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Attorney for Petitioner

**IN THE THIRD JUDICIAL DISTRICT COURT
OF TOOELE COUNTY, STATE OF UTAH
74 S. 100 E. #14, Tooele, UT 84074**

In the Matter of the Marriage of:

DEBRA WILLIAMS REID,

Petitioner,

and

DAN ALVIN REID,

Respondent.

DECREE OF DIVORCE

Civil No. 264300196

Judge TODD HILBIG

Commissioner RENEE BLOCHER

THIS MATTER came before the Court on the stipulation of the parties and on Petitioner's Request to Submit for Decision. Pursuant to Utah Code §81-4-406, Petitioner submitted a declaration in which jurisdiction and grounds for divorce were established.

The Court, being fully advised in the premises and now, for good cause appearing, having previously entered its Findings of Fact and Conclusions of Law, enters the following Decree of Divorce.

DECREE OF DIVORCE

1. Divorce. Petitioner, Debra Williams Reid , is awarded a Decree of Divorce from Respondent, Dan Alvin Reid, on such grounds of irreconcilable differences.

2. Jurisdiction. Debra is a bona fide resident of Tooele County, Utah, and was a resident of Tooele County, Utah, for more than three months before she filed the petition for divorce, making jurisdiction and venue proper in Tooele County, Utah pursuant to Utah Code §81-4-402.

3. Marriage Statistics. The parties were married on January 30, 1999, in Las Vegas, Clark County, Nevada, and are presently married. The parties separated on or about February 1, 2025.

4. Grounds. The parties have irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible, and they are both entitled to a divorce.

5. Military Service. Neither party is in the military nor served in the military during their marriage.

6. Minor Children. The parties do not have any minor children born of this marriage.

7. Alimony. No alimony will be awarded to either party. Each party forever waives and bars any claim for alimony against the other party now and in the future regardless of any change in circumstances.

8. Debts. Each party will be solely responsible for all debts, obligations, and liabilities incurred in his or her own name, whether incurred before, during or after the marriage.

Each party will defend, indemnify, and hold the other party harmless from any and all claims, obligations, costs, expenses, damages, judgments, and liabilities (including reasonable attorney fees) arising from or relating to any debt, obligation, or liability assigned to or assumed by that party under this agreement.

9. Real Property. Dan will be awarded all right, title, and interest in the marital residence located at 299 West 1000 South, Ogden, Utah 84404 (the “Marital Home”), subject to the terms and conditions of this Agreement.

a. Responsibility for Marital Home. Effective immediately, Dan will be solely responsible for all debts, liabilities, and obligations associated with the Marital Home, including the mortgage, property taxes, utilities, repairs, maintenance, and all other expenses. Dan will indemnify and hold Debra harmless from any liability arising from or relating to the Marital Home.

b. Mortgage. The existing mortgage loan secured by the Marital Home is in Dan’s name alone. Accordingly, Dan will not be required to refinance the mortgage as a condition of retaining the Marital Home.

c. Property Settlement Payment. As a property settlement payment representing Debra’s agreed-upon one-half share of the equity in the Marital Home, Dan will pay Debra \$166,331.50. Dan will promptly and diligently seek the financing or other funds necessary to make this payment. No later than sixty (60) days from the date of this Stipulation, Dan will provide Debra with written notice stating whether he has obtained, or is able to obtain, sufficient funds to pay the equalization payment in full. If Dan timely provides written notice that he is able to obtain the necessary funds, he will pay Debra the full amount of \$166,331.50 no later than sixty (60) days after the date of that notice. If Dan does not timely provide the required written notice, advises Debra that he is unable to obtain the necessary funds, or fails to pay the equalization payment within the additional sixty-day payment period, the Marital Home will immediately be listed for sale in accordance with the sale procedures set forth below. Dan’s

obligation to cooperate with the listing and sale will arise automatically, without the need for further agreement or court order.

d. Transfer of Title. Upon Debra's receipt of the property settlement payment in full, Debra will execute a special warranty deed, quitclaim deed, or other reasonably necessary documents transferring any interest she may have in the Marital Home to Dan.

e. Listing and Sale Procedures. If the Marital Home is required to be sold under this Agreement, it will be listed for sale promptly with Joe Gordon serving as the listing agent. Both parties will cooperate fully with Mr. Gordon and will follow his professional recommendations concerning the preparation, listing, marketing, and sale of the Marital Home, including recommendations regarding repairs, improvements, staging, cleaning, photography, showings, listing price, price adjustments, offers, counteroffers, and other customary terms of sale.

f. Listing Price and Price Adjustments. The initial listing price will be established in accordance with Mr. Gordon's professional recommendation. The parties will also follow his reasonable recommendations regarding subsequent price reductions or other adjustments reasonably calculated to obtain the highest reasonable sales price within a commercially reasonable period. Neither party will unreasonably withhold, condition, or delay consent to a recommended listing-price adjustment.

