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IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH,
PROVO DISTRICT, UTAH COUNTY, STATE OF UTAH

In the matter of the marriage of:

AMELIA JACK,

Petitioner,

and.

IAN LEGRAND JACK,

Respondent.

DECREE OF DIVORCE

Civil No: 264903661

Judge: TERESA WELCH

Commissioner: KIM M. LUHN

The above captioned matter came before the court on Petitioner's Petition for Divorce, filed on July 14, 2026. Petitioner and Respondent have agreed to the following terms which are a full and complete resolution of all issues before the court. From the records, files, and papers in the matter, the Court, being fully advised in the premises enters the following Findings of Fact and Conclusions of Law:

JURISDICTION

1. Petitioner and Respondent were married on May 23, 1998 in Utah and subsequently separated on May 3, 2026
2. Respondent is a resident of Utah County, State of Utah, and has been for three

months immediately prior to the filing of this action in accordance with Utah Code Ann. §81-4-402.

3. Petitioner is a resident of Salt Lake County, State of Utah.

DIVORCE

4. The parties have experienced irreconcilable differences in their marriage and should be awarded a Decree of Divorce, dissolving the bonds of matrimony pursuant to Utah Code Ann. § 81-4-405(h).

CHILDREN

5. There are no minor children of issue in this divorce, and therefore no child custody or child support will be ordered.

ALIMONY

6. Neither party has need for spousal support or the ability to pay and therefore none shall be ordered, now or in the future. Furthermore, each party knowingly and voluntarily waives any present or future claim for alimony and acknowledges that the property division set forth herein is acceptable without any award of alimony.

PERSONAL PROPERTY

7. During the marriage Petitioner and Respondent have acquired personal marital property.

8. Petitioner has taken possession and is awarded the 2022 Lexus RC 300, subject to any and all debt thereon.

9. Respondent has taken possession and is awarded the 2019 Toyota Tacoma and the 2017 Victory Octane Motorcycle, and the 2021 Husqvarna Motorcycle as well as any debts and

obligation associated with the vehicles.

10. The 2014 Nissan NV2500 Van shall be sold and the profits split equally between the parties.

11. All personal property has already been divided.

12. All marital personal property has already been divided by the parties.

13. Petitioner and Respondent are awarded any and all marital property given to them by the other party and currently in their possession.

14. Any asset inadvertently omitted from this Agreement shall remain subject to equitable division by agreement of the parties or further order of the court.

• **BUSINESS PROPERTY**

15. Alpine Reality Capture, LLC was acquired during the marriage.

16. 100% of Alpine Reality Capture, LLC is awarded to Respondent together with all assets, rights, interests, goodwill, accounts, equipment, and property associated therewith, and shall assume all debts and obligations associated with the business. Petitioner will relinquish, release, quitclaim, and forever waive any ownership, shareholder, management, voting, economic, or other interest in Alpine Reality Capture, LLC.

SAVINGS ACCOUNTS AND CHECKING ACCOUNTS

17. There are two (2) joint or marital checking or savings accounts held by the parties at Wells Fargo Bank. These accounts will be equally split and closed upon the sale of the real property located at 8 Mountain Wood Lane, Sandy, UT 84092. These accounts will be used for the shared expenses related to the maintenance and sale of 8 Mountain Wood Lane, Sandy, UT 84092.

18. All other joint checking and savings accounts have already been divided. Any money in the parties' separate checking or savings accounts is awarded to the party named on the account.

STOCKS, BONDS, AND MISCELLANEOUS SECURITIES

19. It is fair and reasonable that all stocks, bonds, securities, or money market fund accounts, if any exist, is awarded to the party named on the account.

RETIREMENT ACCOUNTS, PENSION FUNDS, ETC.

20. It is fair and reasonable that all retirement accounts or pension funds, if any exist, is awarded to the party named on the account.

REAL PROPERTY

21. During the Marriage, the parties acquired three (3) properties.

22. The real property located at 2182 E Fair Winns Lane, Draper, UT 84020 is awarded to the Respondent along with all of its household contents not stipulated in the Personal Property section above.

