



Jennie Wingad (#16347)
Stephen Florence (#18922)
BLACKLEY & WINGAD, PLLC
2159 S 700 E, Suite 100
Salt Lake City, Utah 84106
Telephone: (801) 278-3700
jennie@blackleywingad.com
stephen@blackleywingad.com

Attorneys for Petitioner

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

<i>In the Matter of the Marriage of:</i> KIMBERLEY J VANCE, Petitioner. and BRIAN S VANCE, Respondent.	 DECREE OF DIVORCE Case No. 1 264901373 Judge: CHARLES STORMONT Commissioner: MICHELLE BLOMQUIST
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This matter came before the Court pursuant to the Verified Petition for Divorce, filed by Petitioner, Kimberley Vance (“Kimberley”) on Mach 16, 2026. The parties attended mediation on July 20, 2026, with Renon Warner serving as mediator. Kimberley was represented by attorney, Stephen Florence. Respondent, Brian Vance (“Brian”) was represented by attorney Mark Wiser. The parties came to an agreement resolving all issues in this case. The terms and conditions of the party’s agreement were reduced to a written Stipulation and Settlement Agreement (“Stipulation”), signed and executed by both parties and filed with the Court on July 20, 2026.

The Court having entered its Findings of Fact and Conclusions of Law, now Orders as follows:

DECREE OF DIVORCE

The parties are hereby awarded a Decree of Divorce from one another on the grounds of irreconcilable differences, and their marriage is hereby dissolved.

JURISDICTION AND GROUNDS

1. The parties are residents of Salt Lake County at the time of filing and have been for at least the 90 days immediately prior to the filing.
2. The parties were married February 28, 1998, in Salt Lake County, Utah, and are currently married.
3. The parties have been living separately since November 3, 2025.
4. During the course of the parties' marriage, irreconcilable differences have arisen between the parties which make the continuation of the marriage impossible.

MINOR CHILDREN

5. The parties have no minor children in common, and none are expected.
6. The parties do not require an order regarding minor children.

ALIMONY

7. Neither party shall be awarded alimony.

REAL PROPERTY

8. Over the course of the parties' marriage, they acquired an interest in real property located at 10808 S Savannah Dr., Sandy, UT 84094 (the "Marital Home").

9. The Marital Home shall be awarded to Brian free and clear of any claim by Kimberley.

a. The current value of the Marital Home is \$556,800. The current amount owing on the Marital Home is approximately \$157,846.51. The equity in the Marital Home is the difference between these values, which is \$398,953.49.

b. Kimberley's current share of the equity is \$199,476.75.

c. Brian shall attempt to assume the mortgage on the Marital Home within 90 days of the Decree of Divorce.

i. Brian shall pay Kimberley \$100,000 of her share of the equity in the Marital Home within 90 days of the entry of the Decree of Divorce.

ii. Brian shall have six months from the entry of the Decree of Divorce to pay Kimberley the remaining portion of her equity in the Marital Home.

1. If Brian is not able to pay Kimberley her remaining equity within six months, the house shall be sold as described below. Kimberley shall receive half the proceeds of the sale, with an offset for the \$100,000 which Brian shall have already paid her.

iii. Kimberley shall execute a quitclaim deed for her interest in the Marital Home within 10 days of the entry of the Decree of Divorce in order to facilitate the assumption of the Mortgage.

d. If Brian is unable to assume the mortgage on the Marital Home, then he

must still pay Kimberley her equity in the Marital Home as described above.