g. Offers and Sale Terms. The parties will timely and reasonably consider all bona fide offers and will follow Mr. Gordon's professional recommendations regarding whether to accept, reject, or counter an offer. Neither party will unreasonably withhold, condition, or delay

approval of an offer or counteroffer consistent with the property's fair market value and the objective of completing the sale within a commercially reasonable period. Any disagreement that cannot be promptly resolved may be submitted to the Court for expedited determination.

h. Distribution of Net Sale Proceeds. Upon closing, the net sale proceeds will be divided equally between the parties. "Net sale proceeds" means the gross sale price remaining after payment of the mortgage, real-estate commissions, title and escrow charges, customary closing costs and agreed or required seller concessions.

i. Execution of Documents and Cooperation. Each party will timely execute all documents and take all actions reasonably necessary to transfer, finance, list, market, or sell the Marital Home, including deeds, title documents, listing agreements, seller disclosures, purchase contracts, counteroffers, addenda, settlement statements, and closing documents. Unless a shorter period is reasonably required to preserve a transaction or meet a closing deadline, each party will execute and return requested documents within ten (10) business days after receiving a written request from the other party, counsel, the listing agent, the title company, or the closing agent. Neither party will take any action or fail to take any required action that unreasonably delays, obstructs, or interferes with the listing, marketing, or sale of the Marital Home.

10. Vehicles. Each party will be awarded his or her own vehicle, free and clear of any claim by the other party, without offset, credit or adjustment, and subject to any underlying debt on said vehicles. If necessary, the parties will cooperate to re-title any jointly titled vehicle in the name of the party to whom it is awarded and to obtain separate automobile insurance within 30 days of the entry of the Decree of Divorce.

11. Personal Property. The parties will work together in good faith to equitably divide their marital personal property, most of which presently remains in the Marital Home.

a. Debra's Retrieval of Property. Within thirty (30) days after entry of the Decree incorporating this Agreement, the parties will coordinate a mutually convenient date and time for Debra to retrieve the items awarded or otherwise agreed to be distributed to her. Debra's brother will serve as the parties' agreed intermediary for purposes of coordinating and assisting with the retrieval. The parties will cooperate with him in good faith to complete the process efficiently and without unnecessary conflict.

b. Property to Be Received by Debra. Debra will be entitled to retrieve the following items, together with any other items mutually agreed upon by the parties:

- i. Antique kitchen cupboard, dating from approximately 1890, together with its contents;
- ii. Antique sewing machine;
- iii. Antique bedroom furniture;
- iv. Elliptical exercise machine;
- v. Inherited sofa;
- vi. Kitchen table and chairs; and
- vii. Roll-top desk.
- viii. The pool table is specifically awarded to Dan.

This list is not intended to be an exhaustive identification of all personal property Debra may receive by agreement.

c. Removal and Condition of Property. Debra will be responsible for arranging any labor, equipment, transportation, or other assistance reasonably necessary to remove her property. The parties will take reasonable care to avoid damage to the Marital Home or to any personal property during the removal process. Dan will provide Debra and her helpers reasonable access to the Marital Home at the agreed date and time.

d. Disputed Property. Any personal-property items that remain disputed After the initial division and retrieval will be identified in a written list exchanged between the parties and their respective counsel. The parties and counsel will attempt in good faith to resolve those remaining disputes. If the disputes cannot be resolved through counsel, the parties will return to mediation before seeking judicial intervention.

e. Remaining Property. Except for items specifically awarded to Debra, mutually agreed to be distributed to her, or identified as disputed under this paragraph, all personal property remaining in the Marital Home after Debra completes her retrieval will be awarded to Dan, free and clear of any claim by Debra.

12. Bank Accounts. Each party will be awarded his or her own separate bank account(s) free and clear of any claim by the other party, including all funds on deposit as of the date of the Decree of Divorce.

13. Retirement Accounts. Each party will be awarded the retirement and investment accounts held in his or her respective name, free and clear of any claim by the other party.

14. Name Change. Debra's name will be changed to Debra Williams, and the Decree of Divorce will so provide.

15. Attorney Fees and Costs. The parties will pay their own attorney fees and court

costs incurred herein. The parties will equally share the mediator fees from the July 28, 2026, mediation.

*** * * * * END OF ORDER * * * * ***

(Court's signature will appear at the top of the first page)

Approved as to form:

/s/ Richard Tanner (by Michael Mickelson
with permission via email on 08/20/2026
Richard Tanner, USB #10987
Attorney for Respondent

RULE 7 NOTICE

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

DATED August 18, 2026.

CALDWELL FILLER & GRAYSON

/s/ Michael A. Mickelson
Michael A. Mickelson, *Attorney*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served in the manner indicated below on August 18, 2026, to those indicated below:

Richard Tanner, USB #10987 <i>Attorney for Respondent</i> tannerandtannerlaw@msn.com	☐ U.S. Mail, postage prepaid ☐ Hand-delivery ☐ Facsimile ☒ Email ☒ E-filed on 08/20/2026
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CALDWELL FILLER & GRAYSON

/s/ Michael A. Mickelson
Michael A. Mickelson, *Attorney*