



Jarred A. Henline (#12550)  
**HENLINE LAW**  
770 E. Main St., #348  
Lehi, Utah 84043  
Telephone: (801) 200-3553  
jarred@henlinelaw.com  
*Attorney for Petitioner*

IN THE FOURTH DISTRICT COURT, UTAH COUNTY  
STATE OF UTAH

137 Freedom Blvd, Provo, Utah 84604

|  |   |
|--|---|
| In the Matter of the Marriage of:<br><br>MARSHALL STEWART SMITH,<br><br>Petitioner,<br><br>and<br><br>ELIZABETH ROSE SMITH,<br><br>Respondent. | <b>DECREE OF DIVORCE</b><br><br>Case No. 254403373<br><br>Judge Kraig Powell<br>Commissioner Marla Snow |
|--|---|

Based upon the Petition for Divorce, the Stipulation and all other necessary documents on file in this matter, having heretofore entered its Findings of Fact and Conclusions of Law, and the Court being fully advised in the premises, it is hereby:

**ORDERED, ADJUDGED AND DECREED**

**Jurisdiction**

1. Petitioner is a resident of Utah County, State of Utah, and has been for at least three (3) months prior to the commencement of this action.
2. The parties were married on the 15th day of September 2007, in Logan, Utah and have since remained husband and wife.

3. The parties have separated on the 4th of February 2025.

### **Grounds for Divorce**

4. During the course of the marriage, irreconcilable differences have arisen, making a continuance of the marriage impossible.

### **Child Custody, the Parenting Plan and Child Support**

1. The parties have three minor children, namely RCS, SJS, and MGS (the “children”).
5. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. § 78B-13-101 *et seq.* in that Utah is the home state of the children at the time of commencement of this proceeding.

### Custody and Parent Time

1. **Physical Custody.** The parties will share joint physical custody and exercise parent time on a 50-50 basis. Unless they mutually agree otherwise, they will follow a week-on, week-off schedule, with exchanges occurring Sunday evenings at 4:00 p.m.
2. **Transportation.** The parent who is ending their parent time will drop off at the home of the receiving parent.
3. **Telephone and Virtual Contact with Children.** Each parent should permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any reasonable time.

4.           **Summer Time.** Each party may claim two weeks of uninterrupted parent time each summer. On odd years, Elizabeth will elect first. On even years, Marshall will elect first. The party who elects first should provide notice by April 1st. The party who elects second should provide notice by April 15th. The two week blocks cannot conflict with the other party's holiday time, including July 4th and Pioneer Day.
5.           **Holidays.** The holidays shall be divided as the parties agree. If the parties cannot agree, the schedule will be according to Utah Code §81-9-302. Elizabeth shall be designated the "custodial parent" for purposes of the holiday rotation.
6.           **Special Events.** Special consideration shall be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.
7.           **Relocation.** The parties agree that so long as they are living within a 15 mile radius of one another, they should continue to exercise parent time on a 50-50 basis. If either party wishes to move more than 15 miles away from the other, they should follow the notice requirements of Utah Code § 81-9-209. If the parties cannot agree on a new parent time schedule, they should return to mediation before bringing the matter before the Court.
8.           **School Enrollment.** The children should remain in their current schools and subsequent schools in their district pipeline unless a) the parties mutually agree to a change, or b)

both parties move outside of the district boundaries. In the latter case, the parties should follow the decision making process described in Paragraph 14.

9. **Legal Custody.** The parties shall have joint legal custody.

Custody and Parent Time

10. **Access to Records.** Both parties shall both have access to medical records, school records, court records, and any other information or records concerning their children.

11. **Day to Day Decisions.** Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care. Neither party should attempt to control the day-to-day decisions of the other party.

12. **Major Decisions.** The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. If the parties cannot agree on a major decision, they will consult with a professional in the field and seek their recommendation. If the parties still cannot agree, they will attempt mediation. If mediation is not successful, either side may petition the courts to render a decision.

