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

IN THE MATTER OF THE MARRIAGE OF:	<b>DECREE OF DIVORCE</b>
REAGAN POWELL	
and	Case No. 264400910
MICHAEL POWELL.	Judge Roger W. Griffin Commissioner Marla Snow

The above-entitled matter having come before the Court; Petitioner having heretofore filed her Declaration as to Jurisdiction and Grounds for Divorce and Declaration of Military Service; Petitioner and Respondent having executed a Stipulation and Settlement Agreement dated the 26<sup>th</sup> day of March, 2026; the Court having heretofore made and entered its Findings of Fact and Conclusions of Law; and upon motion of Martin N. Olsen, attorney for Petitioner, and good cause appearing therefor,

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

1. Bonds of Matrimony. That the bonds of matrimony heretofore existing between

Petitioner, REAGAN POWELL, and Respondent, MICHAEL POWELL, be and the same are hereby dissolved.

2. Children, Custody, and Parent Time. That Reagan and Michael have four (4) children born as issue of this marriage, to-wit: D.P., born January 2008; S.P., born June 2010 B.P., born December 2012; and C.P., born March 2014.

3. That Reagan and Michael are awarded the joint legal and physical custody of the minor child(ren) pursuant to the Joint Parenting Plan filed contemporaneously herewith.

4. That Michael is awarded parent-time as the parties may agree, or in the event they cannot agree on their parent-time schedule, then pursuant to Utah Code Ann. § 81-9-305, based on a week-on, week-off parent-time schedule.

5. That Reagan and Michael are awarded holiday parent-time as the parties may agree, or in the event they cannot agree upon their holiday parent-time schedule, then pursuant to Utah Code Ann. §81-9-303, with Reagan being designated as the custodial parent for purposes of holiday parent-time. Reagan and Michael are awarded two (2) weeks of summer parent-time, with Reagan designating her two (2) weeks of summer parent-time no later than April 1st during even years, and Michael designating his two (2) weeks of summer parent-time no later than April 1st during odd years.

6. That the provisions of Utah Code Ann. § 81-9-209 related to relocation shall be incorporated into the Decree of Divorce.

7. That Reagan and Michael shall be mutually restrained from making disparaging or demeaning remarks about the other party in the presence of the minor child(ren), and to

whatever extent possible, preclude third parties from doing so.

8. That Reagan and Michael shall be mutually restrained from involving the minor child(ren) in their divorce matter, and to whatever extent possible, preclude third parties from doing so.

9. Child Support. That Reagan currently earns average gross monthly income in the amount of \$3,000.00. Michael earns average gross monthly income in the amount of \$10,976.90.

10. That commencing April 1, 2026, Reagan is awarded child support from Michael in the amount of \$772.00 per month, which sum is pursuant to the Uniform Child Support Guidelines for the State of Utah. Child support shall be payable on the first day of each month.

11. That Reagan is awarded said child support until the minor child(ren) reaches the age of eighteen (18) years and graduates from high school with their normal and expected graduating class.

12. That at the time a child(ren) is no longer eligible to receive child support, the child support amount for the remaining child(ren) who is eligible to receive support shall be automatically adjusted to reflect the base child support obligation shown in the table for that number of children. This shall be done by using the appropriate calculation and worksheet pursuant to Utah Code Ann. § 78B-12-219.

13. That in the event Michael falls in arrears in his child support obligation, Reagan shall be entitled to mandatory income withholding relief pursuant to Utah Code Ann. § 62A-11-401, et seq., and Universal Income Withholding pursuant to Utah Code Ann. § 62A-11-501, et

seq.

14. School Expenses. That Reagan and Michael are ordered to equally divide all school expenses for the minor child(ren) (e.g, registration fees, class fees, books, school lunches, yearbooks, etc.).

15. Cell-phone Expenses. That Reagan and Michael are ordered to equally divide all cell-phone expenses for the minor child(ren).

16. Extracurricular Activity Expenses. That Reagan and Michael are ordered to equally divide all extracurricular activities of the minor child(ren) which are agreed to, in writing, by the parties prior to the child(ren) being enrolled or taking part in such activities. If the parties are unable to agree on the extracurricular activity, either party should still be entitled to have the child(ren) participate in the extracurricular activity if that party pays entirely for the extracurricular activity and so long as the extracurricular activity does not interfere with the other party's parent time. The parties shall act in good faith in deciding whether the minor child(ren) should participate in an extracurricular activity and shall therefore not unreasonably withhold their consent.

16. Medical Insurance. That Reagan and Michael are ordered to provide and maintain medical insurance for the benefit of the minor child(ren).

