

Gina Seitz  
12218 S 800 E  
Draper, Utah 84020  
(385) 590-9097  
gseitz@drhorton.com

Petitioner

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

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In the Matter of the Marriage of:

GINA SEITZ,

Petitioner,

and

BRANDT GORDON HOLBROOK,

Respondent.

**DECREE OF DIVORCE**

Case Number: 264904161

Judge: Richard Pehrson

Commissioner: Russell Minas

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THIS MATTER comes before the Court on Petitioner's Verified Petition for Divorce. The parties, having reached a written Stipulation and Property Settlement Agreement, the same having been received and approved by the Court. The Court, having entered its Findings of Fact and Conclusions of Law, and for good cause otherwise appearing:

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**

The parties are hereby awarded a Decree of Divorce, said Decree to become final upon its being signed by the court and entered in the Office of the Third Judicial District Court Clerk

1. **Residence.** The parties are residents of Salt Lake County, Utah and have been for at least three months immediately prior to the commencement of this action.

2. **Marriage Information.** The parties to this action are husband and wife, having been married on October 24, 2020, in Salt Lake County, State of Utah. The parties separated on October 24, 2025.

3. **Grounds for Divorce.** During the course of this marriage, the parties have experienced irreconcilable differences that have prevented them from pursuing a viable marriage relationship. A Decree of Divorce shall be entered dissolving the bonds of matrimony, the Decree to become effective immediately upon entry.

4. **General Jurisdiction.** This Court has general jurisdiction over this matter pursuant to Utah Code section 78A-5-102(1).

5. **Personal Jurisdiction.** This Court has personal jurisdiction over the parties pursuant to Utah Code section 78B-3-205.

6. **Venue.** Venue is proper in this Court.

7. **Children.** Pursuant to Utah Code Ann. § 81-6-101(7), no children were born as issue of the marriage. Gina and Brandt do not have any minor children together, are not expecting a child, and do not have any incapacitated adult children together for whom child support is sought.

8. **Effective Date.** The effective date of this Agreement is the date on which the last party signs it.

### **Marital Residence**

9. **Description.** During the marriage the parties acquired an interest in real property commonly known as 1283 East Darby Circle, Murray, Utah 84117, Tax Identification

Number 22172320120000, and more particularly described as follows: Lot 171, Chevy Chase No. 8, according to the official plat thereof, recorded in the office of the Salt Lake County Recorder, less and excepting: beginning at the northeast corner of said Lot 171 and running thence south 0 degrees 07' west 34.034 feet; thence north 89 degrees 53' west 45.528 feet; thence north 45 degrees 00' east 48.0 feet; thence east 11.71 feet to the point of beginning (the "Marital Residence"). Title to the Marital Residence is held in both parties' names.

**10. Award of the Marital Residence.** The Marital Residence is awarded to Brandt, together with all right, title and interest in the property, subject to his performance of the obligations set forth below. Brandt shall have exclusive use and possession of the Marital Residence.

**11. Encumbrances.** The Marital Residence is encumbered by a first mortgage held in Gina's name alone, with a balance of approximately \$323,000.00 and a monthly payment of \$1,889.00, and by a second mortgage held in Brandt's name, with a balance of approximately \$119,000.00 and a monthly payment of \$725.00. Brandt shall pay both obligations and shall timely pay all property taxes, insurance and utilities associated with the Marital Residence.

**12. Value of the Marital Residence.** The parties stipulate that the fair market value of the Marital Residence is \$700,000.00. Either party may demand an appraisal by written notice to the other within ten days of the effective date of this Agreement. If an appraisal is demanded, it shall be performed by a licensed appraiser the parties jointly select, the cost shall be divided equally between them, and the appraised value shall control.

**13. Calculation of Gina's Equity Payment.** Gina's share of the equity in the Marital Residence shall be calculated on the same formula that applies if the Marital Residence is sold. The fair market value determined under paragraph 12, less the payoff of the first mortgage and the payoff of the second mortgage, is the net equity.

14. If Brandt assumes the mortgage as set forth below, costs of sale are not deducted because no sale occurs. Gina's equity payment is one half of the net equity, plus \$15,250.00, representing \$10,250.00 as equalization for her one-half interest in \$20,500.00 of marital furnishings and personal property retained by Brandt and \$5,000.00 as reimbursement for the withdrawals Brandt made from the home equity line of credit after the parties separated.

15. Using the stipulated value of \$700,000.00 and the current loan balances, the net equity is \$258,000.00 and Gina's equity payment is \$144,250.00.

**16. Assumption of the First Mortgage.** Within 90 days of the effective date of this Agreement, Brandt shall assume or refinance the first mortgage, obtain Gina's full release from that obligation, and pay Gina her equity payment calculated under paragraph 15 in full.

