitioner receiving all equity in the marital residence she forever waives any right, claim, entitlement or interest to past, present or future alimony from the Respondent.

29. The Respondent forever waives any right to past, present, or future alimony.

30. Both parties acknowledge that they are fully capable of supporting their

respective and individual needs without assistance from the other and that neither party has the ability to pay alimony.

13. MISCELLANEOUS PROVISIONS

31. Each party is ordered to immediately make themselves available to sign, execute, and deliver to the other, or to any business or agency, such documents as are required and necessary to implement and enforce the provisions of the Decree of Divorce entered by the Court.

32. Shall a party fail to make themselves timely available to sign, execute or deliver any documents needed to effectuate the terms pursuant to the Decree shall be deemed in contempt of Court. The other party may bring an action for contempt to enforce the terms of the Decree, and the offending party shall reimburse the other for his/her attorney fees and costs

33. The Petitioner shall have the right to be restored to her former maiden name of SPENCE, if she so chooses.

14. *This is a final order of the Court with judge's electronic signature, date and time of entry located at the top of the first page of this document.*

Approved as to form and content:

/S/ Gail VanWagoner

GAIL VANWAGONER

Petitioner - *electronic signature affixed with written permission of Petitioner on the 28th day of April, 2026.*

Approved as to form and content:

/S/ Kurt VanWagoner

KURT VANWAGONER

Respondent - *electronic signature affixed with written permission of Respondent on the 27th day of April, 2026.*

CERTIFICATE OF SERVICE

The below signed hereby certifies that on this 8th day of June, 2026, a true and correct copy of the foregoing **DECREE OF DIVORCE** was served pursuant to Utah ECF filing as follows:

Gail VanWagoner
Petitioner
Email: gvanwagoner@gmail.com

Kurt VanWagoner
Respondent
Email: kurtvanwagoner@gmail.com

**Via Utah ECF electronic Filing
and email**

/S/ Daniel S. Drage
DANIEL S. DRAGE
Attorney