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Attorneys for Ivory W. Henstra

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY

STATE OF UTAH

137 North Freedom Blvd, Provo, UT 84601

In the matter of the marriage of:

IVORY W. HENSTRA,

Petitioner,
and

JOHN JOSEPH HENSTRA,

Respondent.

DECREE OF DIVORCE

Civil No. 254401753
Judge Christine Johnson
Commissioner Marian Ito

THIS MATTER comes before the above-referenced Court by way of Petitioner Ivory W. Henstra's Petition for Divorce and the parties' Stipulation. The Court, having previously entered Its Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner and Respondent are hereby dissolved. The Court hereby grants this Decree of Divorce on the grounds of irreconcilable differences, said Decree to become absolute and final upon the entry by the Court in the Register of Actions.

2. Residency. Petitioner has been a resident of Utah County for at least three months prior to the filing of this action.

3. Marriage Statistics. The parties were married on January 10, 1998, in Genola, Utah.

4. Grounds. The parties have experienced significant and irreconcilable differences.

Despite efforts to reconcile, those efforts have been unsuccessful..

5. No Children. The parties' children have all reached the age of majority. There are no minor children of the marriage, none are expected to be born to the parties, and no children have been adopted during the marriage. Accordingly, no child custody or support orders are necessary.

TAXES

6. Tax Returns. The parties shall file joint federal and state income tax returns for tax years 2024 and 2025. For tax year 2024, the parties anticipate either a refund of approximately \$20,000 or a potential tax liability of up to \$140,000, or more including penalties. John will have Squire provide the proposed 2024 tax filing to Ivory. Upon verification with their respective tax professionals, the parties shall equally divide any refunds received or any tax liability incurred.

a. For tax year 2025, the parties do not anticipate a refund or liability; however, any refund received or tax liability assessed shall be shared equally between the parties.

ALIMONY

7. Alimony. In light of the division of assets and liabilities set forth herein, and the parties' other agreements, neither party shall pay alimony to the other.

PROPERTY

8. Personal Property. During the course of the marriage relationship, the parties have acquired certain personal property. The parties are each awarded personal property as specified as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2017 Ford F150	Ivory
2022 Chevy Silverado	John
2012 Subaru Impreza	John will sell and proceeds will be divided equally
1997 Honda Civic	John
Kilimanjaro (2 hikes paid for)	Ivory
Apothecary furniture	Ivory
Sound bowls	Ivory
Trek bike (each party gets one)	Each gets one
Guns (all except for Ivory's Benelli in her possession)	John
piano	Ivory
1 rectangle kitchen table and chairs	Ivory
1 round kitchen table and chairs	John
Pool table	Ivory
Sleep Number bed	To be sold by Ivory & proceed will be equally divided
4-poster bed frame	To be sold by Ivory & proceed will be equally divided
Montana Tractor w/ Loader	John
New Holland Backhoe	To be sold by John & proceed will be equally divided
Case 730 Tractor	John
Caterpillar 279D Track Loader	To be sold by John & proceed will be equally divided
Honda Foreman Rubicon ATV	John
Kawasaki KX450F Dirt Bike	To be sold by John & proceed will be equally divided
Victory Vegas Motorcycle	John
Solar Trailer 1	John
Solar Trailer 2	John
Enclosed White Trailer	John
SpeeCo 20 Ton Log Splitter	John
Steel Glide Tool Chest	John
Mechanic Tool Collection	John
Nail Guns (Hitachi/Senco/MAX)	John
Makita Circular Saw	John
Bosch Rotary Hammer	John
Makita Grease Gun	John
Makita Grinder	John
Ryobi Bench Grinder	John
Ryobi Belt/Disc Sander	John
Portable Compressor	John
Large Shop Compressor	John
Master Heater	John