13. **Notification of Children's Events.** Both parents should have access to information and should not require the other parent to notify them of information that they may obtain through their own reasonable efforts. For information the other party does not have access to, the parties shall take affirmative steps to share school, school programs, extracurricular activities, sporting events, and activity information concerning their children with each other on a frequent basis.

14. **Travel.** When the children travel with either parent overnight, all of the following will be

provided to the other parent at least 24 hours prior to departure:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling parent can be reached; and, the name and telephone number of an available third person who would be knowledgeable of the children's location.

15. **Communication.** The parties will discuss all parenting concerns directly and will not use their children to deliver messages. The parties will be civil with one another.

16. **Mutual Restraining.** The parties shall not make disparaging remarks to one another or to their children about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.

17. **Third Party Responsibility.** Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

#### Custody and Parent Time

18. **Child Support.** Child Support shall be calculated as according to Utah Code §81-6-107.

The Mother's gross monthly imputed income is \$2,773. The Father's gross monthly income is

\$8,500. The Mother has 183 overnights and the Father has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Therefore, per the Worksheet, Father's child support obligation should be \$544 per month.

**19. Payments and Arrears.** Payments shall begin the month following the entry of the Decree of Divorce. Payments shall be due in equal halves on the 1st and 15th of each month.

**20. Activity Costs.** Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior written consent from the other parent shall be solely responsible for that expense.

**21. School Fees.** Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other

party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

**22. Medical/Dental Expenses.** The parties shall provide health care coverage for the minor children pursuant to Utah Code §81-6-208. Marshall currently provides said insurance. For as long as he has his current job and benefit package, Marshall will continue to cover the children and be solely responsible for their monthly insurance premium and the parties will equally share any out of pocket costs. If his job or benefit package changes, then the party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with Utah Code. §81-6-208, and the parties will share monthly premiums and out of pocket costs as described below.

- a. Each parent shall share equally the out-of-pocket costs actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.
- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.
- c. The parent who incurs medical and dental expenses shall provide written



verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance of both parents, then each parent will cover the cost of their own plan.

e. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

23. **Division of Accounts.** According to Utah Code §15-4-6.7 each party may elect for dental, medical and school expenses to be created in separate accounts for each parent so that the parents are not jointly obligated.

24. **Dependency Exemption/Tax Credit.** The parties will share the dependency exemption/tax credit for the minor children as follows:

a. While there are three qualifying children, Mother will claim the oldest child and Father will claim the second oldest child. Father will claim the youngest for even tax

years and Mother will claim them youngest for odd tax years.

b. While there are two qualifying children, Mother will claim the older child and Father will claim the younger child.

c. While there is one qualifying child, Father will claim them for even tax years and Mother will claim for odd tax years.

d. The parties may meet with a Certified Public Accountant or other tax professional to determine if there are more advantageous options for dividing child tax credits, and may consider buyout options in which one parent is compensated for the benefit they would have received had they claimed the child(ren) as described above. Any agreement to deviate from the above should be in writing.

25. **Life Insurance.** For as long as Marshall is obligated to pay child support or the home mortgage described below, he should maintain a life insurance policy on himself of not less than \$250,000. The parties' children should be named as the beneficiaries of this policy, with Elizabeth as the executor.

26. **Alimony.** In lieu of alimony, Marshall will pay the mortgage on the parties' shared property while Elizabeth is living there, as described below.

### Property and Assets

27. **Marital Home.** The parties own a home at 7494 N Cottage Ln, Eagle Mountain, UT, 84005 that is considered marital property. The parties agree that Elizabeth should be awarded

possession of the home and may live there until the youngest child reaches 18 years of age or graduates high school, whichever occurs later. Thereafter, the parties will sell the home using an agreed upon realtor and equally split the proceeds after paying off the remaining mortgage balance, realtor fees, and closing costs. During this period, Marshall will remain on the loan and title and will make all mortgage payments. Elizabeth will be responsible for all gas, electric, and utility payments.

