The Order of the Court is stated below:
Dated: October 29, 2026 03:38:50 PM **/s/** RICHARD PEHRSON
District Court Judge

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

In the Matter of the Marriage of: JAMES BURT, Petitioner, and SHERRIE BURT, Respondent.	**DECREE OF DIVORCE** Case No. 254906694 Judge: Richard Pehrson Commissioner: Russell Minas

In accordance with Utah Code 81-4-401(2), the above-captioned matter came before the court for consideration absent a hearing. Pursuant to the *Stipulation and Property Settlement Agreement*, a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now **ORDER**, **ADJUDGE**, and **DECREE** as follows:

1. James Burt is awarded a Decree of Divorce from Sherrie Burt on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

2. **Children, Custody and Visitation.** That Petitioner and Respondent have no minor children and none are expected.

3. **Alimony.** That Petitioner shall pay Respondent a lump sum of alimony in the amount of $20,000.00. Said amount shall be paid out of Petitioner's portion of the home equity. Once said

payment is made, the parties hereby waive any claim, whether now known or later discovered to any future alimony.

4. **Real Property.** The parties own a home and real property at 236 East 9670 South, Sandy, Utah 84070.

5. The home shall be immediately placed for sale. Respondent will provide Petitioner with three realtors no later than September 25, 2026. Petitioner will choose one of the three realtors no later than September 30. The parties will sign all necessary paperwork to retain said realtor no later than October 2, 2026. Until the protective orders are amended, the realtor should communicate with the parties separately. Once the protective orders are amended, all communications with the realtor will be with both parties. There will be no unilateral communication between either party and the realtor.

6. The parties shall inform any realtor and title companies that due to the protective orders, the parties shall sign any documents separately and any payments to the parties will be made individually.

7. Through counsel or realtor, the parties should discuss and agree upon any repairs or improvements prior to listing the home for sale. If no agreement is reached, then the realtor will make the final decision. The parties shall be equally responsible for all repairs. If only one party pays for a repair, said party shall be reimbursed for one-half of the said costs with the sale proceeds of the home. Said costs will be verified with receipts, invoices, and/or account statements. If verification is not provided, no reimbursement will be given.

8. Through counsel or realtor, the parties shall agree upon a listing price, any reductions in listing price, and the acceptance or rejection of any offers. If the parties cannot agree on something, then the realtor will make the final decision.

9. Upon sale of the marital home, the sale proceeds shall be distributed as follows:

a. Retire all mortgages and encumbrances.

b. Pay all closing costs and realtor fees.

c. Pay off the HVAC Debt

d. Pay off the IRS Debt

e. Reimburse either party for repairs to the home

f. One-half to Petitioner

g. One-half to Respondent.

10. **Personal Property.** That during the course of the marriage, Petitioner and Respondent have acquired certain items of personal property. Respondent shall be responsible for paying off the parties' physical phones. Petitioner shall be responsible for paying the Respondent's monthly vehicle payment and auto insurance until the vehicle is paid off.

11. That Petitioner be awarded the following items of personal property, free and clear of any claim by Respondent:

a. Any items Petitioner brought into the marriage;

b. Any items received by gift or inheritance during the marriage;

c. His personal belongings.

d. All the property located in the marital home with the exception of Respondent's personal belongings, laptop, and her Grandma's ring.

e. The 1999 GMC Sierra at a value of $5000.00.

f. The 1929 Ford. Respondent's attorney will provide Petitioner's attorney with three proposed appraisers no later than October 1, 2026. Petitioner will choose one of the appraisers by October 8, 2026. Petitioner will ensure the appraisal takes place no later than October 31, 2026. The parties shall equally divide the costs of the appraisal. Petitioner shall pay Respondent one-half of the value of the appraised value out of his portion of the home proceeds.

15. That it is fair and reasonable that Respondent be awarded the following items of personal property, free and clear of any claim by Petitioner:

a. Any items Respondent brought into the marriage;

b. Any items received by gift or inheritance during the marriage;

c. Her personal belongings in the home, including her laptop and her grandmother's rings.

d. The 2014 Kia Optima. Petitioner shall get a credit of $2,000 from Respondent's portion of the home sale proceeds.

