HEATHER MORTENSON
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IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH
8080 South Redwood Road, Suite 1701
West Jordan, Utah 84088

In the matter of the marriage of **HEATHER MORTENSON,** *Petitioner,* and **DAREN GAIL MORTENSON,** *Respondent.*	**DECREE OF DIVORCE** Case No.: 264905161 Judge: Richard Pehrson Commissioner: Kim Luhn

The judge's signature at the top of the first page of this document serves as the Court's signature to this Decree.

This matter came before the Court upon the Petition for Divorce of Petitioner, Heather Mortenson, and the Divorce Stipulation and Findings of Fact and Conclusions of Law of the parties. The Court, being fully advised in the premises and having reviewed all pleadings on file, HEREBY ORDERS, ADJUDGES, AND DECREES as follows:

1. Residency and Jurisdiction

Petitioner Heather Mortenson has been an actual and bona fide resident of Salt Lake County, State of Utah, for at least ninety (90) days prior to the filing of this action. This Court has jurisdiction over this matter pursuant to Utah Code Ann. § 81-4-402(1)(a).

This Court has personal jurisdiction over both parties and subject matter jurisdiction over this divorce action.

The parties separated on June 2, 2026.

The Court finds that irreconcilable differences have arisen between the parties that have caused the irremediable breakdown of the marriage. There is no reasonable likelihood that the marriage can be preserved. Grounds for divorce exist under Utah Code § 81-4-405(1)(h).

2. Dissolution of Marriage

The bonds of matrimony heretofore existing between Petitioner Mortenson and Respondent Mortenson, who were married on March 17, 1995 in San Diego, California, are hereby DISSOLVED, and each party is restored to the status of a single person, free to remarry, effective upon the entry of this Decree.

3. Minor Children

There are no minor children born of or adopted during this marriage. No custody, parent-time, or child support orders are entered.

4. Spousal Support (Alimony)

Neither party is awarded alimony or spousal support. The parties have knowingly and voluntarily waived their claims to alimony from each other, now and in the future.

5. Real Property

The marital residence commonly known as 1332 W. Cancun Way, Riverton, Utah 84065 shall be awarded to Respondent Daren Mortenson as his sole and separate property, together with the entire net equity of $353,142.00, free and clear of any claim by Petitioner Heather Mortenson.

Respondent Daren Mortenson shall NOT be required to refinance the mortgage encumbering the property, the parties having agreed that the existing below-market interest rate is a marital asset worth preserving.

Petitioner Heather Mortenson shall execute a quitclaim deed transferring her interest in the property to Respondent Daren Mortenson within thirty (30) days of entry of the Decree.

Respondent Daren Mortenson shall timely pay the mortgage, real property taxes, insurance, and all upkeep, and shall indemnify and hold Petitioner Heather Mortenson harmless from any liability arising from the mortgage or the property.

The parties acknowledge that Petitioner Heather Mortenson's name may remain on the mortgage note notwithstanding the quitclaim deed, and that any late payment or default by Respondent Daren Mortenson may adversely affect Petitioner Heather Mortenson's credit. If Respondent Daren Mortenson elects at any time to refinance or sell the property, he shall promptly cause Petitioner Heather Mortenson's name to be removed from the mortgage obligation.

The parties have valued the property at $800,000.00 based upon their own good-faith estimate. Either party may, within thirty (30) days of the date of this agreement, obtain a Comparative Market Analysis from a licensed real estate professional; if that analysis materially differs from $800,000.00, the parties shall confer in good faith and, if necessary, return to mediation to adjust the equalization.

The non-awarded party shall execute any and all documents necessary to convey their interest in the property, including a Quitclaim Deed, within 14 days of written request. Failure to execute shall authorize the Clerk of Court to execute such documents on behalf of the non-complying party.

6. Personal Property and Financial Assets

The following marital personal property and financial assets are hereby divided and awarded as set forth below. Except where divided below, each award is as sole and separate property, free and clear of any claim by the other party:

Asset	Value	Awarded To
2024 Ford Raptor	$12,960.00	Respondent Mortenson
2023 Tesla Model Y	$3,056.00	Petitioner Mortenson
1998 Toyota Land Cruiser	$6,000.00	Respondent Mortenson
2003 Big Dog Husky	$3,500.00	Respondent Mortenson
2010 Husaberg FE570	$3,000.00	Respondent Mortenson
Mountain America CU — Heather checking ****4063	$531.00	Petitioner Mortenson
Mountain America CU — Heather savings ****4063	$16,072.00	Petitioner Mortenson
Mountain America CU — joint checking ****1809	$12,107.00	Petitioner Mortenson
Mountain America CU — joint savings ****1809	$12,719.00	Petitioner Mortenson
Firefighters CU — Daren savings ****7748	$8,410.00	Respondent Mortenson
TIAA 403(b) ****9405	$32,737.00	Petitioner Mortenson
IRA Money Market ****1180	$5,842.00	Petitioner Mortenson
URS 401k Daren ****0938	$159,970.00	Petitioner Mortenson
Daren URS 457 ****0938	$68,974.00	Petitioner Mortenson
Principal 401k Daren ****4029	$77,062.00	Petitioner Mortenson
MACU IRA Daren	$1.00	Respondent Mortenson
URS defined-benefit pension	$275,000.00	Respondent Mortenson
Cash	$10,000.00	Petitioner Mortenson
Lawn equipment	$10,000.00	Respondent Mortenson

Except where this Decree specifies a different deadline, each party is ORDERED to execute all transfer documents (account beneficiary changes, title transfers, QDRO orders, etc.) within 30 days of entry of this Decree.

