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**DISTRICT COURT OF THE STATE OF UTAH  
FOURTH JUDICIAL DISTRICT  
UTAH COUNTY**

In the matter of the marriage of:		
<b>DAVID R. PRIEST,</b>	Petitioner,	<b>DECREE OF DIVORCE</b>
and		Civil No.: <b>264400461</b>
SUSAN PRIEST,	Respondent.	Commissioner: Ito
		Judge: Graf

The above-entitled matter has been presented to the Court. Petitioner is represented by attorney John S. Larsen. Respondent is represented by Kristy Hanson. Upon the Stipulation and Findings of Fact and Conclusions of Law, the court therefore enters this Decree of Divorce. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby:

ORDERED, ADJUDGED AND DECREED:

1. Residency. Susan is a bona fide resident of Utah County, State of Utah, and has been for three months immediately prior to the filing of this action.
2. Marriage Statistics. The parties were married on February 3, 1990, in Spanish Fork, Utah and are presently married.

3. Grounds. Since the marriage of the parties, there have arisen irreconcilable differences between the parties, making it impossible to continue thar marital relationship.

4. Children. There are no minor children, and none are expected.

5. Real Property. During the course of the marriage, the parties acquired property as follows:

a. 532 N 400 E Mapleton, Utah.

i. Susan shall be awarded this property and the parties shall divide the equity as follows:

1. Susan shall have ninety (90) days from the date of the entry of the Decree of Divorce to provide David \$300,000 for his portion of equity in the marital home.

2. If Susan is unable to pay David his portion of equity in the home within ninety (90) days, the parties shall immediately list the home for sale with a mutually agreed upon realtor and each pay half of the costs associated with the sale. Once sold, David shall be provided with \$300,000 from the proceeds of the sale of the home. The remaining proceeds shall be awarded to Susan.

3. David shall cooperate to sign any necessary documents to quitclaim the home to Susan. David shall vacate the marital home within 48 hours of signing the Stipulation.

6. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item and

refinancing the debt within six months of the entry of the Decree, if applicable. The division shall be as follows:

<b><i>Item Description:</i></b>	<b><i>Awarded to:</i></b>
2022 Ford F-250	David
2018 Regency pontoon boat and trailer	David
2023 Hyundai Palisade	Susan
2018 Can-Am Defender side-by-side	David
2011 Ford Edge	Susan
Utility Trailer	David
Belongings in big garage (Traeger, snow blower, safes and their contents, office items, foosball table)	David
Belongings in David's office	David
Food Storage	David
Firearms and ammunition	David
Two TVs (downstairs bedroom TV and Xbox TV) and two dressers (matching RC Willey dressers)	David
David's personal belongings	David
Susan's personal belongings	Susan
All remaining items in the marital home	Susan

a. Each party shall be awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated within this Stipulation.

b. Each party shall cooperate to sign any necessary documents to transfer the title into the name of the party to whom the vehicle is awarded within seven (7) days of the signing of the Stipulation.

c. Each party shall assume any and all debt associated with the items awarded to them herein and hold the other party harmless therefrom.

7. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

<b><i>Debt Description:</i></b>	<b><i>Obligation of:</i></b>
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Debt in Susan's name	Susan
Debt in David's name	David

**a.**     Accumulation of Debt. Neither party will incur any additional liability on joint credit cards.

i.       If a party is listed as an authorized user or co-signer on a debt in the other party's name, the parties shall cooperate to remove that authorization from the debt within seven (7) days of signing the Stipulation.

**b.**     Other Debts. The parties are aware of no other joint debts not otherwise addressed in the agreement and each shall pay any and all separate debts in their own names. Shall other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

**c.**     Delinquency in Payments. 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 paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

d. Creditors. Upon the entering of the Stipulation, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

e. Notification to Creditors. The parties may notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

8. Checking and Savings Accounts. The checking and savings accounts shall be divided as follows:

<i><b>Account:</b></i>	<i><b>Awarded to:</b></i>
Bank Accounts in Susan's Name	Susan
Bank Accounts in David's Name	David

a. The parties shall sign any documents necessary to remove their name from accounts awarded to the other party within fourteen (14) days of the signing of the Stipulation.

b. David waives any claim for reimbursement for money withdrawn from the DRP Enterprises financial accounts. David is awarded the joint UCCU account which had approximately \$130,000 at time of separation.

9. Retirement and Investment Accounts. During the marriage, the parties acquired retirement and investment accounts as follows:

<i><b>Account:</b></i>	<i><b>Awarded to:</b></i>
Elevate 401(k)	Susan

10. Life Insurance. During the marriage, the parties acquired the following life insurance policies:

<i><b>Policy:</b></i>
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Fidelity Life Insurance
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a. David shall list Susan as a beneficiary on his current life insurance policy for the remaining eight years until it expires. The current life insurance policy shall not be altered or its coverage reduced during this period. David shall provide proof of coverage and Susan listed as a beneficiary annually until the policy expires.

b. In the event David obtains a new life insurance policy after the current policy expires, he shall list Susan as a beneficiary for the duration of his remaining alimony obligation.

11. Business Interests. During the course of the marriage, the parties acquired business interests as follows:

a. DRP Enterprises LLC

i. David shall be awarded all business interests in DRP Enterprises.  
David assumes any and all debt associated with DRP Enterprises and shall hold Susan harmless therefrom.

12. Electronic Accounts. David shall provide Susan with all account information, including passwords to transfer ownership to her name including utility accounts within 48 hours of signing the Stipulation. David shall also relinquish control and use of Susan's Apple ID account within 48 hours of signing the Stipulation. David will contract his own individual phone plan within 48 hours of signing the Stipulation.

13. Alimony. Susan shall be awarded alimony for a period of ten (10) years in the amount of \$2,500 per month. The alimony is payable one-half on the 5<sup>th</sup> day of each month and one-half on the 20<sup>th</sup> day of each month. Alimony is payable via Venmo or direct deposit.
14. Health and Automobile Insurance. The parties shall maintain separate health, car, dental, and other insurance plans as of the date of the Stipulation.
15. Name. Susan shall have the option of restoring her name to Larsen if she so chooses.
16. Mutual Restraining Order.
- a. The parties shall be restrained from speaking derogatorily about the other.
  - b. The parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party.
  - c. Neither party will use the other's likeness, picture, name, identification, or credit to obtain credit, open an account for any service, or obtain any other service, or for any other purpose.
17. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Stipulation and are necessary to implement the Stipulation within thirty (30) days upon entry of the Stipulation unless another time is specified.
18. 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. If any accounts, investments, or properties have not been disclosed, the non-disclosing party shall waive their right to receive any benefit and the other party shall receive all of the undisclosed asset. The property referred to

in the Stipulation 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.

19. Drafting. Both parties have participated actively in the drafting and revising of the Stipulation. Both parties and their counsel have had an opportunity to read the Stipulation and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation session. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of the Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be drafted. 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.

20. Attorney's Fees and Costs. The parties shall each be responsible for their own court costs and attorney's fees.

\*THIS DOCUMENT WILL ENTER AS AN ORDER ONCE SIGNED AND DATED AT THE  
TOP OF THE FIRST PAGE.\*

Approved as to content and form

/s/ Kristy Hanson – signed with permission via email  
Kristy Hanson  
*Attorney for Respondent*