

Kevin K Henrie

Name

7283 Adobe LN

Address

Lake Point, Utah 84074

City, State, Zip

801-664-8879

Phone

kevinhenrie@hotmail.com

Email

In the Court of Utah

THIRD Judicial District TOOELE County

Court Address 74 SOUTH 100 EAST SUITE 14, TOOELE, UT 84074

In the Matter of (select one)

☒ the Marriage of (for a divorce with or without children, annulment, separate maintenance, or temporary separation case)

Kevin K Henrie

(name of Petitioner)

and

Andria Dawn Henrie

(name of Respondent)

Other parties (if any)

Divorce Decree

264300178

Case Number

L Douglas Hogan

Judge

Commissioner (domestic cases)

The court decrees:

Divorce

1. Kevin K Henrie is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Kevin K Henrie. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Kevin K Henrie** and **Andria Dawn Henrie** do not have any children together.
 - We do not have any children together who are minors. A minor is a child under 18 who has not been married or otherwise emancipated.
 - We are not expecting a child.
 - We do not have incapacitated adult children together who are eligible for child support, or, **Kevin K Henrie** is not asking for child support for any adult child who is eligible for child support.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

3. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

4. Vehicles will be divided as follows:

a.

Year: **2012**

Make: **Mini**

Model: **Cooper**

VIN: **WMWSU3C59CT186546**

Owner (before divorce): **Kevin Henrie**

Current value: **\$2,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **Kelly Blue Book minus body damage and salvage title**

Ownership After Divorce: **Kevin K Henrie**

Loan: **N/A**

b.

Year: **2008**

Make: **Ford**

Model: **F350**

VIN: **1FTWW31R98EC64422**

Owner (before divorce): **Kevin Henrie**

Current value: **\$6,000.00**

Amounts Estimated: **yes**
Basis of Estimation: **Kelly Blue Book (minus engine and steering issues) and Marketplace comparable's**
Ownership After Divorce: **Kevin K Henrie**
Loan: **N/A**

C.

Year: **2020**
Make: **Honda**
Model: **CRV**
VIN: **5J6RW2H84LL016906**
Owner (before divorce): **Andria Henrie**
Current value: **\$23,340.00**
Amounts Estimated: **no**
Ownership After Divorce: **Andria Dawn Henrie**

I.

Lender: **Mountain America CU**
Address: **753 S Jordan Pkwy, South Jordan, UT, 84095**
Date Acquired: **N/A**
Amount Owed: **\$18,814.11**
Amounts Estimated: **no**
Monthly Payment: **\$454.00**

The debt will be paid as follows: **Andria Dawn Henrie will pay the entire debt. Andria Dawn Henrie will provide a copy of the divorce decree to the lender.**

d.

Year: **2005**
Make: **Aljo**
Model: **Layton**
VIN: **1SY200M295B001322**
Owner (before divorce): **Kevin Henrie**
Current value: **\$2,000.00**
Amounts Estimated: **yes**
Basis of Estimation: **Marketplace Search considering damage**
Ownership After Divorce: **Kevin K Henrie**
Loan: **N/A**

5. This other property will be divided as follows:

a.

Description: **1985 Mobile Home: Make: UNKN, VIN: IDFL2AF081308395, Title #: UT009359840, Purchase Date: 04/27/2023**

Owner: **Andria D Henrie, Kevin K Henrie**
Date acquired: **N/A**
Current value: **\$180,000.00**
Estimated: **yes**
Basis of estimation: **Comp sales from the trailer park**
Ownership after divorce: **Andria Dawn Henrie**
Loan: **N/A**

Debts

6. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

Real property

7. The parties acquired the following real property during the marriage:

a.

