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*Attorney - Mediator  
Filing on behalf of both parties as a Third-Party Neutral,  
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct*

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**IN THE FOURTH JUDICIAL DISTRICT COURT, PROVO DEPARTMENT  
IN AND FOR UTAH COUNTY, STATE OF UTAH**

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| In the matter of the marriage of<br><br>SAMANTHA BEECROFT,<br><br>Petitioner,<br><br>and<br><br>MICHAEL BEECROFT,<br><br>Respondent. | <b>DECREE OF DIVORCE</b><br><br>Case No. 264400722<br>Judge: Shawn R. Howell<br>Commissioner: Marian Ito |
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The Petitioner, SAMANTHA BEECROFT, and the Respondent, MICHAEL BEECROFT, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

**IT IS HEREBY ORDERED:**

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

### **PERSONAL PROPERTY**

1. Prior to the marriage, the parties each had individually acquired certain separate property. Each party shall be awarded any property identified as premarital or separate property, including all gifts and inheritance.
2. During the course of the marriage, the parties acquired certain items of personal property.
3. Petitioner shall be awarded the cat, Giuseppe.
4. All other personal property shall be divided among the parties in a fair and equitable fashion as agreed upon by the parties.
5. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded solely to the party from whose family it came.

### **VEHICLES**

| <b>Vehicle</b>       | <b>Awarded to<br/>Petitioner</b> | <b>Awarded to<br/>Respondent</b> | <b>Other</b>   |
|----------------------|----------------------------------|----------------------------------|--|
| 2021 Subaru Forester |                                  | X                                | Respondent shall be responsible for the insurance and loan against this vehicle. |
| 2017 Chevrolet Bolt  | X                                |                                  | Petitioner shall be responsible for the insurance and loan against this vehicle. |

6. The parties shall take all necessary steps to transfer the vehicles into their own names within 30 days of the date of entry of the Decree of Divorce.

**REAL PROPERTY**

7. During the course of the marriage, the parties acquired certain parcels of real property.

8. The home located at 128 N Foxmoor Way, Saratoga Springs, Utah 84045 shall be listed for sale and sold within eighteen (18) months of the date of entry of the Decree of Divorce.

9. Upon sale of the home, the net equity shall be divided equally (50/50) between the parties. "Net equity" shall be defined as the gross sale price minus the outstanding mortgage balance, HELOC balance, realtor commissions, closing costs, and any other customary costs associated with the sale of the property.

10. Until the home is sold, both parties shall reside in the home and be equally responsible for all home related costs including but not limited to monthly mortgage, utilities, HELOC payments, taxes, insurance, and necessary maintenance or repairs.

11. In the event of any disagreement regarding the listing price, repairs, marketing strategy, or other matters related to the sale, the parties shall defer to the reasonable recommendations of the realtor.

**BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES,**  
**INVESTMENT, RETIREMENT/PENSION ACCOUNTS AND OR/BUSINESS**  
**INTERESTS**

12. The parties have acquired and continue to acquire bank, profit sharing, stock options, bonuses, investment, retirement and/or pension accounts and business interests during the course of the parties' marriage.

13. All of these accounts or assets shall be divided as follows as of the date of entry of the Decree of Divorce unless specified otherwise:

| <b>Account Description</b>                                  | <b>Petitioner<br/>will Receive</b> | <b>Respondent<br/>will Receive</b> | <b>Other</b>  |
|---|------------------------------------|------------------------------------|---|
| Chase joint savings account ending 2586                     | 50%                                | 50%                                |   |
| Chase joint checking account ending 8357                    | 50%                                | 50%                                | This account shall be maintained until the marital home is sold. Upon sale, funds in this account shall be divided equally between the parties. |
| All other bank accounts in Petitioner's name                | 100%                               |                                    |   |
| All other bank accounts in Respondent's name                |                                    | 100%                               |   |
| All retirement and investment accounts in Petitioner's name | 100%                               |                                    |   |
| All retirement and investment accounts in Respondent's name |                                    | 100%                               |   |

