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Attorney for Petitioner *Andrew Winston Staker Delcamp*

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

IN THE MATTER OF THE MARRIAGE OF:

ANDREW WINSTON STAKER DELCAMP,

Petitioner,

and

HEATHER ERIN DELCAMP,

Respondent.

DECREE OF DIVORCE

Case No.: 264400773

Judge: Kraig Powell

Commissioner: Marian Ito

This matter comes before the Court by way of Petitioner Andrew Winston Staker Delcamp's ("Mr. Delcamp") and Respondent Heather Erin Delcamp's ("Ms. Delcamp") Petition for Divorce and the parties' Stipulation seeking the Court's entry of a Decree of Divorce. The Court, having reviewed the Petition and the parties' Stipulation herein, acknowledges that grounds exist for issuance, that jurisdiction over this matter is proper, and that a Decree of Divorce may be entered. The Court, being convinced that no just cause for delay exists, hereby ORDERS, ADJUDGES, AND DECREES, as follows:

DECREE

1. Andrew Winston Staker Delcamp is a resident of Utah County, State of Utah, and has been for three months immediately prior to filing this action.
2. During the marital relationship, the parties have resided in the state of Utah and this court has jurisdiction over Heather Erin Delcamp pursuant to Utah Code 81-4-405.
3. The parties were married on or about May 25, 2019, in Columbia, South Carolina and are presently married. The parties separated in December 2025, and do not currently reside together.

GROUND

1. The parties shall be granted a Decree of Divorce pursuant to Utah Code Ann. § 81-4-405(1)(h).

CHILDREN

2. The parties are the parents to one (1) minor child, to wit:

<u>NAME</u>	<u>DATE OF BIRTH</u>
T.J.D.	March 2023

3. No other children are expected as issue of this marriage.
4. The parties' minor child has resided in Utah County, State of Utah, for the past six (6) months and the child presently resides in Utah County. Utah is the home state for the minor child.
5. The parties have no knowledge of any current custody proceeding concerning the parties' minor child pending in a Court of Utah, or any other state. Upon information and belief, no proceedings involving the custody of the child have been filed in any Juvenile Court.

6. The parties have no knowledge of any person not a party to this proceeding who has physical custody of the parties' minor child or who claims to have custody or visitation rights with respect to the parties' minor child.

CHILD CUSTODY AND PARENT-TIME

4. The parties shall be awarded joint legal custody of the minor child.

5. The parties shall be awarded joint physical custody of the minor child. The parties shall exercise 50/50 parent-time on a week-on/week-off schedule with parent-time transfers occurring on Monday evenings unless the parties mutually agree otherwise.

6. **Holidays Parent-Time:** The parties shall exercise holiday parent-time as they can agree. In the event the parties cannot agree, the parties shall follow the holiday parent-time schedule delineated in Utah Code Ann. § 81-9-303, with Ms. Delcamp designated as the non-custodial parent for purposes of determining the holiday parent-time schedule.

7. Parental care shall be presumed to be better care for the minor child than surrogate care.

a. If the non-custodial parent is unable to be with the child for part of the scheduled parent-time, the custodial parent shall be notified and have the right of first refusal. The non-custodial parent shall give 24-hour notice for these situations.

b. The parties shall cooperate in allowing the non-custodial parent, if willing and able to transport the minor child, to provide the childcare if the custodial parent is unavailable.

c. Childcare arrangements existing during the marriage are preferred as are childcare arrangements with nominal or no charge.

8. Shall either parent relocate more than 150 miles from the residence occupied at the time of the Decree, that parent shall provide advanced written notice of at least sixty (60) days of the intended relocation to the other parent, and the parties shall attempt to revise their parent-time

schedule to fit the change in circumstances. Shall the parties be unable to agree, either party may request that the court schedule a hearing, with notice, to review the parent-time schedule and to make appropriate orders regarding custody and parent-time transportation.

9. Both parties shall provide the other with his or her current address and telephone number in the event that they may change.

10. If either party intends to travel outside the state of Utah with the minor child, advanced notification shall be provided to the other party as required by Utah Code.

PARENTING PLAN

11. The parties shall be bound by the following Parenting Plan.

CUSTODY

12. Joint legal custody is in the best interests of the minor child. Most, if not all of the elements set forth in Utah Code Ann. § 81-9-205 are present.

13. Joint physical custody is in the best interests of the minor child. The parties shall exercise 50/50 parent-time on a week-on/week-off schedule with parent-time transfers occurring on Monday evenings unless the parties mutually agree otherwise.