Description: **Lake Point House**

Address: **7283 Adobe LN, Lake Point, Tooele, Utah 84074 United States**

Tax ID: **13-092-0-0003**

Legal Description: **LOT 3, MIDNIGHT MOON MINOR SUBDIVISION, A
SUBDIVISION OF TOOELE COUNTY, UTAH. (OUT OF 5-29-19 AND 5-29-36 FOR
2002 YEAR.) 1.00 AC 01/30/2002 01/30/2002**

Date property acquired: **Dec 24, 2012**

Names on title: **Kevin K Henrie Andria D Henrie**

Original cost: **\$360,000**

Current value: **\$650,000.00**

Property values estimated: **yes**

Estimation basis for property value: **Zillow & home condition**

Disposal: **Marital real property shall be distributed as an unequal,
bargainedfor exchange. See Additional Provisions Entries 1 through 5 for
specific distribution terms, retirement offsets, debt responsibility, and the
irrevocable alimony waiver. The parties acknowledge that this agreement
represents a fair and equitable resolution of their financial affairs when
considered as a whole.** i.

Creditor: **N/A**

Names on mortgage: **Kevin K Henrie Andria D Henrie**

Date mortgage acquired: **Dec 24, 2012**

Mortgage balance: **\$196,621.48**

Monthly payment: **\$1,783.25**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Kevin K Henrie will pay the entire debt. Kevin K Henrie will provide a copy of the divorce decree to the lender.**

Business interests

8. The parties' ownership interests in business will be divided as follows:a.

Business Name: **Rebel Goat Inc**

Description: **Vape Shop**

Phone: **(801) 664-8879**

Address: **7283 Adobe LN, Lake Point, Utah 84074 United States**

Total Value: **\$0**

Percent owned by Petitioner: **100%**

Percent owned by Respondent: **0%**

Percent owned by Petitioner after divorce: **100%**

Percent owned by Responent after divorce: **0%**

Alimony

9. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

10. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

11. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below: a.

Account Number: **0667**

Plan Name: **Tier 2 Public Employee Contributory Retirement System**

Plan Administrator: **Dustin Seely**

Company Name: **Canyons School District**

Address: **560 E 200 S #240, Salt Lake City, UT, 84102**

Date Opened: **Aug 7, 2023**

Plan Value: **\$18437.58**

This plan is in the name of: **Andria Dawn Henrie**

Divide as follows: **The entire account should be awarded to Andria Dawn Henrie.**

b.

Account Number: **1756**

Plan Name: **FIDELITY ACCOUNT KEVIN K HENRIE - INDIVIDUAL**

Plan Administrator: **Fidelity Investments**

Company Name: **Fidelity Investments**

Address: **PO Box 770001 Cincinnati, OH 45277-0037**

Date Opened: **May 20, 2001**

Plan Value: **\$8116.04**

This plan is in the name of: **Kevin K Henrie**

Divide as follows: **The entire account should be awarded to Kevin K Henrie.**

Additional provisions

12. The parties will adhere to the following additional provisions:

a.

Additional Provision: Entry 1: Real Property Distribution & Refinance Terms:
The parties agree to an unequal distribution of marital property. Husband is awarded 100% of all right, title, interest, and equity in 7283 Adobe LN, Lake Point, Utah, 84074, and shall be solely responsible for the mortgage (approx. \$197,000 balance) and the associated \$50,000 HELOC. Husband shall indemnify and hold Wife harmless from any and all liability on said debts. Husband is authorized to utilize the \$50,000 HELOC for home repairs, maintenance, improvements, preservation of the property, and/or necessary living or business expenses during the transition period at his sole discretion, and shall be solely responsible for any resulting balances. Husband agrees not to intentionally dissipate, waste, or mismanage the equity in the property or incur debt in bad faith prior to sale or refinance. Husband shall have six (6) months from the date of the Decree to list the property for sale in good faith with a licensed real estate professional or service. Husband may, but shall not be required to, pursue refinancing of the property to remove Wife's name from liability. The primary method for disposition of the property shall be listing and sale on the open market, which Husband shall pursue in good faith. The property shall be listed at a commercially reasonable market price determined in good faith based on comparable market analysis. Husband shall have no obligation to refinance the property. Refinancing shall only occur if Husband is financially qualified and able to obtain commercially reasonable loan terms sufficient to remove Wife from all liability. Nothing herein shall require Husband to refinance the property on terms that are not reasonably available or economically feasible to him. In the event Husband is unable to complete a refinance, the property shall remain actively listed for sale in good faith until sold. The parties acknowledge that the timeline for sale following listing is

