



IN THE THIRD JUDICIAL DISTRICT COURT,
SALT LAKE COUNTY, STATE OF UTAH

In the Matter of the Marriage of:

JANET L. FARNSWORTH,
Petitioner,

and

LANDON C. FARNSWORTH,
Respondent.

DECREE OF DIVORCE

Civil: 264900133

Judge: Amber Mettler
Commissioner: Russell Minas

The above-entitled matter came on before the Honorable Amber Mettler, District Court Judge, for the entry of Findings of Fact and Conclusions of Law and the Decree of Divorce, without a hearing and based upon the Stipulation and Settlement Agreement, Docket Entry # 28, being fully informed in the premises and for good cause shown, the Court having entered its Findings of Fact and Conclusions of Law:

NOW, THEREFORE, HEREBY ORDERS, ADJUDGES AND DECREES:

A. The parties are awarded a Decree of Divorce from each other to become final upon signature by the Court and entry into the registry of judgments.

B. The parties entered into the Stipulation resolving all pending issues in this matter, which is already on file with the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED as follows:

1. Residency: Janet is a bona fide resident of Salt Lake County, State of Utah, and has been for three months immediately prior to the filing of this action.

2. Marriage Statistics: The parties were married on December 28, 2012, in Salt Lake County, Utah, United States and are presently married.
3. Grounds: The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.
4. Child. The parties have no minor children.
5. Taxes. The parties will file separate taxes for the 2025 tax year. For the 2025 tax year each party shall be responsible for 100% of their respective obligation or awarded 100% of their respective return, if any. The tax obligations through the 2024 tax year that were incurred during the marriage, which are approximately \$80,000, shall be divided equally between the parties and shall be paid in full with the proceeds from the sale of the marital residence. Landon will continue making the monthly payment until the balance is paid in full from proceeds of the sale of the marital residence.
6. Real Property. The parties agree to sell the marital residence located at 5008 Pine Laurel Lane, West Jordan, Utah for a reasonable market value price. Landon is awarded use of the home until it sells and will continue to make mortgage payments and utility payments on the home through the date of closing. The parties agree to put the home for sale with a mutually agreed upon Real Estate Agent, no later than August 31, 2026. The parties agree to retain realtor Ryan Dastrup to be their "Real Estate Agent." The parties shall follow the advice of the Real Estate Agent and shall divide the cost equally of any mutually agreed upon repairs. If only one party is able to pay the out-of-pocket costs associated with the mutually agreed upon repairs, upfront, that party shall be reimbursed

for the out-of-pocket expenses from the proceeds of the sale. Upon the sale of the home at a reasonable market value price, the proceeds of the home shall be distributed as follows:

- i. First, the parties shall pay the cost of sale;
- ii. Second, the mortgage shall be paid;
- iii. Third, the HELOC shall be paid;
- iv. Fourth, the joint tax obligation through the 2024 tax year shall be paid in full;
- v. Fifth, Landon shall be paid \$25,000 as his premarital investment in the property;
- vi. Sixth, if the cost of the mutually agreed upon repairs are not divided equally at the time of the repair, the person who incurred the cost shall be reimbursed for the entire amount incurred.
- vii. Thereafter, the remaining equity shall be equally divided between the parties.

7. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties should be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
Janet's Car	Janet
Landon's Car	Landon
5 th Wheel Trailer by Mountain Land RV	Sold with the obligation or equity being divided equally

	between the parties
Golf Cart	Landon, including debts.

a. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation within 90 days of the entry of the Decree of Divorce. After 90 days of the entry of the Decree of Divorce or as mutually agreed upon in writing otherwise, each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated within the Stipulation.

8. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
Loan obligation on 5 th Wheel Trailer	Landon through the date of sale
All obligations in Landon's Name Only	Landon
All obligations in Janet's Name Only	Janet
Existing cost to repair 5 th Wheel Trailer	Janet
Cost to repair the window and mirror	Landon

a. Accumulation of Debt: There are no joint credit cards. Neither party will incur any additional liability on joint credit cards.

b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it.

Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

9. Ascent Shares. Janet shall provide verification to Landon of the amount of Ascent Shares she was awarded during the marriage within 14 days of signing this agreement. At the time of the first liquidations event, Janet shall pay Landon ½ of the net proceeds from the sale of the shares vested during the marriage. The parties stipulate that 56,024 of the total units vested during the marriage. At the time of the liquidations event Landon shall be entitled to the 50% of the net proceeds from the sale of the 56,024 units, and the remaining units shall be awarded to Janet free and clear of any additional claim by Landon.

10. Checking and Saving Accounts. Each party will be awarded monies in their own separate checking and savings accounts.

11. Retirement Accounts: The parties stipulate and agree that Landon shall be responsible for 100% of the loan associated with his Reagan Outdoor Fidelity 401(k) account in the approximate amount of \$41,000.00. The parties further agree that of the

Reagan Outdoor Fidelity 401(k) account with the approximate balance of \$525,000.00 Landon shall be awarded the first \$183,750.00 as his premarital contribution and the remaining balance as of the day of entry of Decree of Divorce shall be divided equally between the parties. The parties shall equally split the cost associated with splitting the accounts or QDRO, if any and shall commence the process within 30 days of entry of Decree of Divorce.

12. Name: Janet will have the option of restoring her name to Janet Lynne Kendrick.

13. Alimony: Landon shall pay Janet \$2,276.00 per month for a term of 42 months unless sooner terminated by the receiving party's remarriage, cohabitation, or the death of either party. The parties agree that Landon's voluntary retirement prior to the termination of alimony shall not be considered a significant change of circumstances sufficient to modify alimony. Equal payments will be made on the 5th and the 20th of each month by direct deposit into an account of Janet's choosing. Alimony will commence on July 1, 2026.

14. Mutual Restraining Orders: The parties shall be mutually restrained from the following:

- a. Coming to the other party's residence, place of work or immediately family members without express written consent;
- b. Contacting the other party's employer or coworkers;
- c. Interfering and/or accessing either party's email, social media or electronic devices; and,

- d. Bothering, harassing or stalking the immediate family members of the other.
15. Cell Phone Plan. The parties shall cooperate to remove Landon's phone and phone number from Janet's account within 14 days of signing this agreement.
16. Filing Final Stipulation. The parties will file final court documents on June 25, 2026.
17. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.
18. Drafting. Both parties attended mediation with their respective counsel and have participated actively in the drafting and revising of the Stipulation. Both parties and their counsel have had an opportunity to read the Stipulation and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation session. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of the Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.
19. Full Disclosure: The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and

agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

20. Attorney's Fees and Costs: Each party should be ordered to assume his or her own costs and attorney's fees incurred in this action.

21. Final Stipulation: The Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the Stipulation shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Stipulation is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in the Stipulation.

IT IS SO ORDERED.

** In accordance with the Utah State District Courts E-filing Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order. **

APPROVAL AS TO FORM FOR ENTRY WITH THE COURT:

/s/ Todd Weiler (signed w/permission via email)

Todd Weiler

Attorney for Respondent

Date: June 30, 2026

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of June 2026, I filed the forgoing **Decree of Divorce** which automatically sent notice via the e-filing system to the following:

Todd Weiler
Christensen & Jensen PC
257 East 200 South, Ste. 1100
Salt Lake City, Utah 84111

HOLMAN LAW PLLC

/s/ David T. Holman

David T. Holman

Attorney for Petitioner

Janet L. Farnsworth