17. Payment shall be made through the title or escrow company handling the assumption or refinance and shall be delivered to Gina at closing. Brandt shall pay all costs associated with the assumption or refinance and shall indemnify and hold Gina harmless from that obligation and from any claim arising out of it. Brandt remains solely responsible for the second mortgage.

**18. Quitclaim Deed.** Gina shall execute a quitclaim deed conveying her interest in the Marital Residence to Brandt once Brandt has assumed or refinanced the first mortgage

and Gina has been released from that obligation. The deed shall be deposited with the title or escrow company and shall be delivered and recorded at the closing of the assumption or refinance, concurrently with the disbursement of Gina's equity payment. Gina retains her ownership and equity interest in the Marital Residence until the first mortgage has been assumed or refinanced, she has been released from that obligation, and her equity payment has been received in full.

**19. Sale of the Marital Residence.** If Brandt does not assume or refinance the first mortgage, obtain Gina's release from that obligation, and pay Gina her equity payment in full within 90 days of the effective date of this Agreement, the Marital Residence shall immediately be listed for sale with a licensed real estate agent selected by the parties. If the parties do not agree upon an agent within three days after that deadline passes, Gina shall select the agent. The listing price and any subsequent price reduction shall be as recommended by the listing agent, and the parties shall accept any offer at or above the listing price then in effect.

**20. Cooperation with the Sale.** Brandt shall cooperate fully with the listing and sale of the Marital Residence. He shall execute the listing agreement, seller disclosures, addenda, the deed and all other documents necessary to list, sell and close on the Marital Residence within three days of request. He shall permit showings, inspections and appraisals upon 24 hours' notice, keep the Marital Residence clean and reasonably available for showings, maintain the Marital Residence in reasonable condition, commit no waste and remove no fixtures.

21. **Occupancy Pending Sale.** Brandt may remain in the Marital Residence pending closing provided he keeps the first mortgage, the second mortgage, property taxes, insurance and utilities current.

22. Brandt shall vacate the Marital Residence and remove his personal belongings no later than seven days before the scheduled closing date.

23. **Net Proceeds and Distribution.** Net proceeds means the gross sales price less real estate commissions, customary seller closing costs, prorated property taxes and payoff of the first mortgage and the second mortgage. From the net proceeds at closing, the title or escrow company shall pay Gina one half of the net proceeds plus \$15,250.00, representing \$10,250.00 as equalization for her one-half interest in the marital furnishings and personal property retained by Brandt and \$5,000.00 as reimbursement for the withdrawals Brandt made from the home equity line of credit after the parties separated. The balance of the net proceeds shall be paid to Brandt.

24. **Default.** If Brandt fails to perform any obligation regarding the listing, sale or closing of the Marital Residence, the Decree of Divorce entered in this matter shall constitute the order of the Court authorizing the Marital Residence to be listed and sold without Brandt's signature, participation or further involvement.

25. Upon presentation of the Decree and without further hearing, Gina is authorized to select and retain a licensed real estate agent, execute the listing agreement and any price reduction, accept an offer, and execute the deed, the settlement statement and every other document necessary to complete the sale and the distribution of proceeds on Brandt's behalf.

26. In the alternative, the Clerk of the Court may execute any such document on Brandt's behalf pursuant to Rule 70 of the Utah Rules of Civil Procedure. The Court retains jurisdiction to enforce the sale and the distribution of proceeds and to award attorney fees and costs incurred as a result of Brandt's noncompliance.

27. **Furnishings and Household Items.** Brandt shall retain all marital furnishings and household items remaining in the Marital Residence, which the parties value at \$20,500.00. Gina shall retain her clothing, her personal effects, and two end tables. Gina's one-half interest in the retained furnishings and household items is \$10,250.00 and is paid as provided above.

28. **Electric Bicycle.** The motorized mountain electric bicycle, valued at \$500.00, is awarded to Gina.

29. **Vehicles.** The parties' vehicles are awarded as follows:

- a. The 2026 Tesla Model Y, VIN 7SAYGDEE7TF355556, valued at \$45,000.00, is awarded to Gina. Gina shall pay the entire debt owing to Wells Fargo in the approximate amount of \$36,131.50, with a monthly payment of \$653.94, and shall indemnify and hold Brandt harmless on that debt. Gina shall provide a copy of the Decree of Divorce to the lender. Brandt shall sign all documents necessary to relinquish title so that Gina may take ownership of the vehicle and the debt associated with it within 15 days of entry of the Decree of Divorce.
- b. The 2022 Tesla Model Y, VIN 7SAYGDEF4NIF320207, valued at \$35,000.00, is awarded to Brandt. Brandt shall pay the entire debt owing to Holly Frontier Employee Credit Union in the approximate amount of \$38,000.00, with a monthly payment of \$648.00, and shall indemnify and hold Gina harmless on

that debt. Brandt shall provide a copy of the Decree of Divorce to the lender.

