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

In the matter of the marriage of:	DECREE OF DIVORCE
KATHRYN WESTERMAN, Petitioner.	Case No. 264700490
and	Judge: Blaine Rawson
HYRUM BRUCE WESTERMAN, Respondent.	Commissioner: Christina Wilson

This matter comes regularly scheduled before this Court pursuant to the parties' Stipulation and Settlement Agreement filed with the Court. The Court, having reviewed the parties' Stipulation and being fully advised in the premises, and having previously entered its Findings of Fact and Conclusions of Law, now makes and enters the following Decree.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Residency: Petitioner is a bona fide resident of Davis County, State of Utah three months immediately prior to the filing of this action.
2. Marriage Statistics: The parties were married on September 26, 2014, in Salt Lake City, Utah, and are presently married.

3. Grounds: The parties have experienced irreconcilable differences making it impossible to continue the marriage.

4. Children. The parties have no minor children, and none are expected.

FINANCIAL AND ASSET DIVISION

5. Real Property. The parties own the real property commonly known as 179 North Highway 89, North Salt Lake, Utah 84054 (the "**Marital Residence**"). The Marital Residence is hereby awarded to Petitioner, subject to Petitioner's obligation to pay Respondent the agreed-upon sum of Ten Thousand Dollars (\$10,000.00) in full satisfaction of Respondent's equity interest therein. Petitioner shall have ninety (90) days following the entry of the Decree of Divorce to refinance or assume the indebtedness secured by the Marital Residence and to remove Respondent from any liability associated therewith. Within thirty (30) days after the refinancing or assumption has been completed, Petitioner shall pay Respondent Five Thousand Dollars (\$5,000.00) as a lump-sum payment. The remaining Five Thousand Dollars (\$5,000.00) shall be paid by Petitioner to Respondent in five (5) consecutive monthly installments of One Thousand Dollars (\$1,000.00) each, with the first installment due on the first day of the month following the lump-sum payment and each subsequent installment due on the first day of each month thereafter until paid in full. All installment payments shall be made by check and mailed to Respondent at the address designated by Respondent, unless the parties otherwise agree in writing to an alternative method of payment.

6. In the event Petitioner is unable to refinance or assume the indebtedness secured by the Marital Residence within ninety (90) days after the entry of the Decree of Divorce, the Marital Residence shall be immediately listed for sale with a mutually agreed-upon licensed real estate agent. The parties shall reasonably cooperate in preparing, listing, marketing, and selling the property. Upon closing, all mortgages, liens, customary costs of sale, and other closing costs shall first be paid from the sale proceeds. Thereafter, Respondent shall receive Ten Thousand Dollars (\$10,000.00) from the net sale proceeds in full satisfaction of his equity interest in the Marital Residence, with the remaining net sale proceeds being awarded to Petitioner.

7. Personal Property. The parties acquired various items of personal property. Said items of personal property should be awarded and divided as follows, subject to any debt thereon:

a. Petitioner:

- i. Personal belongings and effects
- ii. Items acquired previous to marriage
- iii. Gift and Inheritances
- iv. China Hutch
- v. Living room couch (green)
- vi. TV in basement
- vii. Wheel of time companion book
- viii. Outside chair
- ix. Bookshelf's that have movies
- x. Snowmen

b. Respondent:

- i. Personal belongings and effects
- ii. Items acquired previous to marriage
- iii. Dodge Journey – Hyrum is to remove the Dodge Journey from the Marital Residence within 30 days from the date of this Agreement

- iv. Play station
- v. Items currently in his possession
- vi. Couches (brown)
- vii. Love seat (brown part of the couch set)
- viii. Two end tables
- ix. Coffee table
- x. Two lamps
- xi. Bedroom set
- xii. Globe
- xiii. Any movies/tv shows he had before the marriage
- xiv. Books in his room
- xv. All video games
- xvi. Three bookshelves in living room
- xvii. Bookshelves in his room
- xviii. Halloween decorations
- xix. Camping supplies

c. All other personal property shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation within 120 days of the entry of the Decree of Divorce. If they still cannot agree, either may bring a motion within 180 days of the Decree of Divorce to have the court make a determination without disturbing the remaining provisions of this document. After the 180 days, unless a motion is pending with the court, the personal property shall be awarded as held at that time.

d. Petitioner shall obtain and pay for the costs of a storage unit to store Respondent's personal property from June 2026 through December 31, 2026. Petitioner shall provide Respondent with a key or other means of access to the storage unit so that Respondent may retrieve his personal property at his convenience. Respondent shall remove his personal property from the storage unit by December 31, 2026. Respondent shall notify the Petitioner in advance of

when he intends to retrieve his belongings. If Respondent does not remove his belongings from the storage unit by December 31, 2026, any property remaining in the storage unit shall be deemed abandoned, all of Respondent's right, title, and interest therein shall terminate, and Petitioner shall thereafter be awarded sole ownership of the remaining property without any further claim by Respondent. Petitioner shall have no obligation to continue paying for the storage unit after December 31, 2026.