**DEBTS AND OBLIGATIONS**

14. During the course of the marriage the parties incurred certain marital debt; this debt shall be divided as set forth below.

| <b>Debt Description</b>           | <b>Petitioner's Responsibility</b> | <b>Respondent's Responsibility</b> | <b>Other</b>  |
|-----------------------------------|------------------------------------|------------------------------------|---|
| HELOC                             | 50%                                | 50%                                | Parties shall be equally responsible for the minimum monthly payment until this loan is paid in full. |
| 2021 Subaru Forester auto loan    |                                    | 100%                               |   |
| 2017 Chevrolet Bolt               | 100%                               |                                    |   |
| Credit cards in Petitioner's name | 100%                               |                                    |   |
| Credit cards in Respondent's name |                                    | 100%                               |   |
| Respondent's student loans        |                                    | 100%                               |   |

15. Pursuant to §81-4-204(1)(e), Utah Code Annotated, the parties shall notify respective creditors or obligors, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

#### **LIFE INSURANCE**

16. Pursuant to UCA §81-4-406 (3)(d), to the extent either party owns a life insurance policy or annuity contract, such party has reviewed and, where appropriate, updated the list of beneficiaries associated with said policy or contract. Each party affirms that the individuals currently designated as beneficiaries are, in fact, the intended beneficiaries following the entry of the Decree of Divorce. Each party further acknowledges and understands that if no changes are made to the beneficiary designations, the individuals

currently listed shall remain the beneficiaries and shall receive any funds disbursed by the insurance company or annuity provider pursuant to the terms of the respective policy or contract.

#### **ALIMONY**

17. Both parties waive any claim to spousal support from the other, now or forever.

#### **TAX RETURN**

18. The parties shall file taxes for the 2025 tax year as each deem appropriate. If parties file joint 2025 taxes, any refund or liability shall be divided equally between the parties.

#### **ATTORNEY'S FEES**

19. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter.

#### **MISCELLANEOUS**

20. Both parties shall be mutually restraining from bothering, harassing, annoying, threatening, disparaging, or harming the other party at the other party's place of residence, employment or any other place.

21. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

22. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in

this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party separately or by the parties jointly.

23. This Decree of Divorce is the result of the Stipulated Settlement Agreement reached between the parties. The final documents were prepared as a service to both parties and shall not be interpreted against either as the “drafting party.”

24. Each party should execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

25. Upon the filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.

26. Petitioner may be restored to her maiden name of Hirschkind if she so desires.

**\*\*\*ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE  
COURT’S SEAL AT THE TOP OF THE FIRST PAGE\*\*\***

APPROVED AS TO FORM this 5th day of April 2026.

*E-signed by Wade Taylor  
with permission of Samantha Beecroft*

*/s/ Samantha Beecroft*

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SAMANTHA BEECROFT  
*Petitioner*

APPROVED AS TO FORM this 5th day of April 2026.

*E-signed by Wade Taylor  
with permission of Michael Beecroft*

*/s/ Michael Beecroft*

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MICHAEL BEECROFT  
*Respondent*

**CERTIFICATE OF SERVICE & RULE 7 NOTICE**

I hereby certify that on the 5th day of April 2026, I caused a true and correct copy of the foregoing *Proposed Decree of Divorce* to be served on the following by the method indicated below. Further, the Proposed Decree shall be submitted in accordance with Rule 7 of the *Utah Rules of Civil Procedure*.

VIA E-MAIL:

SAMANTHA BEECROFT  
*Petitioner*  
Email: shirschkind@gmail.com



MICHAEL BEECROFT  
*Respondent*  
Email: snjmech2@gmail.com

LAW OFFICES OF WADE TAYLOR  
*/s/ Wade Taylor*

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WADE TAYLOR  
*Attorney*