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**IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR TOOELE COUNTY, STATE OF UTAH
74 South 100 East, Tooele, Utah 84074**

AUBREY ANN BULTER DURRANT,

Petitioner,

vs.

BRANDON WAYNE DURRANT,

Respondent.

**DECREE OF DIVORCE AND
JUDGMENT**

Civil No. 264300313

Judge L. Douglas Hogan
Commissioner Renee Blocher

The Court, having made its Findings of Fact and Conclusions of Law, hereby adjudges, decrees, and orders as follows:

1. The bonds of matrimony and the marriage contract between the parties are hereby dissolved, and Petitioner is awarded a Decree of Divorce to become absolute and final upon entry by the Court.

Children

2. There are no minor children who are issue of this marriage and none are expected.

Personal Property

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

Debts

4. The parties have incurred certain debts which Petitioner shall be required to pay, to wit:

- a. All debts Petitioner incurred prior to the parties' marriage.
- b. All debts Petitioner incurred in her own name during the parties' marriage.
- c. All debts Petitioner incurred since the date the parties separated, on or about March 15, 2024.

5. Petitioner shall indemnify and hold Respondent harmless on all debts and obligations Petitioner is ordered to pay.

6. The parties have incurred certain debts which Respondent shall be required to pay, to wit:

- a. All debts Respondent incurred prior to the parties' marriage.
- b. All debts Respondent incurred in his own name during the parties' marriage.
- c. All debts Respondent incurred since the date the parties separated, on or about March 15, 2024.
- d. All marital debts which Petitioner is not specifically ordered to pay.

7. Respondent shall indemnify and hold Petitioner harmless on all debts and obligations Respondent is ordered to pay.

Real Property and Businesses

8. During the marriage, the parties acquired certain real property located at 145 Sundance Lane, Grantsville, Utah 84029 and land/a vacate lot located at 3202 Sheep Creek Road, Island Park, Idaho 83429. Said real property and land/lot shall be awarded to Petitioner as her sole and exclusive property free and clear from any claim by Respondent. Petitioner shall be responsible for any and all debts owed on said properties; however, any debts incurred after June 1, 2026 to the Shellpoint Heloc Loan 696102656 associated with the 145 Sundance Lane property are the responsibility of the person incurring the debt. The Respondent shall vacate the property within 30 days and sign a Quit Claim Deed to said properties in favor of the Petitioner within 45 days of entry of the Decree in this matter. All water rights/shares that are connected to the different properties shall stay with the properties.

9. The parties also acquired interest in two businesses – The Everly Co., LLC and Salt Mills, LLC. All the parties' interest in said businesses shall be awarded to Petitioner free and clear of any interest of the Respondent.

10. Respondent hereby expressly waives, releases, and relinquishes any and all present or future rights, claims, or interests in both of the properties (located at 145 Sundance Lane, Grantsville, UT 84029 or the land/vacant lot located at 3202 Sheep Creek Road, Island Park, Idaho) and both of the businesses (The Everly Co. LLC or Salt Mills LLC). Any and all current and future ownership interests, revenues, profits, distributions, rental income, and appreciation in value, shall be and shall remain the sole and separate property of Petitioner.

11. During the marriage, the parties acquired certain real property located at 4120 Stagecoach Way, Island Park, Idaho 83429, 3208 Sheep Creek Road, Island Park, Idaho 83429, and 1419 Bryan Road, Erda, Utah 84074. Said real property shall be awarded to Respondent as his sole and exclusive property free and clear from any claim by Petitioner. Respondent shall be responsible for any and all debts owed on said properties. The Petitioner shall sign Quit Claim Deeds to said properties in favor of the Respondent within 30 days of the entry of the Decree in this matter. All water rights/shares that are connected to the different properties shall stay with the properties.

12. Petitioner hereby expressly waives, releases, and relinquishes any and all present or future rights, claims, or interests in any of the properties located at 4120 Stagecoach Way, Island Park, Idaho 83429, 3208 Sheep Creek Road, Island Park, Idaho 83429, and 1419 Bryan Road, Erda, Utah 84074. Any and all current and future ownership interests, revenues, profits, distributions, rental income, and appreciation in value, shall be and shall remain the sole and separate property of Respondent.

Alimony

13. Both parties are healthy, mature adults who are capable of caring for their own needs and who are currently employed or employable. Therefore, neither party is in need of alimony, and no alimony shall be awarded now or ever.

Financial/Retirement Accounts

14. The parties do not have any checking, savings, or other similar financial accounts that require division by the court.

15. During their marriage, the parties have acquired pension, profit sharing, retirement, or other similar accounts. Each party is awarded any such accounts in their individual names free and clear of any claims from the other party.

Name After Divorce

16. Petitioner's birth name of Butler shall be restored to her if she so desires.

Duty to Sign Documents

17. Each party shall execute and deliver to the other party without cost any documents necessary to implement the provisions of the Decree of Divorce entered by the Court.

18. The parties shall sign all documents necessary to comply with the Divorce Decree within 30 days of entry of the Decree. If a party fails to sign a document within 30 days, the other party may ask the court to appoint someone to sign the document (Utah Rule of Civil Procedure 70).

Attorney Fees

19. Each party shall be responsible to pay their own attorneys' fees and costs.

20. In the event either party fails to perform his or her obligations under the Decree of Divorce, such person shall be required to pay all costs and attorney fees of the other party incurred in enforcing the terms of the Decree of Divorce.

This Order is signed and entered by the Court when the official file stamp of the Court appears in the top, right-hand corner of the first page of this document.