DeWalt Heater	John
Thermal Welder #1	John
Thermal Welder #2	John
Kobalt Compressor	John
Scrap metal	John
Clean copper tubing	John
Additional chiller motors	John
Taxidermy animals	Stays with person who harvested
Miscellaneous items in the on-property shed not including the moose	John
Any other tools not listed	John
Ivory's wedding ring	Ivory
Lion Peter Lik	To be divided as the parties agree
Horse Peter Lik	To be divided as the parties agree

a. Items to be sold and Proceeds Divided Equally: The party designated to sell a specific item above shall be responsible for listing and selling the item in a commercially reasonable manner. All such items shall be sold no later than December 31, 2026. The selling party shall provide the other party with documentation of the sale, including the bill of sale (with terms of sale and signature of buyer) and proof of the sale price, and shall remit one-half (1/2) of the net proceeds within five (5) days of receipt.

b. Remaining Personal Property. Any personal property not specifically divided herein shall be divided equally between the parties within thirty (30) days of entry of the Decree of Divorce through email or text. In the event the parties are unable to agree on the division of any such items, they shall create a written list of all disputed items and mediate with Connor Fackrell to finalize the division of the remaining personal property. The cost of the mediator shall be divided equally.

c. Removal of Personal Property. Each party may temporarily store their awarded personal property at the marital residence; however, all such items shall be removed no later than the earlier of (i) the 14 days prior to the closing on the home or (ii) a date agreed upon by the parties in writing. The parties shall cooperate in good faith to facilitate the orderly removal of personal property and shall ensure that the condition of the home is suitable for

listing and showing. At a mutually agreed upon time, John may retrieve his personal property from the residence with a mutually agreed party being present and Ivory not being present.

9. Property Settlement. In consideration of the agreements set forth herein, including but not limited to the division of real and personal property, alimony, and other marital assets, John shall pay to Ivory the sum of \$328,930. Said amount shall be paid from John's share of the net proceeds upon the sale of the first of the two (2) properties to sell.

a. Ivory's right to receive the full property settlement shall not be discharged through bankruptcy or be reduced, deferred, or waived except by a written agreement signed by both parties. The parties shall take all necessary steps to ensure that the payment is made directly to Ivory from the closing proceeds.

10. Real property. During the course of the marriage, the parties acquired the following real property, which shall be divided as follows:

a. **1Spanish Fork, Utah Home.** During the course of the marriage, the parties acquired a home and real property located at 2500 W 4000 S Spanish, Fork, UT. Said property shall be sold as soon as reasonably practicable.

i. **Possession.** Ivory shall have primary possession and exclusive use of the residence until the property is sold. John shall have access to the residence for the exclusive purpose of removing his possessions as indicated above. The parties shall cooperate in good faith to facilitate such access in a manner that avoids conflict and preserves the condition of the home for sale. John may access and use the surrounding lot for storage of personal property, including metal and scrap metal, but shall not enter the residence except as otherwise indicated.

ii. **Maintenance and Repairs.** Ivory shall be responsible for routine maintenance of the home. Any non-routine repairs shall be mutually agreed upon in writing by the parties, and the

cost of such agreed repairs shall be shared equally. Any solar or HVAC challenges that need to be repaired shall be repaired by John (with no reimbursement for his labor) on a mutually agreed upon day, and the cost of supplies shall be divided equally upon proof of receipts.

iii. Pre-Sale Cleaning. The parties shall equally share the cost of a professional cleaning of the home, including carpet cleaning, prior to sale if requested by the buyers.

iv. Listing of Home. The listing price and any subsequent adjustments shall be determined by mutual agreement of the parties. Likewise, the acceptance of any offer, the making of any counteroffer, and any other material decision regarding the sale shall be determined by mutual agreement of the parties. The parties may consider the realtor's professional recommendations, but no recommendation of the realtor shall be binding on either party. The parties shall promptly respond to the recommendations/communications from the realtor. In the event the parties are unable to agree on any material decision regarding the listing, pricing, or sale of the home, they shall first attempt in good faith to resolve the disagreement through informal discussion. If they are still unable to agree, the disputed matter shall be submitted to the court for resolution. The parties shall list the Marital Home for sale as follows with Jennifer Yeo, who is not personally known by either party, from Presidio Real Estate. The parties shall enter into a listing agreement with the selected realtor no later than May 1, 2026.

v. Distribution of Sale Proceeds. Upon sale of the marital home, the proceeds shall be applied and distributed as follows:

(1) First, to payment of all costs and expenses of sale, including realtor commissions, title fees, escrow fees, and other customary closing costs; The parties affirm there are not liens on the property. If there are, then the incurring party shall be responsible to satisfy the lien in full out of their share of the proceeds

(2) Second, the remaining net proceeds shall be divided equally between the parties,

(3) Third, if the Marital Home is the first of the two properties to be sold, John shall pay to Ivory the sum of \$328,930 from his share of the net proceeds at closing.

b. Cedar City Utah land. The parties own real property located at 170 W 1150 S, Cedar City, Utah. This property shall be listed for sale immediately with a mutually agreed upon relator.