14. The parties shall exercise holiday parent-time as they can agree. In the event the parties cannot agree, the parties shall follow the holiday parent-time schedule delineated in Utah Code Ann. § 81-9-303, with Ms. Delcamp designated as the non-custodial parent for purposes of determining the holiday parent-time schedule.

15. Parental care shall be presumed better care for the minor child than surrogate care.

a. If the non-custodial parent is unable to be with the child for part of the scheduled parent time, the custodial parent shall be notified and have the right

of first refusal. The non-custodial parent unable to provide care shall give 24-hour notice for these situations.

b. The parties shall cooperate in allowing the non-custodial parent, if willing and able to transport the minor child, to provide the childcare if the custodial parent is unavailable.

c. Childcare arrangements existing during the marriage are preferred as are childcare arrangements with nominal or no charge.

16. The parties shall take the child only in a vehicle that has enough seats and seatbelts for the child and is equipped with appropriate car seats. If needed, the parties can switch vehicles for the duration of the visit.

17. Both parties shall be restricted from using alcohol and drugs, including abusing prescription drugs, prior to and during parent time, and such substances shall be kept inaccessible to the child.

18. Additionally, both parties shall ensure that the child is not allowed to partake of alcohol or other illicit substances in the homes of other family members or friends, including at family gatherings or parties where alcohol has been brought for or is being consumed by other adults.

19. Shall either parent relocate more than 150 miles from the residence occupied at the time of entry of the Decree, then Utah Code Ann. § 81-9-209 shall apply.

CARE OF THE MINOR CHILD

20. The parties shall be bound by the following Utah Advisory Guidelines set forth in Utah Code Ann. § 81-9-202:

a. That the parent-time schedule shall be utilized to maximize the continuity and stability of the minor child's life.

b. That special consideration shall be given by each parent to make the child available to attend immediate family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which

may inadvertently conflict with the parent-time schedule.

c. That responsibility for the pick-up, delivery, and return of the minor child shall be determined by the parties. The parties agree to equally share pick-up and delivery responsibilities, with the receiving parent either going to the sending parent's location or with both parties meeting at an equidistant mutually agreeable location.

d. That if the non-custodial parent will be providing transportation, the custodial parent shall have the minor child ready for parent-time at the time the minor child is to be picked up and shall be present at the custodial home or shall make reasonable alternate arrangements to receive the minor child at the time the minor child is to be returned.

e. That if the custodial parent will be transporting the minor child, then the non-custodial parent shall be at the appointed place at the time the non-custodial parent is to receive the minor child and have the minor child ready to be picked up at the pointed time and place, or have made reasonable alternate arrangements for the custodial parent to pick up the minor child.

f. That regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either parent.

g. That the Court may make alterations in the parent-time schedule to reasonably accommodate the work schedule of both parents and may increase the parent-time allowed to the non-custodial parent but may not diminish the standardized parent-time provided in Sections 81-9-302 and 81-9-304.

h. That the Court may make alterations in the parent-time schedule to reasonably accommodate the distance between the parties and the expense of exercising parent-time.

i. That neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.

j. That the custodial parent shall notify the non-custodial parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the minor child is participating or being honored, and the non-custodial parent shall be entitled to attend and participate fully.

k. That the non-custodial parent shall have access directly to all school reports including preschool and daycare reports and medical records and shall be notified immediately by the custodial parent in the event of a medical

emergency. In addition, each parent shall notify the other parent of any significant illnesses that the minor child may have while at their home.

l. That each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

m. That each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the minor child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available, provided that if the parties cannot agree on whether the equipment is reasonably available, the Court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration: (a) the best interests of the child; (b) each parent's ability to handle any additional expenses for virtual parent-time; and (c) any other factors the Court considers material. Reasonable hours and the length of communication shall be based upon the minor child's age.

n. That parental care shall be presumed to be better care for the minor child than surrogate care and the Court shall encourage the parties to cooperate in allowing the noncustodial parent, if willing and able to transport the minor child, to provide the minor child care. Childcare arrangements existing during the parties' relationship are preferred as are childcare arrangements with nominal or no charge.

o. That each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and shall provide the non-custodial parent with the name, current address, and telephone number of all surrogate care providers unless the Court for good cause orders otherwise.

p. That each parent shall be entitled to an equal division of major religious holidays celebrated by the parents, and the parent who celebrates a religious holiday that the other parent does not celebrate shall have the right to be together with the minor child on the religious holiday.

q. That neither parent will permit overnight adult guests during parent-time that are not family members or residing at the address.