17. That the parent who is ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child(ren) and thereafter on or before January 2nd of each calendar year, as set forth in Utah Code Ann. § 81-6-208.

18. That the parent who is ordered to maintain insurance shall provide written notice

to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change, as set forth in Utah Code Ann. § 81-6-208.

19. Medical Expenses. That Reagan and Michael are ordered to assume and pay one-half of all out-of-pocket medical, dental, orthodontic, optical, pharmaceutical, counseling, co-pay and deductible expenses which are incurred on behalf of the minor child(ren) and not paid by insurance.

20. That the parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent as set forth in Utah Code Ann. § 81-6-208.

21. That the parent who incurs medical expenses may be denied the right to receive credit for the expenses, or to recover the other parent's share of the expenses, if that parent fails to provide written verification of the cost within thirty (30) days of payment, as set forth in Utah Code Ann. § 81-6-208.

22. That the parent who incurs the medical expenses shall be reimbursed within thirty (30) days of providing verification of the cost and payment to the other parent.

23. That Reagan and Michael shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses, as set forth in Utah Code Ann. §81-6-208.

24. Child Care Expenses. That given the ages of the minor child(ren) the parties do not anticipate childcare expenses, however, in the event childcare expenses are incurred then pursuant to Utah Code Ann. § 81-6-209, the parties shall share equally the reasonable work-

related child care expenses incurred on behalf of the minor children.

25. That if an actual expense for child care is incurred, a parent shall begin paying his or her share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred, without obtaining a modification of the child support order.

26. That in the absence of a court order to the contrary, a parent who incurs a child care expense shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

27. That in the absence of a court order to the contrary, the parent shall notify the other parent of any change of child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.

28. That in addition to any other sanctions provided by the court, a parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with the provisions of the order relating to child care.

29. That Reagan and Michael shall be granted the right of first refusal to care for the minor child(ren) when the other party is unable to do so for any given overnight(s), prior to the unavailable party engaging surrogate care.

30. Alimony. That commencing April 1, 2026 Reagan is awarded alimony in the

amount of \$2,079.00 per month, which alimony award shall terminate upon the first of the following contingencies to occur:

- a. Reagan's remarriage;
- b. Reagan's cohabitation;
- c. Reagan's death;
- d. Michael's death; or
- e. A period not to exceed 10 years.

31. Real Property. That during the course of the parties' marriage, Reagan and Michael acquired a home and real property located at 211 West 600 South, Mapleton, Utah 84664.

32. That Michael is awarded the home and real property, subject to the mortgage obligations associated therewith, and subject to Michael refinancing the mortgage and HELOC associated with the home and real property into his individual name and paying to Reagan her one-half share of the equity therein (as determined by the parties or the completion of an appraisal), no later than June 11, 2032. In the event Michael fails to refinance the mortgages associated with the home and real property into his individual name, and pay to Reagan her one-half share of the equity therein by June 1, 2032, then in that event, the home and real property shall be listed for sale with a mutually agreed upon realtor, with the parties equally dividing the net sales proceeds realized therefrom.

33. Personal Property. That during the course of the marriage, Reagan and Michael acquired certain personal property.

34. That Reagan is awarded the following items of personal property, free and clear of any claim by Michael:

- a. 2022 KIA Telluride;
- b. 2011 Volkswagen Tiguan;
- c. A portion of the furniture, furnishings and fixtures as the parties may agree; and
- d. Reagan's personal belongings.

35. That Michael is awarded the following items of personal property, free and clear of any claim by Reagan:

- a. 2014 GMC Sierra 1500;
- b. A portion of the furniture, furnishings and fixtures as the parties may agree; and
- c. Michael's personal belongings.

36. Debts and Obligations. That during the course of the marriage, the parties have incurred certain debts and obligations.

37. That Reagan shall assume and pay the following debts and obligations, holding Michael harmless therefrom:

- a. Reagan's individual debts and obligations.

38. That Michael shall assume and pay the following debts and obligations, holding Reagan harmless therefrom:

- a. Mortgage on home and real property;



- b. HELOC; and
- c. Michael's individual debts and obligations.

39. That Reagan and Michael shall indemnify and hold the other party harmless on all debts and obligations that party is ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. §523(a)(15).

40. That 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 made in a timely manner, the secured asset shall be placed for sale in order to protect the joint debtors. A party who makes payments on a delinquent asset, which the other party is ordered to pay, may seek reimbursement of the payment of that debt in addition to interest and attorney fees from the other party who failed to timely pay the debt.

