



David C. Blum #7814
Canyons Law Group
Attorneys for Petitioner
311 S. State St., Suite 350
Salt Lake City, UT 84111
Telephone: (801) 238-6500
Facsimile: (801) 238-6505
Email: David@CanyonsLaw.com

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

<i>In the matter of the marriage of:</i> GREGORY L. VAN DYKE, Petitioner, and EMILY M. VAN DYKE, Respondent.	DECREE OF DIVORCE Civil No. 264903775 Judge Jeff Mann Commissioner Joanna Sagers
--	--

THE ABOVE-CAPTIONED MATTER having come before the above-entitled court upon motion, the Honorable Jeff Mann presiding. The Court, having made its Findings of Fact and Conclusions of Law, hereby **ADJUDGES, DECREES and ORDERS as follows:**

1. Petitioner is granted a divorce on the grounds of irreconcilable differences.

Alimony

2. Both parties are capable of providing for his/her own support and therefore no alimony shall be awarded and is forever waived.

Debts

3. Each party shall be responsible for any debts incurred in his/her own name or any debts personally incurred post-separation.

4. Unless otherwise stated herein, if either party is awarded an item of real or personal property, that party shall be responsible for any debt associated with such property. Respondent will be responsible for any debt associated with the marital residence, including the home equity line of credit, upon transfer of the property to Respondent and removal of Petitioner from any associated liability. Petitioner shall assume sole responsibility for, pay, and indemnify and hold Respondent harmless from the parties' joint IRS tax liability, the \$14,000 Credit Union debt line, and the outstanding balance of the parties' joint Visa credit line. The Visa line shall be paid to a zero balance directly at the escrow closing table out of the real estate transaction pool, and upon said payoff, permanently closed. Respondent shall assume 100% sole liability, debt responsibility, and indemnification for the marital residence, including the \$81,000 America First home equity line of credit (HELOC).

5. Pursuant to Utah Code § 81-4-406(3)(b), both parties will be authorized to provide notice to each creditor regarding the allocation of the parties' debts, obligations, and liabilities following entry of the Decree of Divorce, along with the parties' separate and current

addresses.

6. Any obligation(s) that is in either a joint name or in the name of the other party, shall be paid by the party who receives the benefit. For example, Respondent shall put her automobile insurance into her own name and be responsible for the payment. This would also include utilities for the residence.

Real and Personal Property

7. During the marriage, the parties acquired a home located at 1193 Kensington Ave., Salt Lake City, UT 84105. Respondent is awarded the home in its present condition free and clear of any claim by Petitioner, in exchange for the waiver of alimony. Respondent shall refinance the home and HELOC into her own name within 60 days of entry of the decree. If Respondent is unable to refinance the property or otherwise remove Petitioner's name from liability associated with the property, then the home shall be immediately listed for sale. Should Respondent not list the home for sale, then a Real Estate Receiver shall be immediately appointed by the Court pursuant to Utah R. Civ. P. 70 to take exclusive control of the property, list it on the Multiple Listing Service (MLS) as an open-market listing to secure the highest and best custom builder bid, satisfy the bank liabilities from the top of the proceeds, and split the remaining net cash strictly 50/50. Beginning November 1, 2026, Respondent shall be entirely responsible for all obligations associated with the home.

8. Petitioner and his son will fully vacate the property by October 31, 2026. Petitioner will pay the active utilities, insurance, and property taxes out of pocket strictly until

October 31, 2026, with a mandatory transfer of all accounts by November 1, 2026.

9. During the marriage, the parties have acquired various items of furniture, fixtures, appliances and household goods. The parties shall be awarded the personal property presently in his/her possession. Respondent's personal Gmail, her Google phone number (to be ported out by October 31, 2026), and her domain email history (to be archived to a USB drive with a 90-day forward expiring January 31, 2027) shall remain her sole independent property.

Retirement and Investment Accounts.

10. Based upon the debt and asset division herein, each party shall be awarded the retirement, investment and/or life insurance account in his/her own name.

Bank Accounts

11. Upon the execution of the final Decree, the parties' overarching joint America First Credit Union (AFCU) master checking and savings profile shall be systematically closed to further access. Petitioner shall pay the \$14,000 Credit Union line and any remaining check protection lines of credit (up to \$1,000) directly to a zero balance, and upon said payoff, his name shall be permanently unlinked and removed from all liability. Respondent shall be solely responsible for coordinating with the financial institution to transition the remaining home equity line of credit (HELOC) into a completely separate, independent, single-signature AFCU membership profile or external banking institution solely under her own name and Social Security number.

Miscellaneous

12. Each party shall be responsible for his/her own attorney fees and costs.
13. Both parties shall be restrained from bothering, harassing, annoying, threatening or harming each other.
14. Each party will be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree.
15. In the event either party fails to perform his or her obligations under the Decree of Divorce, that person will be required to pay all costs and attorney fees of the other party incurred in enforcing the terms.

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

In accordance with URCP Rule 10(e), this Order does not bear a handwritten signature, but instead displays an electronic signature on the first page of this Order along with the court's seal and the date the order was executed.

APPROVED AS TO FORM:

/s/ Emily Van Dyke (With permission)
Signed by David C. Blum with email
permission from the above-named