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**IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR TOOELE COUNTY, STATE OF UTAH**

In the matter of the marriage of:

**KRISTEN RAE ANDERSON,
Petitioner,**

And

**SCOTT MICHAEL ANDERSON,
Respondent.**

DECREE OF DIVORCE

Civil No. 264300169

Judge Todd Hilbig
Commissioner Renee Blocher

The above-captioned matter came before the Court on a *Verified Petition for Divorce*, filed April 28, 2026. Kristen Rae Anderson (hereinafter referred to as “Kristen”), and Scott Michael Anderson (hereinafter referred to as “Scott”), entered into a *Stipulation and Settlement Agreement* (the “Agreement”), filed July 28, 2026, which resolved all issues between them. The Court, having reviewed the pleadings on file, and good cause appearing therein, entered its *Findings of Fact and Conclusions of Law*. Now fully informed, the Court hereby

ORDERS, ADJUDGES, AND DECREES:

1. The parties entered into the Agreement freely and voluntarily and did so with the advice of their counsel and the parties desire the Agreement to be binding upon them.

2. **Jurisdiction.** Both parties are residents of Tooele County, State of Utah, and have been for three months prior to the filing of this action.

3. **Marriage Statistics.** Kristen and Scott were married on July 8, 2004, in Las Vegas City, Clark County, State of Utah.

4. The parties are separated and have been living in separate residences since June 12, 2026.

5. **Grounds.** The parties are presently married and agree that irreconcilable differences have arisen between them, which have made the continuation of their marriage impossible.

6. The parties are granted a Decree of Divorce, final upon entry, severing the bonds of matrimony existing between them, upon the grounds of irreconcilable differences. This Decree of Divorce incorporates the terms of the parties' Agreement.

7. **Alimony.** Each party can meet his or her own needs; therefore, no alimony will be awarded, and the same will be forever waived and barred.

8. **Debts.** The parties do not have any marital debt or personal loans that they are aware of outside the marital home mortgage. If it is discovered there is marital debt, then the party that incurred the debt will be responsible for that debt holding the other party harmless of the same. Each party will be solely responsible for debt incurred in his or her name, including credit card debts, vehicle loans, and loans from family members and/or from friends, and will defend, indemnify against liability, indemnify against loss, and hold harmless the other party from the same. Both parties will be entitled to provide notice to creditors respecting the division of debts between the parties, including a copy of the formal divorce decree and findings of fact and conclusions of law arising from this petition.

9. **Cell Phones.** The parties will each obtain their own separate cell phone plans within 30

days of the Decree of Divorce being signed. The parties will cooperate to help transfer phone numbers and permit separating their cell phone plans.

10. Real Property. Scott will be awarded the real property located at 573 S. Hale Street, Grantsville, Utah 84029 (hereinafter referred to as the “marital home”) and will assume and pay the related debt and liability associated with the marital home, including the mortgage and HELOC. If Scott opts to keep the marital home, then he will refinance the marital home within 180 days of the Decree of Divorce being signed. Scott will solely be responsible for the HELOC with America First Credit Union and indemnify and hold Kristen harmless on the HELOC. If Scott is unable to refinance the marital home into his own name, removing Kristen from the title and/or mortgage, then he will immediately place the marital home for sale, and the home will be placed for sale no later than 180 days from the date the refinance is due to be completed. Scott will be awarded 100% of the equity in the marital home and in return, Kristen will receive 100% of her retirement and/or pension plans as described below.

11. Scott will be responsible for maintaining all financial obligations associated with the marital home, including but not limited to, the mortgages, HELOC, utilities, property taxes, insurance, and home maintenance. The parties will cooperate to remove Kristen’s name from the financial obligations associated with the home as soon as possible.

12. Vehicles. Each party will be awarded his or her own vehicle and will be solely responsible for vehicle loans and/or loans from family members and/or from friends and they will indemnify and hold harmless the other on any obligations, repairs, and/or upkeep and maintenance of the same. Specifically, Kristen will be awarded the 2016 Mazda CX-5, and Scott will be awarded the 2009 Ford Taurus and the 1990 Ford Truck. If any vehicle is jointly titled or

under joint obligation, the parties will cooperate to re-title the vehicle or refinance the obligation to remove the party that was not awarded the vehicle from the title or obligation. The parties will arrange to obtain their own vehicle insurance as well if they have not already done so, within 30 days of the Decree of Divorce being signed.

13. Personal Property. The parties have divided their personal property when Kristen left the marital home on June 12, 2026, and there is no further personal property to be divided. Each party has been awarded his or her own personal property, clothing, electronics, and any item that was received by gift or was inherited.

14. Bank Accounts. During the marriage, the parties acquired various bank accounts. The parties will each be awarded their separate bank accounts, and they will cooperate to close any joint accounts and divide any funds in those joint accounts, if any joint accounts exist. Specifically, Kristen will be awarded her America First Credit Union accounts, accts ending 5929, including her checking account, savings account, and money market account; account balances for these accounts can fluctuate daily, so those balances are not included here. Scott will be awarded the bank accounts in his name, and the balances. Additionally, Kristen will be awarded her Robinhood account ending 0623, with an approximate value of \$2,160.

15. Other Financial Accounts. During the marriage, the parties acquired certain retirement, pension, or other accrued benefits. Each party will be awarded their own retirement and/or pension plans in lieu of Kristen being awarded any equity in the marital home. Specifically, the parties will be awarded the following accounts respectively:

- a. Utah Retirement Systems 401(k), account ending 1714, with an approximate value of \$172,138, will be awarded to Kristen.