subject to market conditions and the resolution of third-party administrative or government encumbrances (such as tax liens or title issues currently in dispute) which may be beyond Husband's control. Once the property is actively listed for sale and Husband is diligently pursuing sale in good faith, the parties agree that additional time may be required to complete a sale due to market conditions, pending administrative disputes, financing issues affecting buyers, or other unforeseen circumstances. In such event, the parties agree to a reasonable extension of this post-listing sales period, which shall not be unreasonably withheld by Wife, provided Husband remains current on all mortgage, HELOC, and insurance obligations. Within 30 days of the Decree, Wife shall execute a Quitclaim Deed for the Adobe LN property to be held in escrow by a mutually agreed-upon Title Company or Attorney. The escrow agent is hereby authorized and directed to release and record said Deed without further signature, consent, or action by the Wife upon the occurrence of: (a) the closing of a sale of the property to a third party, or (b) the successful recording of a refinance that removes Wife's name from the mortgage and HELOC liability. The escrow agent shall not release or record the Quitclaim Deed unless one of the foregoing conditions has been satisfied. Husband shall be responsible for all escrow and recording fees. Wife is awarded 100% of all right, title, interest, and equity in the 1985, UNKN, Mobile Home (VIN: IDFL2AF081308395) located at 198 E JORDAN VIEW DR #37, SANDY, UT 84070-6738, and shall be solely responsible for the lot lease. Wife shall cooperate with the landlord to remove Husband's name from the lease agreement and release him from all further liability within 60 days of the entry of this Decree. If the landlord's internal processing requires additional time despite Wife's diligent efforts, the parties agree to a good-faith extension of this deadline as reasonably necessary to complete the administrative transfer. Husband shall cooperate in the transfer of the title for the mobile home and shall execute a Quitclaim Deed or Bill of Sale and any necessary DMV title documents to vest sole ownership in the Wife within 30 days of the entry of this Decree.

b.

Additional Provision: **Entry 2: Bargained-For Exchange & Retirement Distribution:** The Real Property distribution is a bargained-for exchange intended to offset the prior exhaustion of \$104,000 of Husband's Individual Retirement Account (Fidelity ending in - 1756) used for the capitalization and operation of the parties' business, Rebel Goat Inc (a C-Corporation). The parties acknowledge that this business served as their primary source of marital income for approximately ten (10) years. This also accounts for Husband's payment of \$10,000 in 2024 shared personal taxes, support of Wife's college education, payment of legal fees for the parties' son, Colton

(approx. \$5,500), and Husband's 3-year provision of the marital home for Colton (now age 21) to ensure his stability and accounts for the respective contributions and conduct of the parties during the marriage. **Business Interests – Rebel Goat Inc.** Husband is awarded all right, title, and interest in Rebel Goat Inc. The parties acknowledge that the corporation has no remaining liquid assets or salvage value, and any remaining physical inventory is considered obsolete. It is Husbands's express intent to formally dissolve the entity once all outstanding administrative and IRS matters are resolved. Husband acknowledges and assumes sole responsibility for all corporate debts, including specifically identified IRS penalties and interest currently in formal dispute (approx. \$140,000). Husband shall indemnify and hold Wife harmless from any and all claims related to said entity. Any future business ventures undertaken by Husband, including the formation of any new business entities (e.g., an LLC), shall be his sole and separate property, and Wife waives any interest therein. **Husband's and Wife's Retained Interest:** **Husband's Retirement Interest:** Husband shall receive and retain as his sole and separate property, free and clear of any claim by Wife, the remaining balance in his Fidelity Individual Retirement account ending in - 1756, as well as any and all other retirement accounts, pensions, or deferred compensation plans currently in his name as of the date of entry of the Decree. **Wife's Retirement Interest:** In consideration of the property awarded above and the business fund offset, Husband hereby waives, releases, and relinquishes all right, title, and interest in Wife's URS Tier 2 Public Employee Contributory Retirement System account ending in 0667 and any other retirement accounts held in Wife's name as of the date of entry of the Decree.

