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

In the matter of the marriage of MIRANDA MEMMOTT and MORGAN WALKENHORST.	DIVORCE DECREE Civil No: 264903450 Judge: Heather Brereton Commissioner: Russel Minas
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This matter came before the Court on the Verified Petition for Divorce filed by MIRANDA MEMMOTT ("**Miranda**") against Respondent MORGAN WALKENHORST ("**Morgan**"). The parties have reached an agreement regarding all issues in this matter. The

parties have reached an agreement regarding all issues in this matter. The Court having reviewed the pleadings and having entered its Findings of Fact and Conclusions of Law, for good cause appearing, ORDERS, JUDGES, and DECREES as follows:

The parties are hereby granted a divorce, and their marriage is hereby dissolved upon the entry of this Decree, on the ground that the parties have experienced irreconcilable differences in the marriage, rendering the continuation of the marriage impossible.

MINOR CHILDREN

1. The parties have no minor children and none are expected.

ALIMONY

2. Neither party is awarded alimony.

REAL PROPERTY

3. The parties have interest in real property located at 276 East Vine Street, Murray, UT 84107 ("***Marital Home***"). Morgan shall be awarded ownership of the Marital Home, provided that within 6 months of the parties executing the Divorce Agreement:

- a. Morgan removes Miranda's name from the mortgage on the Marital Home (through a refinance, loan assumption, or otherwise); and
- b. Morgan pays Miranda 50% of the value of the Marital Home. The value of the Marital Home is calculated as the market value thereof at the time Miranda's name is removed from the mortgage, less the balance owing on the mortgage at the same time, less 50% of any closing costs and realtor fees, less \$3,700 in

maintenance costs paid by Morgan solely since residing in the home unilaterally. Unless otherwise agreed by the parties, the market value of the Marital Home shall be determined by an appraisal done at or near the time of removing Miranda's name from the mortgage.

4. Should Morgan fail to timely remove Miranda's name from the mortgage and pay Miranda 50% of the value of the Marital Home, as stated above, the Marital Home shall immediately be listed for sale. The parties shall use a mutually agreed realtor; if the parties disagree about the realtor, then Morgan shall propose three realtors, and Miranda shall have three days to choose one of the three. If Miranda fails to timely choose a realtor from the three proposals, Morgan shall choose one of the three proposals and proceed with the sale of the Marital Home. The Marital Home shall be sold at a reasonable price, as agreed by the parties. If the parties disagree about what constitutes as "reasonable price," the parties shall defer to the judgment of the realtor. Unless otherwise agreed in writing by the parties, the Marital Home shall be sold within six months of listing. During the listing period, so long as Morgan is occupying the home, he shall be responsible for keeping the property in a showable and sellable condition, as recommended by the realtor. If neither party resides in the home, they shall be equally responsible. Both parties shall cooperate to accomplish a timely sale (timely communicating with the realtor and signing documents, etc.). If either party fails to maintain the home as outlined above, the other party may elect to have the home professionally maintained, to be reimbursed at closing.

5. Until Miranda's name is removed from the mortgage on the Marital Home and she is paid her 50% portion of the value of the Marital Home, or until the Marital Home is sold,

Morgan is granted exclusive occupancy of the Marital Home and is solely responsible for paying all expenses associated with the Marital Home (i.e., mortgage, insurance, repairs, maintenance, etc.). If Morgan elects to move from the home, all expenses as outlined above shall be equally split.

PERSONAL PROPERTY

6. The parties are entitled to their own separate property acquired before the marriage or through gift or inheritance acquired at any time.

7. Miranda is awarded the following items of personal property, and is responsible for any outstanding or future expenses associated therewith:

a. 2024 Toyota 4-Runner vehicle

8. Morgan is awarded the following items of personal property, and is responsible for any outstanding or future expenses associated therewith:

a. 2014 Toyota Tundra vehicle

9. Morgan retains ownership of the two dogs: Norman (chocolate lab) and Lady (wire-haired pointer). However, if Morgan is unable to care for these dogs and needs to sell or give them away, he will first offer ownership of the dogs to Miranda before anyone else.

10. All other items of personal property shall be awarded as the parties have already divided them or as mutually agreed in the future.

BUSINESS INTERESTS

11. The parties have no business interests to divide.

DEBTS

12. Besides the mortgage on the Marital Home, the parties no further joint debt.

13. Morgan shall be solely responsible for the following debts in his name and shall hold Miranda harmless therefrom:

- a. Capital One Credit Card
- b. Citi Bank Credit Card
- c. Nelnet Student Loans
- d. University Federal Credit Union Toyota Loan

14. Miranda shall be solely responsible for the following debts in her name and shall hold Morgan harmless therefrom:

- a. Citi Bank Credit Card
- b. Mohela Student Loans
- c. American First Credit Union Toyota Loan

15. The parties are each individually responsible for any other debts in his or her name not mentioned herein and shall hold the other harmless therefrom.

FINANCIAL ACCOUNTS

16. Morgan is awarded the following financial accounts in his name and all funds/value therein:

- a. University Credit Union Bank Account
- b. America First Credit Union Bank Account
- c. Citi Bank Account
- d. Robinhood Account

17. Miranda is awarded the following financial accounts in her name and all funds/value therein:

- a. American First Credit Union Bank Account
- b. Wex HSA
- c. Robinhood Account

RETIREMENT ACCOUNTS

18. Morgan is awarded the following retirement accounts in his name and all funds/value therein:

- a. Vanguard IRA
- b. Alerus 401(k)

19. Miranda is awarded the following retirement accounts in her name and all funds/value therein:

- a. T Rowe Price 401(k)
- b. Vanguard IRA

TAXES

20. If the parties are still married on December 31, 2026, they shall file their taxes separately for tax year 2026. However, if the parties determine and agree that it will be mutually beneficial to file jointly, they may do so, if allowed by law. If the parties agree to file joint taxes for tax year 2026, Morgan shall be responsible for filing the joint tax return

COSTS AND ATTORNEY FEES

21. Each party shall bear their own attorney's fees.

MISCELLANEOUS

22. Each party is ordered to execute and deliver to the other such documents as are required to implement the provision of the decree of divorce entered in this case by the Court.

Should a party fail to execute a document within 60 days of entry of a divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure.

23. If a party fails to comply with a provision of the final Decree, the other party's obligations will not be affected.

24. Each party is permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other at any time or in any place, including electronic communications via social media, text message, e-mail, and other similar methods.

End of Document – Court's Signature Appears at top of First Page

Respectfully submitted by:

Robertson Alger & Spjute

/s/ Travis J. Robertson

Travis J. Robertson, Esq.

Attorney for Respondent

Approved as to form and content:

CARR WOODALL

/s/ Mary Bevan

MARY BEVAN, ESQ.

Attorney for Respondent

E-signature added with permission