The Order of the Court is stated below:
Dated: October 12, 2026 10:17:37 AM
/s/ DAVID J WILLIAMS
District Court Judge

1DAVID J. PETERS (# 4388)
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IN THE SECOND JUDICIAL DISTRICT COURT OF DAVIS COUNTY, STATE OF UTAH

In the Mater of the Marriage of JACKIE L. HARDY, Petitioner, vs. KENNETH B. HARDY, Respondent.	**DECREE OF DIVORCE** Case Number 264701190 Judge David J. Williams Commissioner Julie Winkler

This matter came before the court on the affidavit testimony of Petitioner and the stipulation of the parties. Having previously set forth its Findings of Fact and Conclusions of Law, the Court now makes and enters the following:

DECREE OF DIVORCE

Petitioner Jackie L. Hardy (Jackie) is hereby awarded a Decree of Divorce against Respondent Kenneth B. Hardy (Kenneth) dissolving the bonds of matrimony between them, the same to become final upon entry.

CHILDREN. There are no children born to Petitioner and Respondent as issue of this marriage who are still minors. Accordingly, there are no issues to resolve with regard to custody, time sharing, child support and the like.

ALIMONY. Neither party is awarded alimony in this matter based upon the length of term of this marriage and the respective differences in income potential of the parties.

REAL PROPERTY. During the course of the marriage, the parties have acquired real property which shall be divided as follows:

Residence, 1038 South 325 West, in Farmington, Utah:

The parties have sold their marital residence with its approximately 1.39 acres of property.

Closing of the sale is scheduled for August 27, 2026.

Net proceeds of the sale shall be distributed at closing, in separate checks, one-half (½) to Petitioner and one-half (½) to Respondent.

Each party is awarded her or his half of those proceeds, free and clear of any claim by the other.

The parties understand that they must vacate the property on or before December 31, 2026.

Farmington unimproved property:

The parties own two (2) one acre parcels of unimproved land in Farmington, Utah. These parcels are in the canyon and have no street address. They are identified as serial numbers 07-015-0029 and 07-015-0033 by the Davis County Recorder. The County's estimated market value is $4,800.00 each.

These two parcels are awarded to Petitioner free and clear of any claim by Respondent.

Arizona property:

The parties own a five acre parcel of unimproved land in Mohave County, Arizona. This parcel is located in the "Arizona Strip" and has no street address. It is identified as parcel number 40266053 by the Mohave County Treasurer. The County's taxable value is $2,358.00.

This parcel is awarded to Respondent free and clear of any claim by Petitioner.

RETIREMENT AND PENSIONS. Petitioner has a Roth IRA with OneAmerica with an approximate balance of $14,000. Petitioner is awarded this account free and clear of any claim by Respondent.

LIFE INSURANCE. If either party owns a life insurance policy or an annuity contract, that policy owner: (i) has reviewed and updated, where appropriate, the list of beneficiaries; (ii) has affirmed that those listed as beneficiaries are in fact the intended beneficiaries after the divorce becomes final; and (iii) understands that if no changes are made to the policy or contract, the beneficiaries currently listed will receive any funds paid by the insurance company under the terms of the policy or contract.

PERSONAL PROPERTY. During the course of the marriage the parties have acquired certain items of personal property which shall be divided as follows:

Petitioner is awarded the following items of personal property:

Her Zions Bank account, ending 5154, solely in her name and containing only monies she inherited from her Aunt at her death;

One-half (½) of the joint Zions Bank account, ending 6769, the parties' joint bank account;

One-half (½) of the joint America First CU account, ending 6404, the parties' joint bank account;

Her 2017 Chrysler 3000;

Her 1996 Honda 4 wheeler;

The bookcase from her brother;

Two (2) riding lawn mowers; and

Any and all other items of personal property as the parties may agree.

Respondent is awarded the following items of personal property:

One-half (½) of the joint Zions Bank account, ending 6769, the parties' joint bank account;

The entire joint America First CU account, ending 6404, the parties' joint bank account (in exchange for Respondent's interest in Petitioner's 401(k));

His 2010 Chrysler 200;

2007 Chevrolet Silverado;

Wells Fargo trailer;

Motorcycle trailer; and

Any and all other items of personal property as the parties may agree.

With regard to vehicles awarded to the parties, they shall cooperate in transferring titles to their respective names and separating insurances such that each insures only the vehicles awarded to that party.

Respondent is awarded the backhoe and has or will pay Petitioner $5,000 as and for her half of the equity in that property.

DEBTS. The parties have no joint debts or obligations. Each party shall assume and shall defend, indemnify and hold the other responsible for any and all debts in that party's name, regardless of when such debt arose.

JOINT ACCOUNTS. All joint accounts shall be closed as soon as allowed by the various creditors. In some cases this will not be allowed until the account is paid off. In the mean time the party assigned the debt will make all required payments in a timely fashion so as not to reflect on the other party's credit.

NOTICE TO CREDITORS. Pursuant to UCA §§15-4-6.5, 30-2-5, and 30-3-5(1)(c), the parties shall be required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce. Therefore the party not obligated to pay a joint obligation shall:

Send a copy of the Decree of Divorce to each creditor he/she is not required to pay as soon as possible.

Notify the joint creditor of the current address for each party;

Inform that joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.

The parties specifically acknowledged and agreed that the above division of debts is fair and reasonable and shall be a part of the divorce agreement. As such, the parties understand that the division of debts shall be non-dischargeable in bankruptcy pursuant to Section 523(a)(15) of the United States Bankruptcy Code.

VOLUNTARY AND KNOWLEDGEABLE EXECUTION. Each of the parties, after full opportunity to consult with legal counsel, acknowledged that he/she had voluntarily entered into their Stipulation and Property Settlement Agreement with knowledge of its legal implications and consequences. Respondent specifically acknowledged that David J. Peters, attorney for Petitioner, represented only Petitioner in this matter and did not represent him in any capacity or for any purpose.

The parties each specifically acknowledged that their Stipulation and Property Settlement Agreement, taken in its entirety, is fair and reasonable and represents their desired settlement of all issues.

ADDITIONAL DOCUMENTS. Each party is ordered to sign all papers, documents, titles, deeds and any other document necessary to effectuate any of the provisions hereof, including but not limited to the transfer of real or personal property.

ENFORCEMENT. Should either party be required to enforce this Agreement, the defaulting party shall be obligated to pay attorney's fees and costs associated with enforcing this Agreement whether a lawsuit is filed or not.

ATTORNEY'S FEES AND COSTS. Each party shall bear and pay his/her won attorney's fees and costs in this matter.

- JUDICIAL SIGNATURE WILL APPEAR AT THE TOP OF THIS DOCUMENT -

APPROVED FOR ENTRY BY THE COURT:

/s/ Kenneth B. Hardy
signed electronically by David J. Peters with telephone permission of

Kenneth B. Hardy, Respondent on October 7, 2026