The Court acknowledges that each party who owns a life insurance policy or annuity contract has reviewed and, where appropriate, updated the list of beneficiaries; has affirmed that those listed are the intended beneficiaries after this divorce becomes final; and understands that if no changes are made, the beneficiaries currently listed will receive any funds paid under the policy or contract (Utah Code § 81-4-406(3)(d)).

7. Debts and Liabilities

Each party shall be solely responsible for any debts incurred in their own name after the date of separation.

Each party is ORDERED, within 30 days of entry of this Decree, to notify every creditor holding a joint debt of the division of debts set forth above and to provide that creditor with the separate, current mailing address of each party, in accordance with Utah Code § 15-4-6.5 and § 81-4-406(3)(b).

9. Additional Ordered Provisions

9.1 Property Settlement Payment. In full and final settlement of Petitioner Heather Mortenson's marital interest in Respondent Daren Mortenson's Utah Retirement Systems (URS) defined-benefit pension, and in full settlement of all claims for reimbursement of post-separation expenses described below, Respondent Daren Mortenson shall pay to Petitioner Heather Mortenson the sum of Two Thousand Dollars ($2,000.00) per month for sixty (60) consecutive months, for a total of One Hundred Twenty Thousand Dollars ($120,000.00). The first payment shall be due on the first day of the first month following entry of the Decree of Divorce, and each subsequent payment shall be due on the first day of each month thereafter until paid in full.

Character of the Property Settlement Payment. The payments described in the preceding paragraph constitute a division of marital property under Utah Code Section 81-4-501 and are NOT alimony or spousal support. The parties expressly agree, and the Court expressly finds, that these payments: (a) are not modifiable by either party for any reason; (b) do not terminate, abate, or reduce upon the remarriage or cohabitation of Petitioner Heather Mortenson, upon either party's change in income or employment, or upon the retirement of Respondent Daren Mortenson; (c) terminate only upon payment in full; and (d) survive the death of either party and shall be binding upon and enforceable against the estate of Respondent Daren Mortenson. The obligation is a property settlement obligation and is intended to be non-dischargeable in bankruptcy under 11 U.S.C. Section 523(a)(15).

Post-Separation Expenses. The parties acknowledge that between the date of separation and the entry of the Decree each party advanced funds for shared obligations, including but not limited to veterinary and dental care for the family dog (approximately $3,500.00), tuition for an adult child (approximately $5,100.00), a garage door replacement at the marital residence (approximately $3,300.00), football season tickets, health

and automobile insurance for the parties' adult children, and cellular telephone service for the parties' adult children. All claims between the parties for contribution to, or reimbursement of, any such post-separation expense are fully and finally resolved by the Property Settlement Payment set forth above, and neither party shall have any further claim against the other on account of any expense incurred on or before the entry of the Decree. From and after entry of the Decree, each party shall be solely responsible for the expenses that party incurs.

Lawn Care Business. The parties jointly performed lawn maintenance services for approximately nine (9) properties during the marriage. Petitioner Heather Mortenson shall retain all receipts and profits of that activity from June 2026 forward as her sole and separate property, and Respondent Daren Mortenson shall retain the lawn equipment awarded to him above as his sole and separate property. Neither party shall have any claim against the other arising from the lawn care activity.

Marital Debts. The parties represent that, apart from the mortgage encumbering the marital residence and the vehicle loans identified above, they have no joint or marital debts. Each party shall be solely responsible for, and shall indemnify and hold the other harmless from, any debt incurred in that party's own name before or after the date of separation.

9.2 Tax Filing for the Year of the Decree. For the calendar year in which the Decree of Divorce is entered, the parties shall file their federal and state income-tax returns in the manner most economically advantageous to both — typically married-filing-jointly if the Decree is entered after December 31, or married-filing-separately or single (as eligible) if entered on or before December 31. The parties shall cooperate in good faith to exchange all documentation needed to file timely and accurate returns, and shall share any joint refund or liability in proportion to each party's share of the combined adjusted gross income for the tax year.

10. Name Restoration

No name restoration is ordered in this matter.

11. General Orders

The Divorce Stipulation entered into by the parties is hereby incorporated into and merged with this Decree of Divorce and is enforceable as a court order. The Court retains jurisdiction to enforce the terms of this Decree through contempt and other appropriate proceedings.

Both parties are ORDERED to cooperate in the execution of any and all documents necessary to effectuate the terms of this Decree, including deeds, titles, account transfers, and QDRO orders.

Each party shall be responsible for their own attorney's fees and costs unless otherwise specified herein.

IT IS SO ORDERED.

Dated: November 6, 2026

District Court Judge

Salt Lake County District Court, State of Utah

APPROVED AS TO FORM AND CONTENT:

10/28/2026

Date

Heather Mortenson

Heather Mortenson

10/07/2026

Date

Daren Mortenson

Daren Mortenson