16. To equalize the value of the personal property, Petitioner shall pay Respondent $2,500 out of his portion of the home equity to equalize the value of the GMC, and one-half of the value of the appraised 1929 Ford.

17. **Savings Accounts and Checking Accounts.** That during the course of the marriage, Petitioner and Respondent have acquired certain savings accounts and checking accounts.

18. That Petitioner shall be awarded the savings accounts and checking accounts in his name, free and clear of any claim by Respondent.

19. That Respondent shall be awarded the savings accounts and checking accounts in her name, free and clear of any claim by Petitioner.

20. **Retirement Accounts, Pension Funds, and Individual Retirement Accounts.** That during the course of the marriage, Petitioner and Respondent have acquired certain retirement accounts, pension funds, or individual retirement accounts.

21. That Petitioner has the following accounts:

a. America First IRA

b. Principal Bank IRA

c. Empower IRA

22. That Respondent has the following account:

a. URS

23. Both parties are entitled to one-half of the value of all the retirement accounts. To determine said value, within seven (7) days of the entry of the Divorce Decree, the parties, through counsel, will exchange account statements verifying the value of said accounts as close to the Divorce Decree date as possible. The parties will then determine the total value of all accounts and the one-half value of all accounts.

24. Once the one-half value is determined, the parties will hire Rori Hendrix to perform one QDRO to transfer funds from one of Petitioner's accounts to Respondent to equalize the value of the retirement accounts. Both parties will be responsible for one-half of Rori Hendrix's costs.

25. Neither party shall withdraw or encumber their retirement accounts from now until the division takes place.

26. **Debts and Obligations.** The parties owe debt on their HVAC repair. Said amount shall be paid with the sale proceeds of the home. The title company will issue a check directly to the provider.

27. The parties owe approximately $25,000 to the IRS which resulted from an early withdrawal Petitioner made from his retirement account. The IRS debt shall be paid will be paid with the sale proceeds of the home. The title company will issue a check directly to the IRS.

28. That Petitioner shall be responsible for all other debts and obligations in his name and will hold Respondent harmless from any liability thereon.

29. That Respondent be responsible for all other debts and obligations in her name and will hold Petitioner harmless from any liability thereon.

30. That the parties shall indemnify and hold each other harmless on all debts and obligations the party is ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. §523(a)(15).

31. That if either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not made in a timely manner, the secured asset shall be placed for sale in order to protect the joint debtors. A party who makes payments on a delinquent debt, which the other party is ordered to pay, may seek reimbursement of the payment of that debt in addition to interest and attorney fees from the other party who failed to timely pay the debt.

32. That the allocation of joint debts is an integral part of the financial settlement and support payments in this proceeding and is considered in the nature of support to the other party. As a result, the parties shall not discharge the debts in bankruptcy if it causes the non-bankrupt party to be liable for the debt. The parties understand that this provision may not be binding on the bankruptcy court.

33. That each party make their best efforts to remove each other from any joint debts, obligations, loans, etc., by refinancing the debt, obligation, loan, etc., into their sole name.

34. **Amendment to Protective Orders**: The parties will work together to amend both the civil and criminal Protective Order to allow the parties to communicate with the realtor about the logistics surrounding the listing and selling of the marital home.

35. **Attorney Fees and Court Costs.** That that the parties will pay their own attorney fees and costs.

36. **Name Change.** That Respondent may restore her maiden name, if she so chooses.

37. **Default**. That in the event either party fails to comply with any of the terms and conditions set forth in the Decree of Divorce, it is fair and reasonable that the party in default shall be liable to the other party for all reasonable expenses, including attorney fees, incurred in enforcing the terms and conditions of the Decree of Divorce.

38. **Cooperation.** That it is fair and reasonable that Petitioner and Respondent cooperate with the other, through counsel or otherwise, to effect changes 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.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:
/s/ Mitchell Olsen
Mitchell Olsen
Attorney for Sherrie Burt

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

SHERRIE BURT: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by James Burt's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of October, 2026, I personally served a true and correct copy of the foregoing **FINDINGS OF FACT AND CONCLUSIONS OF LAW** via Electronic Mail, postage prepaid to:

Mitchell Olsen
Attorney for Sherrie Burt

/s/ Tuesday Collins
Tuesday Collins
Paralegal