41. That the allocation of joint debts is an integral part of the financial settlement and support payments in this proceeding and is considered in the nature of support to the other party. As a result, the parties shall not discharge the debts in bankruptcy if it causes the non-bankrupt party to be liable for the debt. The parties understand that this provision may not be binding on the bankruptcy court.

42. That each party shall make their best efforts to remove each other from any joint debts, obligations, loans, etc., by refinancing the debt, obligation, loan, etc., into their sole name.

43. Savings Accounts, Checking Accounts and Investment Accounts. That during the course of the marriage, Reagan and Michael have acquired certain savings accounts, checking accounts and/or investment accounts.

44. That Reagan and Michael are awarded one-half of the balance of the Wells Fargo checking account and savings account and the investment account with Ryan Day.

45. That Reagan and Michael are awarded their individual certain savings accounts, checking accounts and/or investment accounts, free and clear of any claim by the other party.

46. Retirement. That Reagan and Michael are awarded one-half of all retirement accounts, pension plans, savings plans, profit sharing plans, 401(k) accounts, IRA's, etc., which either party has acquired at his or her place of employment or otherwise during the marriage pursuant to the Woodward v. Woodward formula. A Qualified Domestic Relations Order shall be entered by the Court effectuating said award, with the parties to offset the accounts so that the least number of QDROs is necessary.

47. Tax Credits. That commencing with the tax year 2026, Reagan and Michael are awarded the Federal and State tax credits applicable to the minor child(ren), as well as any and all future stimulus payments and/or government benefits. Commencing with the tax year 2026, Reagan shall be allowed to claim the parties' two (2) youngest minor children during even years (Michael during odd years), and Reagan shall claim the parties' oldest minor child during odd years (Michael during even ears). At such time as only two (2) minor children remain, the parties shall be allowed to each claim one (1) child. At such time as only one (1) minor child remains, the parties shall alternate claiming that child, with Reagan be allowed to claim the minor child during the first year when only one (1) minor child remains.

48. Maiden Name. That Reagan shall be restored to her maiden name of "Telford" upon entry of the Decree of Divorce, if she so desires.

49. Attorney Fees. That Reagan and Michael is ordered to assume and pay their individual attorney fees and costs incurred herein.

50. Deeds and Other Documents. That each party shall execute and deliver to the other party such documents as are required to implement the provisions of the Decree of Divorce entered by the Court, including but not limited to titles and deeds.

51. Default. That in the event either party fails to comply with any of the terms and conditions set forth in the Decree of Divorce, the party in default shall be liable to the other party for all reasonable expenses, including attorney fees, incurred in enforcing the terms and conditions of the Decree of Divorce.

52. Full Disclosure. That in the event a party does not disclose all assets to the other party, the party discovering the undisclosed asset or assets shall be awarded the entire asset or assets.

53. Notice to Creditors.

- a. Pursuant to Utah Code Ann. §§15-4-6.5, 30-2-5 and 30-3-5(1)(c), as amended, the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.
- b. Therefore, the party not obligated to pay a joint obligation shall:
  - i. Send a copy of the Decree of Divorce to each joint creditor he/she is not required to pay as soon as possible.
  - ii. Notify that joint creditor of the current address for each party.

- iii. Inform that joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract, and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who was not required to pay the debt.

54. Notice to Medical Expense Creditors.

- a. Pursuant to Utah Code Ann. §§15-4-6.7, 30-2-5 and 30-3-5(1)(c), as amended, when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code Ann. §§30-3-5, 30-4-3, or 78-45-7.15, as amended, or an administrative order under Utah Code Ann. §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full his or her share of the medical and dental expenses required to be paid by that parent under the order.
- b. Therefore, each party shall:
  - i. Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child.
  - ii. Notify the particular creditor of the party's current address.

- iii. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full his or her share of the medical and dental expenses required to be paid by the parent under the order, and also inform the particular creditor that it may not make a negative report under Utah Code Ann. §70C-7-107, or report of the debtors repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full his or her share of the medical and dental expenses required to be paid by that parent under the order.

In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Decree of Divorce does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.

**NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES  
OF CIVIL PROCEDURE TO THE PARTIES AND THEIR COUNSEL**

NOTICE IS HEREBY GIVEN that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, this Decree of Divorce prepared by Petitioner shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

**CERTIFICATE OF SERVICE**

I hereby certify that on the 17<sup>th</sup> day of April, 2026, I sent via email a true and correct copy

of the foregoing **DECREE OF DIVORCE**, to the following:

Michael Powell  
[Mikepowell03@gmail.com](mailto:Mikepowell03@gmail.com)  
*Respondent*

/s/ Liz Crawford  
LIZ CRAWFORD