23. The real property located at 8 Mountain Wood Lane, Sandy UT 84092 will be sold with proceeds after the mortgage, all title and closing fees and HELOC debt paid, is to be split between the parties with Petitioner receiving Forty-six thousand dollars (\$46,600) more than Respondent of the proceeds from the sale.

a. Respondent will list the property for sale however, as the listing realtor and/or broker, will not receive a commission on the listing or sale of the property.

b. Each party is responsible for their tax liability resulting from the

sale of the property.

c. The funds from the HELOC are to pay for necessary repairs to the property to get it ready for sale.

d. The parties will agree in writing to the contractor and bid prices for all repairs in advance.

i. If the parties cannot agreed to contractor or bid prices, they will not proceed with the repair until an agreement is made or the home is sold without repair.

ii. The agreed upon repairs are patching and painting the interior of the garage, painting the garage floor, painting the interior walls of the home, fixing the leak in the retaining wall, painting the back deck, refinishing the wood floors, repairing the kitchen oven, and repairing the front porch.

e. The funds from the sale of the home will pay off the HELOC balance upon closing.

f. The parties will list the property for sale on the Utah MLS with Respondent as the broker and realtor, by July 1, 2026, or sooner if repairs are completed earlier than that.

g. Any bona fide offer within 3% of list price shall be accepted unless both parties agree otherwise in writing.

24. The real property located at 1384 N Jerry Gertsch Lane, Midway, UT 84049 is awarded to the Petitioner along with all of its household contents. Petitioner is also awarded all future income, taxes, or other costs related to the property. Respondent shall execute any quitclaim deed or other documents reasonably necessary to transfer all of his interest in the property to Petitioner within 10 days of request.

25. The parties will remove the other party from the mortgage and the deed on each property within 18 months of the final decree.

TAXES

26. Each party is solely responsible for his or her individual tax liabilities. Any joint tax refunds or liabilities for tax years filed jointly shall be divided equally unless otherwise agreed in writing. Each party shall cooperate in signing tax documents reasonably necessary to implement this provision.

DEBTS AND OBLIGATIONS

27. The debt on each mortgage shall be assumed by the party who is awarded the property and each party shall remove the other party from the mortgage and deed within 60 days of the final decree.

28. The balance of the marital debt is divided as indicated below.

- i. Chase Business card with the last 4 digits of 7617 is awarded to Respondent.
- ii. American Express card with the last 4 digits of 7007 is awarded to Respondent.
- iii. Amazon Credit Card with the last 4 digits of 1488 is awarded to

Respondent.

iv. Delta SkyMiles Credit Card with the last 4 digits of 1005 is awarded to Petitioner.

v. Chase Sapphire Card with the last 4 digits of 3161 is awarded to Respondent.

29. Each party shall provide a copy of the parties' Decree of Divorce and to notify their respective creditors where requested regarding the Court's division of debts, obligations, or liabilities.

REQUEST FOR NON-DISCHARGEABILITY IN BANKRUPTCY

30. The allocation of debts in this agreement is an integral part of the financial settlement reached herein. The parties further acknowledge and understand that they intend for the obligations assumed herein to survive bankruptcy to the fullest extent permitted by law; however, the parties understand and acknowledge that this provision is not binding upon any bankruptcy court.

NAME CHANGE

31. Petitioner may change her name, should she wish to do so.

ATTORNEY FEES AND COURT COSTS

32. Petitioner and Respondent will each pay their own respective attorney's fees and costs associated with all aspects of their divorce, as long as the matter remains uncontested.

COOPERATION

33. Petitioner and Respondent will cooperate with the other, through counsel and otherwise, to effect change in titles to property agreed to be divided herein, to change the names

and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every other way necessary or proper to ensure that the Decree of Divorce is carried out in every detail.

34. Each party shall execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

DEFAULT

35. In the event either party fails to comply with any of the terms and conditions set forth in the Decree of Divorce, the party in default shall be liable to the other party for all reasonable expenses, including attorney's fees and costs, incurred in enforcing the terms and conditions of the Decree of Divorce.

***** This Decree of Divorce is effective when signed by the Court electronically as indicated at the top of the first page.*****

DATED: September 1, 2026

API Law, PLLC

/s/ Peter H. Robinson
PETER H. ROBINSON
Attorneys for Petitioner