John shall provide a list of three realtor names to Ivory, that are not known personally by either party, within 7 days of signing the agreement. Ivory shall choose from that list within 7 days of receipt of the list. The parties shall enter into a listing agreement with the realtor no later than May 1, 2026. The listing price and any subsequent adjustments shall be determined by mutual agreement of the parties. Likewise, the acceptance of any offer, the making of any counteroffer, and any other material decision regarding the sale shall be determined by mutual agreement of the parties. The parties may consider the realtor's professional recommendations, but no recommendation of the realtor shall be binding on either party. The parties shall promptly respond to the recommendations/communications from the realtor. In the event the parties are unable to agree on any material decision regarding the listing, pricing, or sale of the home, they shall first attempt in good faith to resolve the disagreement through informal discussion. If they are still unable to agree, the disputed matter shall be submitted to the court for resolution. Upon sale of the Cedar City Property, the net proceeds shall be divided equally between the parties. If the Cedar City Property is the first of the two properties to be sold, John shall pay to Ivory the sum of \$328,930 from his share of the net proceeds at closing.

c. 189 E. Center St., Spanish Fork, Utah. The parties hold legal title to the real property located at 189 E. Center St., Spanish Fork, Utah. However, the property is being purchased by the parties' adult child pursuant to an agreement between the parties and the child.

- i. The parties adult child shall continue to make the agreed-upon payments, with one-half (1/2) of each payment to be paid to each party until paid in full. The child shall make commercially reasonable efforts to refinance the property into the child's sole name as soon as the child is able, or, alternatively, upon full payment of the agreed purchase amount which shall be divided equally between the parties, the parties shall execute and deliver all documents necessary to transfer title to the child.
- ii. Upon a party being released from any obligation under the mortgage loan associated with the Center Street Property, that party shall no longer be entitled to receive payments from the child.
- iii. The parties shall cooperate in good faith and execute any documents reasonably necessary to effectuate the terms of this provision.

11. Global Discovery Vacation. Unless the parties agree otherwise, the parties shall divide the Global Discovery Vacation points. The Global Discovery Vacation property, including all points, usage rights, member benefits, and associated obligations, shall be divided equally between the parties. Each party shall be responsible for the obligations associated with their respective shares including but not limited to any transfer fees, processing costs, or expenses associated with the division. The parties shall cooperate in good faith and promptly notify Global Discovery Vacation of the division in accordance to the company's procedures.

BUSINESS INTERESTS

12. Business Interests. During the course of the marriage, the parties acquired an interest in BCS (Building Consulting Solutions). Said business interest shall be awarded to John free and clear of any claim from Ivory. John is also awarded all right, assets, accounts and interest in the

business. John shall also assume and be solely responsible for all debts and liabilities related to the business, and shall indemnify and hold Ivory harmless from any such obligations.

DEBTS

13. Debts. John and Ivory acquired debts during the marriage. Each will assume, and hold the other harmless from liability on, the following debts:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
American Express	\$15,000	John
Cabela's Credit Card	\$11,000	Ivory

a. Neither party will incur any additional liability on joint credit cards or any joint accounts.

b. Other Debts. Each party will be responsible to pay any other debt he or she individually incurred. If any other joint debts are later discovered and not stated and divided herein, the person incurring the debt will be solely responsible for the payment thereof and shall hold the other party harmless therefrom.

c. Creditors. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, 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.

d. 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.

e. 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.

FINANCIAL ACCOUNTS

14. Bank/Financial Accounts. During the marriage, the parties acquired various bank and financial accounts. Each party is awarded all accounts held in his or her individual name, free and clear of any claim by the other party. The parties represent that there are no remaining joint bank or financial accounts.