8. Debts. During the course of the marriage the parties acquired various debts and obligations, said debts and obligations should be divided as follows:

- a. Petitioner shall be responsible for the mortgage and utility payments on the marital home.
- b. Petitioner shall be responsible for the solar panel bill. Respondent shall cooperate in getting the necessary solar panel documents and information to the Petitioner.
- c. The parties acknowledge that Respondent has been the sole user of the home equity line of credit (the "**HELOC**") secured by the Marital Residence. Neither party shall make any additional advances, withdrawals, or charges against the HELOC after the execution of this Agreement. As part of the parties' global settlement, Petitioner shall be responsible for paying the outstanding HELOC balance up to a maximum of Twenty-Five Thousand Dollars (\$25,000.00). Petitioner shall pay such amount in full within ninety (90) days after the entry of

the Decree of Divorce. To the extent the outstanding HELOC balance exceeds Twenty-Five Thousand Dollars (\$25,000.00), Respondent shall be solely responsible for paying the excess amount and shall satisfy such excess balance within the same ninety (90)-day period. Upon payment of the outstanding HELOC balance, the parties shall cooperate in taking all actions reasonably necessary to close and terminate the HELOC so that no additional funds may be borrowed thereunder. Each party shall execute any documents reasonably necessary to effectuate the payoff and closure of the HELOC.

9. Accumulation of Debt: Neither party will incur any additional liability on joint cards or other debts.

10. Checking And Saving Accounts. Each party shall be awarded, as his or her sole and separate property, all savings, checking, and other deposit accounts held solely in his or her individual name, together with any funds on deposit therein. Petitioner shall be awarded her America First Credit Union account, which currently has an approximate balance of Nine Hundred Dollars (\$900.00). Respondent shall be awarded all funds on deposit in the parties' joint America First Credit Union account and his Wells Fargo checking account, which currently has an approximate balance of Four Thousand Five Hundred Dollars (\$4,500.00). Petitioner shall remove her name and any authority to access or transact business on Respondent's Wells Fargo checking account within a reasonable time following the entry of the Decree of Divorce. If Petitioner's name cannot be removed from the account, the parties shall cooperate in closing the account, and all funds remaining in the account upon closure shall be paid to Respondent. Upon the entry

of the Decree of Divorce, Petitioner shall not make any withdrawals from, deposits into, or otherwise access or use Respondent's Wells Fargo checking account.

11. Retirements: Petitioner shall be awarded, as her sole and separate property, all right, title, and interest in and to her retirement account maintained through her employment with Apria, including her 401(k), which currently has an approximate balance of Three Thousand Dollars (\$3,000.00), free and clear of any claim by Respondent. The parties acknowledge that Respondent does not have any retirement accounts subject to division in this action, and each party waives any claim to the other's retirement benefits, whether now existing or hereafter acquired.

12. Business: The parties have acquired no interest in any business.

13. Name Change: Petitioner shall be allowed to be restored to her maiden name of "Butte", if she so desires.

14. Alimony: Neither party shall be awarded now or forever in the future.

15. Attorney's Fees and Costs: Each party shall be solely responsible for his or her own attorney's fees, costs, and expenses incurred in connection with this action, and neither party shall have any claim against the other for reimbursement or contribution thereof.

16. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary to implement the terms outlined above.

THIS DOCUMENT CONSTITUTES A BINDING ORDER OF THE COURT WHEN IT BEARS THE JUDGE’S SEAL AT THE TOP OF THE FRONT PAGE

Rule 7(f) Notice

Pursuant to Rule 7(f) of the Utah Rules of Civil Procedure a true and correct copy of the above Decree was served by being emailed to Hyrum Westerman on the 3rd of August 2026 to the following parties. Notice of objections to this order must be submitted to the Court and party within seven days after service. Shall no objections to this order be submitted to the Court and counsel within seven days after service, this Decree shall be presented to the Court for entry and signature.

CERTIFICATE OF DELIVERY

I hereby certify that a true and correct copy of the foregoing Decree was delivered via electronic filing and email this 3rd day of August 2026 to:

Hyrum Westerman

Respondent

hyrumwesterman@yahoo.com

/s/ Katherine Murphy
Assistant