Gina shall sign all documents necessary to release title within 15 days of entry of the Decree of Divorce.

**30. Tesla Account.** Brandt shall transfer ownership of the Tesla account and application associated with the 2026 Tesla Model Y to Gina within 15 days of the effective date of this Agreement, so that Gina holds the account as owner rather than as an added driver. Upon transfer Brandt shall relinquish all access to and control over that vehicle and its features.

**31. Remaining Personal Property.** All personal property not specifically awarded in this Agreement shall remain the property of the party in whose possession it presently is in.

#### **Financial and Retirement Accounts**

**32. Financial Accounts.** The Wells Fargo checking account ending in 4232, with a balance of approximately \$4,000.00, is awarded to Brandt. Each party is otherwise awarded the financial accounts held in his or her own name, free and clear of any claim by the other.

**33. Retirement.** The parties do not require a court order dividing retirement assets. Each party is awarded the retirement accounts and benefits held in his or her own name, free and clear of any claim by the other.

#### **Debts**

**34. Debts.** Other than the obligations addressed in this Agreement, the parties are not aware of any debts incurred during the marriage. Each party shall pay and assume the debts held in his or her own name and all debts incurred in his or her own name after the

effective date of this Agreement, and shall indemnify and hold the other party harmless on those debts.

**35. Nondischargeability and Notice to Creditors.** The payment of the debts set forth above shall be nondischargeable in bankruptcy. The party not obligated to pay a joint obligation shall send a copy of the Decree of Divorce to each joint creditor advising that he or she is not required to pay that joint debt, notify the joint creditor of the current separate address of each party, and inform the joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract, and that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint debt unless the creditor has first made a demand for payment on the party who was not required to pay the debt.

### **Alimony**

**36. Alimony.** Each party waives alimony. The waiver is permanent and not modifiable, and the Court shall terminate its jurisdiction to award alimony to either party.

### **General Provisions**

**37. Attorney Fees.** Each party shall pay his or her own attorney fees and costs incurred in this action.

**38. Breach.** If either party fails in the performance of any obligation under this Agreement or the Decree of Divorce, the aggrieved party shall have the right to sue for damages for the breach or to seek such other legal remedies as may be available, including an award of attorney fees and costs incurred in enforcing the Decree.

**39. Duty to Sign Documents.** The parties shall sign all documents necessary to comply with the Decree of Divorce within 15 days of entry of the Decree. If a party fails to

sign a document within 15 days, the other party may ask the Court to appoint someone to sign the document pursuant to Rule 70 of the Utah Rules of Civil Procedure.

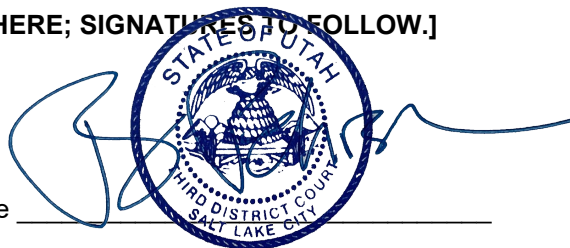
40. **Separate Property.** Any and all property and money received or retained by either party pursuant to the divorce shall be deemed the separate property of that party, free and clear of any right, interest or claim of the other party, including the right to inherit or to be named as a beneficiary except as specifically awarded in this Agreement, and each party shall have the right hereafter to use and enjoy, independently of any claim or right of the other party, all items of real or personal property awarded to them.

[THIS DOCUMENT CONCLUDES HERE; SIGNATURES TO FOLLOW.]

September 15, 2026

Date

Signature



Pehrson

Judge

### **RULE 7 NOTICE**

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, you have seven (7) days, not counting the day this proposed order was served upon you, to either approve this order as to form or submit a written objection outlining the reason(s) why you believe this proposed order does not accurately reflect the Court's ruling. If you fail to approve this order as to form or submit a written objection within this timeframe then this order will be submitted to the Court for signature and entry and the Court may deem any objection to form waived.

### **CERTIFICATE OF SERVICE**

You will please take notice that the undersigned Petitioner will submit the foregoing **DECREE OF DIVORCE** to the court for signature upon the expiration of seven (7) days from your receipt of this notice, unless written objection is filed prior to that time, pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure. I hereby certify that on this 14th day of September 2026, I delivered true and correct copy(s) of the same to the following party(s) by email for approval as to form and content:

Brandt Gordon Holbrook  
(801) 649-7826  
brandtholbrook@yahoo.com  
*Respondent*

/s/ Gina Seitz