- b. Utah Retirement Systems Pension Plan, unknown account number and current value, will be awarded to Kristen.
- c. Tooele County School District, Horace Mann 403(b), unknown account number; with an approximate value of \$122,658, will be awarded to Kristen.
- d. Fidelity Brokerage Link, account ending 9617, with an approximate value of \$22,613, will be awarded to Scott.
- e. Fidelity Brokerage Link Roth IRA, account ending 9618, with an approximate value of \$38,008, will be awarded to Scott.
- f. Fidelity L3Harris Retirement Savings Plan, account ending 4553, with an approximate value of \$127,263, will be awarded to Scott.

16. There is no need for any QDRO's to be prepared as the parties will each maintain their own retirement and/or pension plans.

17. **Business Interests.** Scott will be awarded all interest in his business, Partio Vinyards, free and clear from any claim by Kristen. Additionally, Scott will be responsible for all indebtedness associated with Partio Vinyards and indemnify and hold Kristen harmless on any debt associated with Partio Vinyards.

18. **Taxes.** The parties will file separate tax returns for the 2026 tax year, and every year thereafter. The parties will equally share any tax obligations incurred in good faith on any returns filed during the marriage if any exist or if any tax return is to be received on any returns filed during the marriage, the parties will divide the tax return(s) equally.

19. **Mutual Restraining Order.** The parties will follow mutual restraining orders as follows: Both parties will be restrained from speaking derogatorily about the other party. The parties will

not make disparaging remarks to one another or about one another, either verbally, in writing or otherwise. Both parties will be mutually restrained from harassing and threatening the other party. The parties will not enter the residence of the other party without permission from that party. Both parties will be mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and will have the affirmative duty to use his or her best efforts to prevent third parties from such violations. As used in this paragraph, disparage and derogatory mean to say anything ill of the other whether they believe it to be true or not.

20. Neither party will use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

21. **Family Name.** Kristen will be restored the use of her family name, Barrus, if she desires.

22. **Other Provisions.** The parties will adhere to the following provisions: If either party owns a life insurance policy or an annuity contract and no changes are made to the policy, then the beneficiaries currently listed will receive any funds paid by the insurance company under the terms of the policy or contract unless they subsequently change those designations through their providers.

23. Pursuant to Utah Code §15-4-6.5 the parties are advised:

a. On the entering of a decree of divorce or separate maintenance of the joint debtors in contract, the claim of a creditor remains unchanged unless otherwise provided by the contract or until a new contract is entered into between the creditor and the debtors individually.

b. In addition to the creditor's duties as a secured party under Title 70A,

Chapter 9a, Uniform Commercial Code – Secured Transactions, and the creditor’s duties as a trustee or beneficiary of a trust deed under Title 57, Chapter 1, Conveyances, a creditor, who has been notified by service of a copy of a court order under Section 81-4-204 that the debtors are divorced or living separately under an order for separate maintenance, and who has been expressly advised of the separate, current addresses of the debtors either by the court order or by other written notice, will provide to the debtors individually all statements, notices, and other similar correspondence required by law or by the contract.

c. Except as provided in Subsection (3)(b), a creditor may continue to make negative credit reports of joint debtors under Section 70C-7-107 and may report the repayment practices or credit history of joint debtors under Title 7, Chapter 14, Credit Information Exchange.

d. With respect to a debtor who is not ordered by the court under Section 81-4-204 to make payments on a joint obligation, no negative report under Section 70C-7-107, and no report of the debtor’s repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served notice of the court’s order as required under Subsection (2), unless the creditor has made a demand to the debtor for payment because of the failure to make payments by the other debtor, who is ordered by the court to make the payments.

24. Attorney Fees and Costs. Kristen will pay Scott’s attorney fees for the divorce proceedings up to \$10,000, if he does not continue to contest the divorce and signs this

Agreement, subject to verification of those attorney fees and expenses. After the divorce is final if either party violates their decree, then the court may award attorney fees to the prevailing party.

25. **Mediation.** If future disputes arise related to the party's decree, the parties will engage in mediation before litigation and will equally share the mediation costs.

26. **Final Documents.** Kristen's attorney will prepare the findings, decree and other final documents for entry of the divorce.

27. Both parties will sign whatever documents are necessary to transfer titles and quit claim deeds or any other documents necessary.

END OF DECREE OF DIVORCE

**** ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE****

Approved as to Form:

/s/ Keith L. Johnson
Keith L. Johnson
Attorneys for Scott Anderson,
Electronically signed by Melissa M. Bean
with permission from Keith L. Johnson on
August 5, 2026

RULE 7 NOTICE

You will please take notice that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the foregoing *Decree of Divorce* will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

Dated this 30th day of July 2026.

BEAN FAMILY LAW

/s/ Melissa M. Bean
Melissa M. Bean
Attorney for Kristen Anderson

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served a true copy of the foregoing **DECREE OF DIVORCE** to be delivered to the following:

Keith L. Johnson
Attorney for Scott Anderson
10406 S. 1055 W., Suite 102
South Jordan, Utah 84095
Via the court's electronic filing system.

DATED this 6th day of August 2026.

/s/ Liberty Tucker
Liberty Tucker
Paralegal to Melissa M. Bean