- i. Brian shall be responsible to pay the mortgage on the Marital Home.
- ii. In the event that Brian is 30 days delinquent on the mortgage for the Marital Home, it shall be listed for sale, as described below.
 1. Kimberley shall be provided with access to the mortgage accounts and information to ensure that the payments are being made in a timely manner.
- iii. If Brian no longer uses the Marital Home as his primary residence, then it shall be sold, unless Brian is able to remove Kimberley from the mortgage at that time.
- iv. If Brian uses the Marital Home as a rental property, then the Marital Home shall be sold as described below.
- v. Brian shall be required to remove Kimberley from the mortgage on the Marital Home within 10 years of the Decree of Divorce. If he is unable to do so, the Marital Home shall be sold.
- e. In the event that the Marital Home is to be sold, the parties shall use Hannah and Steve Cutler, with Caldwell Realty (collectively the “Real Estate Agents”), to list and sell the Marital Home.
 - i. The parties shall fully cooperate with the Real Estate Agents to prepare, list, and sell the Marital Home.
 1. Brian shall be required to maintain the Marital Home in

showable condition.

ii. When the home is sold, the money from the sale shall be first applied to close out the mortgage on the Marital Home, then to pay the costs of the sale. The remaining proceeds shall be equally divided between the parties.

1. In the event that Brian has already paid Kimberley a portion of her share of the equity in the Marital Home as described above, her portion of the sale proceeds shall be offset by the amount she has already been paid.

2. In the event that Brian has already paid Kimberley her full share of the equity in the Marital Home as described above, then Brian shall receive all the proceeds of the sale from the Marital Home after the mortgage, sales costs, and other encumbrances have been satisfied.

PERSONAL PROPERTY

10. During the course of the marriage, the parties acquired an interest in various items of personal property, which shall be equitably divided between the parties.

11. Each party shall be awarded their own clothing, jewelry, personal effects, and items acquired prior to the marriage, or during the marriage as a gift or inheritance.

12. Kimberley shall be awarded the following items of personal property:

- a. A Cedar Chest
- b. Kimberley's Suitcase

- c. Kimberley's Bike
- d. Kimberley's 72-hour Kit
- e. The Bird Bath
- f. The Brita and accompanying Water Filters
- g. The Christmas Advent Calendar Kimberley made
- h. Kimberley's Long Coat
- i. Kimberley's Snuggie
- j. The Painting of Mary
- k. The Thomas Kincade Cross Stich
- l. The Rocking Chair
- m. Kimberley's Dresser and Night Table
- n. The Baby Swing and PacknPlay
- o. The Tub of Baby Blankets of parties' children
- p. The Tub with the School Projects of the parties' children
- q. The Ceramic Knife and Peeler which was gifted to Kimberley
- r. Half of the parties' Emergency Preparedness Supplies
- s. The Emergency Preparedness Binder
- t. The Four Frames of the children's school pictures
- u. The 9x13 Pyrex with its Carrier
- v. Cookie Press

13. If any other property is discovered in the Marital Home which is identifiably Kimberley's it shall be awarded to her.

VEHICLES

14. The parties have acquired an interest in the following vehicle(s) which shall be divided as follows:

- a. 2017 Honda Ridgeline RTL-E-awd, which shall be awarded to Kimberley, free and clear of any claim by Brian.
- b. Mazda CX-5 touring/carbon edition, which shall be awarded to Brian, free and clear of any claim by Kimberley.
- c. An ATV Trailer, which shall be awarded to Brian free and clear of any claim by Kimberley.
- d. A Camper Trailer, which shall be sold, and the proceeds divided equally between the parties.
 - i. Kimberley shall be responsible to list and arrange the sale of the Camper Trailer.
 - ii. The Camper Trailer is currently at the Marital Home, which will remain in Brian's possession.
 - iii. Brian shall make the Camper Trailer available to Kimberley to facilitate listing, showing and other necessary acts to accomplish the sale of this item.
 - iv. Should Kimberley be able to provide a space at her residence to keep the Camper Trailer pending its sale, Brian shall assist in moving it to that location.

15. The party to whom a vehicle is awarded shall be solely responsible for all debts,

obligations, and other costs associated with the vehicle and shall indemnify and hold the other party harmless against such costs.

16. Each party shall fully cooperate to sign, deliver, and otherwise execute all necessary documents to accomplish the transfer of the vehicle and any associated obligations within 60 days of the Decree of Divorce.