C.

Additional Provision: Entry 3: Irrevocable Alimony Waiver: Both parties hereby waive any and all past, present, and future claims to alimony, which the parties agree is a permanent and non-modifiable condition of this settlement. The parties specifically acknowledge their mutual intent to effectuate a "clean break" and a final settlement of all financial ties through the property distribution set forth herein, rather than through ongoing monthly support obligations. The parties specifically acknowledge that while Husband was the sole or primary provider for much of the marriage, Wife has since obtained a professional degree and established a career in education with a stable and predictable earning capacity. Each party acknowledges they are currently selfsufficient. Each party further acknowledges that they have considered the factors relevant to alimony under Utah law, including the length of the marriage, earning capacities, and financial conditions. Husband specifically acknowledges that he may have a potential claim for alimony but knowingly

and voluntarily waives that claim as part of the overall property settlement and bargained-for exchange set forth herein. Each party acknowledges that this waiver is a specific and material condition of the property distribution and retirement asset offsets outlined herein. This waiver is a material inducement to this agreement.

d.

Additional Provision: Entry 4: Division of Debt: Husband shall be solely responsible for the mortgage and HELOC on the Adobe LN property property, the 2024 tax liability (\$10,000), and any other debts currently held in his name. Wife shall be solely responsible for the lot lease on the Sandy mobile home, the outstanding loan balance on her 2020 Honda CRV, and any and all student loans (including those associated with her Master's degree program), credit cards, or personal loans currently held in her name. Each party agrees to indemnify and hold the other harmless from the debts assigned to them. If one party is forced to pay a debt assigned to the other, they shall be entitled to full reimbursement including reasonable attorney fees. The parties acknowledge they have lived separate and apart since 04/2023, following the sale of their previous rental property and the purchase of the Wife's current residence.

e.

Additional Provision: Entry 5: Personal Property and Household Goods: Each party is awarded all personal property, furniture, and household goods currently in their respective possession as their sole and separate property, free and clear of any claim by the other party.

f.

Additional Provision: Entry 6: Voluntary Agreement & Disclosure Acknowledgment: Each party affirms that they have sufficient knowledge of the other's financial circumstances and knowingly waive formal financial disclosures. Each party further affirms that this agreement is entered into voluntarily, without coercion or duress, and that they have been advised of and have had the opportunity to seek independent legal counsel prior to signing.

Duty to sign documents

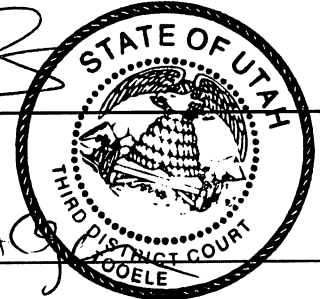
13. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

5/7/2026
Date

Signature

[Signature]
Judge
Doug H. [Signature]
Signature



Date

Commissioner

Approved as to Form.

Other Party

Andria Dawn Henrie

Signature

Other Party Name Andria Dawn Henrie

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Andria Henrie**
Method of service: **Email**
Address: **andriadawnhenrie@gmail.com**
Date of Service: **May 7, 2026**

05/06/2026

Date

Signature



Kevin K Henrie

Printed
Name

Kevin K Henrie