21. If either party travels with the minor child out of the state of Utah, then they shall provide the other parent with the following information: (a) an itinerary of travel dates; (b) destinations;

(c) places where the minor child and/or traveling parent can be reached; and the name, telephone number and email address of an available third person who would be knowledgeable of the minor child's location.

22. The parties shall make reasonable efforts to be effective co-parents. The parties shall support each other as parents and specifically support the teaching of morals and values to their minor child. The parties shall focus on the needs and interests of the minor child instead of their own conflicts and/or interests. The parties shall provide the minor child a reasonable opportunity to have a meaningful relationship with both parties.

23. The parties agree that open, honest, and direct communication between the parties is essential to effective parenting. As such, the parties shall take affirmative steps to adopt procedures, which ensure they communicate in a civil manner.

24. The parties shall establish a 'united front of parenting' among themselves, which includes supporting each other as parents, establishing reasonably consistent curfews, discipline and rules that will foster a feeling of continuity and a sense of security for the minor child.

25. The parties shall consult one with another, which includes sharing ideas and/or opinions for meeting the minor child's needs, if the minor child is experiencing any emotional and/or physical concerns, problems at school, and/or any other problems that may arise in the minor child's life.

26. The parties recognize that they may have different parenting styles but shall respect and support the other parent in their parenting roles.

27. The parties shall both encourage the minor child to love and respect the other parent.

- 28.** The parties shall respect the other parent's beliefs, parenting style(s), religion and/or values.
- 29.** The parties recognize that conflict between themselves may cause emotional trauma and pain to the minor child. As such, the parties shall be civil in all future dealings with one another.
- 30.** The parent with whom the minor child is residing at the time shall have the authority to make day-to-day decisions regarding the care, control, and discipline of the minor child.
- 31.** The parties shall be mutually restrained from harassing and/or threatening the other party. The parties shall refrain from making derogatory and/or disparaging comments about the other parent in the presence of the minor child. Furthermore, the parties understand that third parties are mutually restrained from what they themselves are prohibited from doing under this paragraph, and shall have the affirmative duty to use his/her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

FUTURE DISPUTES

- 32.** The parties recognize that future disputes may arise between them regarding the parenting of their minor child. As such, the parties shall follow the following dispute resolution process:

- a.** The parties shall communicate with each other and mutually attempt in good faith to resolve any dispute arising with respect to the terms of this Parenting Plan.
- b.** In the event that the parties are unable to agree and resolve such dispute, the parties shall consult with a third party and/or professional, such as a child counselor or mediator.
- c.** If the parties are unable to reach agreement after consulting with such a third party, they shall attempt mediation in good faith with a mutually agreed-upon mediator. Each party shall pay one-half of the expense of mediation.

- d. The parties shall attempt mediation before seeking court intervention to resolve a dispute.

MISCELLANEOUS

33. The parties shall inform any future spouses—shall they marry—as to the terms of this parenting agreement.
34. The parties shall view any future spouses or partners as an additional source of emotional and physical support for the minor child but agree that parenting decisions shall be made between Mr. Delcamp and Ms. Delcamp.

CHILD SUPPORT

35. A reasonable sum of child support for the care and maintenance of the parties' minor child shall be awarded based upon the parties' respective incomes, using the joint physical custody worksheet.
36. Mr. Delcamp currently has a gross monthly income of \$5,515.94.
37. Ms. Delcamp currently has a gross monthly income of \$7,749.99.
38. Using the joint physical custody worksheet, Ms. Delcamp's monthly child support obligation shall be \$116 starting May 1, 2026.
39. Child support shall be payable one-half (1/2) on the 5th and 20th of each month, and shall continue until the minor child becomes eighteen (18) years of age, or through the end of the month of the minor child's normal and expected date of graduation from high school, whichever occurs later.

INSURANCE, MEDICAL EXPENSES, AND CHILD CARE

40. The parties' minor child is in need of health insurance. Whichever party acquires a health insurance policy that is more cost effective for the parties shall be responsible for maintaining the

health insurance coverage on behalf of the minor child, so long as it is available to them at reasonable cost. Both parties shall share equally the out-of-pocket cost of the premium actually paid for the child's portion of insurance, which portion of the premium is a per capita share of the premium actually paid. The premium expense for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy.