FINANCIAL ASSETS

17. The parties have an interest in various bank accounts, retirement accounts, and other financial assets which shall be equitably divided between the parties as follows.

18. The parties have each opened bank accounts in their own names since their separation, and each party shall be awarded these separate accounts free and clear of any claim by the other party.

a. The parties have a joint checking account with a current approximate balance of \$3,024.62, account number ending in 3557, which shall be divided equally between the parties.

19. The parties have a joint account with a current approximate balance of \$117,598.14, account number ending in 3557.

a. Of this balance, \$109,000 is inheritance which Brian received as his separate property, and he shall be awarded this amount free and clear of any claim by Kimberley.

b. The remaining balance, \$8,598.14, shall be divided equally between the parties.

20. The parties hold an interest in the following retirement accounts and assets, which

shall be divided as follows:

- a. A Vanguard 401k retirement account. The value of this account as of the entry of the Decree of Divorce shall be divided equally between the parties, including any attendant market gains or losses.
- b. A Roth IRA retirement account. The value of this account as of the entry of the Decree of Divorce shall be divided equally between the parties, including any attendant market gains or losses.
- c. A FedEx Retirement Service Center account. The value of this account which accrued during the marriage up to the entry of the Decree of Divorce shall be divided equally between the parties. Any portion which accrued prior to the marriage of the parties and after the entry of the Decree of Divorce is awarded to Brian, free and clear of any claim by Kimberley.
- d. The parties shall use Dave Hunter to prepare the QDROs for these retirement accounts. The parties shall equally share the cost of preparing the QDROs.

DEBTS

- 21. The parties do not have any marital debts which must be divided which are not addressed elsewhere herein.
- 22. If any debts have not been fully disclosed, those debts shall be the sole obligation of the party which incurred them.
- 23. Each party shall be solely responsible for all debts they incurred from the date of the parties' separation.

24. The parties shall each be prohibited from incurring any debt in the name of the other party or using the name, likeness, or personal information of the other to obtain credit.

MUTUAL RESTRAINING ORDERS

25. The parties shall not harass, intimidate, or disturb the peace of the other party, by any means, including electronically.

26. The parties shall not commit domestic violence or abuse against the other.

27. The parties shall not use the name, likeness, image, or identification of the other party for any purpose.

28. Each party shall permanently delete all explicit and/or sexual photographs, videos, writings, images, recordings, etc. they may have of the other immediately.

ALTERNATIVE DISPUTE RESOLUTION

29. Prior to any Petition to Modify being filed to change any provision of the Decree of Divorce, the parties shall attempt to resolve their issues through mediation. The cost of mediation should be shared equally between the parties.

MISCELLANEOUS

30. Kimberley shall be restored the use of her maiden name, "Pearson" if she so chooses.

ATTORNEY FEES

31. Each party shall be responsible for their own attorney fees and costs.

In accordance with the Utah Court's electronic filing system, this document does not bear the analog signature of the Judge, but instead displays the electronic signature of the Court. It is located on the first page, in the upper right-hand corner.

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

As authorized by Utah Rule of Civil Procedure 7(j)(4)-(5), the undersigned attorney will submit the foregoing Decree of Divorce for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

DATED this 27th day of July 2026.

<i>/s/ Stephen Florence</i>

STEPHEN FLORENCE

Attorney for Petitioner

APPROVED AS TO FORM:

/s/	
MARK WISER	

Attorney for Respondent

Signed by Stephen Florence with permission

CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of July 2026, I caused to be delivered a true and correct copy of the foregoing **DECREE OF DIVORCE** to the following:

By E-Mail:

Mark W. Wiser (#10754)
Scott B. Wiser (#13407)
Law Office of Wiser and Wiser
299 S. Main St., Suite 1300
Salt Lake City, UT 84111
Phone: (855) 254-2600

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Fax: (855) 254-2601

wiselaw@gmail.com

Attorneys for Respondent

/s/ Stephen Florence
STEPHEN FLORENCE