15. Retirement. During the marriage, the parties acquired the following retirement and investment accounts, which shall be divided as follows:

<i>Account Description:</i>	<i>Approx. Balance</i>	<i>Awarded to:</i>
Squire IRA Traditional	\$353,940.28	Divide equally (50/50)
Squire IRA Roth	\$13,558.66	Divide equally (50/50)
Squire Taxable Account	closed	Previously divided
American Chiller Mechanical x9JK7	\$540,000	Not a marital asset (subject to verification)

a. **Division of Accounts.** The parties shall equally divide the Squire Traditional IRA and Squire Roth IRA. Such division shall be accomplished by Qualified Domestic Relations Order (QDRO), if required, or by other appropriate transfer instruments consistent with the requirements of the account custodian. The parties will divide the cost equally of Connor Fackrell to prepare the QDRO to divide these accounts, if necessary, and will commence the process within 20 days of entry of Decree of Divorce. Within 15 days of entry of Decree of Divorce John will provide verification of the account balance on the date of Decree of Divorce.

b. **American Chiller Account.** John believes that the American Chiller Mechanical account (x9JK7) is not a marital asset and does not belong to either party. John will instruct Squire to

provide documentation verifying the ownership and status of this account. Upon verification that the account is not owned by either party, it shall be excluded from the marital estate.

MUTUAL RESTRAINT

16. John and Ivory shall be mutually restrained from harassing, annoying, or otherwise bothering the other party. John and Ivory shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph, and will have the affirmative duty to use his or her best efforts to prevent third parties from such violation, or will remove the child from such circumstances.

17. Neither party is allowed to use the other's likeness, picture, name, identification, or credit for personal gain, such as obtaining credit, opening accounts, or acquiring services in order to prevent one party from exploiting the other's identity or financial standing post-divorce. The parties are restrained from making public comments, sharing posts, or posting photos about each other or the divorce proceedings on social media platforms such as Facebook, Instagram, Snapchat, etc. in order to protect the privacy of both parties and avoid any public airing of grievances or details about divorce,

18. The parties shall primarily communicate and coordinate with each other regarding matters related to this case via email or text message. All such communication shall be civil, respectful, and limited to topics necessary for case management, as applicable.

MISCELLANEOUS PROVISIONS

19. Attorney Fees and Litigation Costs. John and Ivory shall be ordered to assume his or her own respective attorney fees and litigation costs incurred in this action.

20. Former Name. Ivory shall be restored to her former name of Ivory Walton, should she so desire. The Court shall enter an Order of Name Change, if necessary.

21. Both parties will sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.
22. Resolution. Except for exigent circumstances or enforcement, the parties will participate in mediation prior to initiating litigation in the court.
23. Arrearages. This resolves all claims either party has against the other including but not limited to past alimony, child support, out-of-pocket medical expenses, out-of-pocket medical premiums, reimbursement for travel expenses and any other financial claims through the date of the signing of the Stipulation.
24. The Stipulation of the parties became effective when signed by all parties.

Order is entered on the date and as indicated by the Court's seal on the top of the first page

APPROVED AS TO FORM:

/s/ Morgan Philpot / May 2, 2026
MORGAN PHILPOT / DATE
Attorney for Respondent

NOTICE TO PARTIES

PLEASE TAKE NOTICE that the undersigned, counsel for Petitioner, will submit the foregoing document to the above-referenced Court for signature upon the expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that date, pursuant to Utah Rules of Civil Procedure Rule 7(j).

Dated this 30th day of April 2026.

/s/ Yaiko Osaki Carranza
YAIKO OSAKI CARRANZA
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that I am a member of and/or employed by the law firm of Moody Brown Law, 2525 North Canyon Rd., Provo, Utah 84604, and that in said capacity and pursuant to Rule 5(b), Utah Rules of Civil Procedure, a true and correct copy of the foregoing **Decree of Divorce** was served upon the following on May 4, 2026:

Morgan Philpot
e-filer

X	e-Filing (UCJA Rule 4-503)
—	U.S. Regular Mail
—	Facsimile Transmission
—	E-Mail

/s/ NG _____