



Jeremy R. Miller, #12168
PEARSON | BUTLER
1802 South Jordan Parkway, Suite 200
South Jordan, Utah 84095
Tel: (801) 495-4104
Email: jeremym@pearsonbutler.com
Attorney for Mary Anne Balfour

**IN THE THIRD DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH**

IN THE MATTER OF THE MARRIAGE OF	DECREE OF DIVORCE
MARY ANNE BALFOUR, Petitioner, and EUGENE ALLAN MCINTYRE, Respondent.	Case No.: 264902452 Judge: Robert Faust Commissioner: Russell Minas

The above-captioned matter came on regularly for consideration by the court without hearing pursuant to Utah Code 30-3-4. Pursuant to the Stipulation and 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. Mary Anne Balfour is awarded a Decree of Divorce from Eugene Allan McIntyre on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

Provisions Relating to Debts and Obligations

1. Except as otherwise stated herein, each party will be solely responsible for the debts held in his or her separate name and will hold the other party harmless therefrom.

2. Eugene will be solely responsible for and pay the remaining balance owed to Cool Pool & Spas in the amount of \$11,400. Until the debt is paid, he shall make timely payments and hold Mary Anne harmless.

3. Pursuant to Utah Code 81-4-406(3) the parties should notify respective creditors regarding the division of debts, obligations, or liabilities herein and the parties' separate and current addresses.

Provisions Relating to Personal Property

4. **Vehicles:** The parties acquired certain vehicles which should be divided as follows:

<i>Vehicle</i>	<i>Awarded To</i>
2008 Ford F350	Mary Anne (subject to the debt thereon)
2010 Shockwave Trailor	Mary Anne (subject to the debt thereon)
2000 Polaris ATV	Mary Anne (subject to the debt thereon)
2003 Polaris ATV	Mary Anne (subject to the debt thereon)
2013 Honda CRV- Sport Utility	Eugene (subject to the debt thereon)
2006 Pontiac Torrent	Eugene (subject to the debt thereon)
2007 Honda CRV	Eugene (subject to the debt thereon)
2005 Nissan Maxima	Eugene (subject to the debt thereon)

10. **Personal Property:** During the marriage, the parties acquired certain items of personal property. The Court should award the items identified below to Eugene McIntyre. All remaining items of personal property should be awarded to Mary Anne Balfour.

<i>Property</i>	<i>Awarded To</i>
Grandfather Clock	
Basement Sofa	
Basement 3-piece wall unit	
Sofa Table in apartment	
washer and dryer currently located in basement	
wall clock	
Bikes in back garage (not bike stand)	
2 E Bikes	

Bikes Cycle	Eugene McIntyre
Mickey Mouse Stute	
2 metal lounge chairs	
Brown Wicker Patio Furniture	
Freezer located in Garage	
Black Mini Fridge located on patio	
CD Stereo located in apartment	
Furniture located in Max's Bedroom	
Christmas Decorations brought from Sugar House	
Halloween Decorations brought from Sugar House	
Ryobi Tools bag and tools	
Treadmill and TV (not stand) currently in exercise room	
Global Discovery Vacation Membership	
Luxuries Unlimited Membership	
Bullfrog Swim Spa	

5. **Accounts:** The parties accumulated funds in a joint bank account during the marriage. In accordance with the terms of the Premarital Agreement, the account shall be closed twenty-one days after signing the stipulation and paying off the credit card and after all outstanding bills have cleared, and the remaining balance shall be distributed as follows: two-thirds to Eugene and one-third to Mary Anne. The parties should be awarded the other accounts in their own name as their separate property, free and clear of any claim by the other party.

6. **Personal Belongings:** Each party should be awarded their own personal belongings such as clothing and toiletries.

Property and Settlement Agreement

7. In full and final settlement of all claims asserted, or that could have been asserted, in this action by virtue of the marriage or Premarital Agreement dated September 21, 2021 (the “Premarital Agreement”), Mary Anne shall pay Eugene the sum of **\$140,000.00**. The first half, \$70,000.00, shall be paid on the day the stipulation is signed, and the second half, \$70,000.00,

June 12th; provided, however, that Eugene has vacated the home in accordance with paragraph 17. In exchange, Eugene fully and forever releases, acquits, and discharges Mary Anne from any and all claims, demands, causes of action, liabilities, damages, costs, and obligations of every kind, whether known or unknown, suspected or unsuspected, arising out of or relating in any way to the matters at issue in this action, to the fullest extent permitted by law, including but not limited to the Premarital Agreement. If Mary Anne does not pay Eugene the \$70,000 on the two specified dates, she shall owe him \$500 a day for each day it is a delayed.

Provisions Relating to Retirement Accounts

8. Retirement Accounts: Each party should be awarded the retirement accounts held in his or her name as separate property.

Provisions Relating to Real Property

9. Real Property: Mary Anne has an interest in real property, as her separate property, commonly known as 10273 McKinley Pk Lane, South Jordan, UT 84095.

10. It is reasonable, necessary, and proper that Mary Anne is awarded the residence, and temporary and permanent exclusive use and possession of the real property, together with all of her right, title, and interest in and to the property, including any reserve account associated with it, subject to the existing mortgage, property taxes, and insurance obligations.

11. Eugene shall remove the hot tub from the property and take it with him. Eugene shall ensure that the electrical connection for the hot tub is safely disconnected and is not left hot.

12. Eugene shall vacate and surrender the residence by the end of the day on June 12, 2026, if there is a signed stipulation by both parties on or before May 29, 2026. If Eugene fails to do so, he

shall pay Mary Anne \$500.00 per day as liquidated damages for each day he remains in the home after the expiration of that period.

13. If Mary Anne prevents Eugene from residing in or accessing the residence before the agreed vacating date, including by changing the locks or by any other means, she shall pay Eugene \$500.00 per day as liquidated damages for each day he is denied access.

Miscellaneous Provisions

14. **Attorney's Fees:** Each party should be responsible for his or her own attorney's fees.

15. **Alimony:** No alimony shall be awarded to either party.

16. **Delivery of Documents:** Each party should be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court.

17. The court should grant such other and further relief as it may deem just and appropriate in this matter.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact, the court now concludes as follows:

1. That this court has jurisdiction over the subject matter of this action and the parties to this action.

2. That Mary Anne Balfour is entitled to a *Decree of Divorce* from Eugene Allan McIntyre and that such should become final upon its entry as provided by law.

3. That the provisions settling all issues in this action, as set forth in the Findings of

Fact, are equitable and should be incorporated into the *Decree of Divorce*.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

Eugene Allan McIntyre
Pro Se

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

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 Mary Anne Balfour'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 29th day of May 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Eugene Allan McIntyre
genemci57@aol.com
Pro Se

/s/ Autumn Miller
Autumn Miller
Paralegal for Jeremy Miller