28. If either party suffers a catastrophic event or some other unexpected, uncontrollable, and life-changing event, then either party may call for the sale of the home. In this event, the home should be sold using an agreed upon realtor. When the home is sold, the parties should equally split the proceeds after paying off the remaining mortgage balance, realtor fees, and closing costs, as described above. However, in the event that the remaining equity is less than \$250,000, Elizabeth should be awarded the first \$125,000, and Marshall should be awarded the remainder. For example, if the remaining equity from the home sale is \$200,000 after paying off the mortgage balance, realtor fees, and closing costs, then Elizabeth should be awarded \$125,000 and Marshall should be awarded the remaining \$75,000.

29. Should the provision immediately above be invoked by either party, either party may also request change in alimony in conjunction with the invocation.

30. In the event that Elizabeth cohabitates or remarries before the youngest child reaches 18 years of age or graduates high school, the parties agree that Marshall's obligation to pay the mortgage should automatically end. In this case, the parties may either sell the home and split the

equity as described above, or else Elizabeth may stay in the home if she takes over the mortgage payment. If she stays in the home and takes over the mortgage payment, then the parties should still equally split the equity in the home once it is eventually sold, as described in Paragraph 29.

**31. Vehicles.** Marshall drives a Kia EV6 which he is leasing. He should be solely responsible for that lease moving forward. Elizabeth drives a Ford Maverick with a negative equity of approximately -\$3,000. The parties agree to trade in the Maverick for a more affordable vehicle. The new vehicle and corresponding loan should be in Elizabeth's name, only (unless Elizabeth has a third-party co-signer on the loan). If any cash payment is required as part of the trade in process - either closing costs or a required payoff of the Maverick - then the parties should equally share that cost.

**32. Retirement Accounts.** Marshall has three 401(k)s with approximate balances of \$75,000, \$15,000, and \$15,000. Marshall will contract with an attorney to prepare a Qualified Domestic Relations Order and transfer \$52,500 of the first account into a new 401(k) account for Elizabeth. Marshall will keep the remaining balance in that account, and the full balance of the other two accounts. If Marshall wishes to transfer more than \$52,500 to Elizabeth, due to favorable market conditions or other factors, he may do so at his discretion.

**33. Cash & Savings Accounts.** The parties accounts should be divided as follows:

- a. USAA Checking Account ending in 5774, approximate balance of \$100
  - i. Awarded to Marshall
- b. Stash account with approximate balance of \$2,000

- i. Awarded to Marshall
- c. Robinhood account with approximate balance of \$10,000
  - i. Awarded to Marshall
- d. Wells Fargo checking account ending in 0449, approximately balance of \$15,000
  - i. \$5,000 awarded to Elizabeth
  - ii. Account and remaining balance awarded to Marshall
- e. SoFi savings account ending in 6119, approximate balance of \$6,000
  - i. Awarded to Elizabeth
- f. Wells Fargo checking account ending in 7545, approximate balance of \$700
  - i. Awarded to Elizabeth
- g. Acorns account with approximate balance of \$8,000
  - i. Awarded to Elizabeth

34. **Debts.** With the exception of the mortgage loan and vehicle loan described above, the parties have no shared marital debts. Any other debts should remain the property of the person whose name it is in. Both parties should hold the other harmless from any penalties associated with such debts.

35. **Personal Property.** All other personal property will be divided as the parties agree.

36. **Deeds and Titles.** Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary to implement the Decree of Divorce.

Other

37. **Maiden Name.** Elizabeth will have the option of restoring her maiden name to Elizabeth Morgan Rose, should she so desire

38. **Dispute Resolution.** If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

39. **Independent Advice of Counsel.** The parties respectively acknowledge that the mediator specifically encouraged the parties to get independent legal advice by counsel of their own selection to be fully informed as to their legal rights and obligations. The parties acknowledge that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.

40. **Divorce Education.** The parties will take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is signed, if they have not done so already.

41. **Drafting.** Both parties contributed to the drafting of this Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

42. **Full Disclosure.** 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.

43. **Attorney's Fees and Costs.** Each party should be ordered to assume his or her own legal fees incurred in this action.

**\*\*Executed and Entered by the Court as indicated by the  
Date and Seal at the top of the first page\*\***

Approved as to form and content:

---

Elizabeth Rose Smith  
Respondent