41. All medical, health, orthodontic, dental, and optical expenses not covered by insurance and incurred for the parties' minor child shall be equally divided between the parties.

42. On a regular basis, but in no event less than every thirty (30) days, the parties shall furnish to the other verification in the form of cancelled checks, statements, receipts, or invoices for all unreimbursed medical care expenses. Upon receipt of said verification, each party shall reimburse the other within thirty (30) days for all properly documented unreimbursed medical care expenses.

43. The parties each shall satisfy one-half (1/2) of all work-related childcare costs for the parties' minor child, if any.

SCHOOL FEES & EXTRACURRICULAR ACTIVITIES

44. Both parties shall each satisfy one-half (1/2) of any out-of-pocket educational expenses for the parties' minor child (i.e. registration, books, required supplies, lunch fees, etc.). The party incurring the out-of-pocket expense shall provide verification to the other party within thirty (30) days of incurring the expense. Upon receipt of said verification, that party shall reimburse the other within thirty (30) days.

45. The parties shall each assume one-half (1/2) of any out-of-pocket expense for the minor child's extracurricular activities. The party incurring the out-of-pocket expense shall

provide verification to the other party within thirty (30) days of incurring the expense. Upon receipt of said verification, that party shall reimburse the other within thirty (30) days.

CHILD TAX CREDITS

46. For years moving forward, Mr. Delcamp shall claim the minor child as a dependent on even numbered tax years, and Ms. Delcamp shall claim the minor child as a dependent on odd numbered tax years.

47. The parties shall be current on all child support obligations by December 31st of any applicable year in order to claim the minor child he/she is entitled to claim for child tax credit purposes.

ALIMONY

48. The parties are both able-bodied individuals capable of full-time employment and neither party shall be awarded alimony from the other, past, present, or future.

REAL PROPERTY

49. During their marriage, the parties acquired real property located at 533 E. 800 N., Spanish Fork, UT 84660.

50. The parties shall have the property listed promptly. Mr. Delcamp shall select the name of three real estate agents that he will provide to Ms. Delcamp through counsel and Ms. Delcamp shall then select one of those names for a mutually agreeable real estate agent.

51. The parties shall take steps to cooperate in good faith with the real estate agent, to sign any necessary listing arrangements, and to cooperate with respect to picking a mutually agreeable listing price. If the parties are unable to agree, they shall defer and listen to the advice of the real estate professional.

52. The parties shall take steps to make sure that they cooperate with the real estate agent with regard to any showings of the property.

53. Ms. Delcamp, as the party in possession of the property, shall make good faith efforts to ensure that the home is in show-ready condition and make herself available to have the home ready to show.

54. The property shall be sold as is, unless both parties mutually agree to any repairs or improvements in writing.

55. Any closing costs associated with the sale of the marital home shall be shared equally between the parties.

56. Upon the sale of the marital home, the net sale proceeds shall be distributed as follows:

a. The parties shall pay and satisfy in full the outstanding balance owed on the 2022 Honda CR-V loan.

b. The parties shall then pay and satisfy in full any outstanding balance associated with the Las Vegas property timeshare.

c. After payment of the obligations identified in subsections (a) and (b), any remaining net proceeds shall be divided equally between Mr. Delcamp and Ms. Delcamp.

57. The parties shall cooperate in good faith with the closing agent, and shall execute any documents reasonably necessary to effectuate the sale, payment of the above obligations, and distribution of proceeds consistent with this Agreement.

PERSONAL PROPERTY

58. During the course of their marriage, the parties have acquired personal property. This property shall be divided as the parties may agree.

59. The parties' automobiles shall be divided as follows:

a. The 2022 Honda CR-V shall be awarded to Ms. Delcamp.

b. The 2011 Ford Taurus shall be awarded to Mr. Delcamp.

60. All separate property and assets acquired by either party prior to or during the marriage by gift, bequeaths, or devise, shall remain the separate property of that party.

61. All property acquired by either party after the date of separation shall be the exclusive possession of that party.

BUSINESS INTERESTS

62. During the course of their marriage, neither party incurred interests in a business.

FINANCIAL ASSETS

63. During the course of their marriage, the parties have acquired financial assets. Those assets shall be divided as follows:

a. The American First Credit Union checking account ending in 3110 shall be closed, and the remaining balance shall be divided equally between the parties.

DEBTS AND OBLIGATIONS

64. During the course of their marriage, the parties incurred certain joint debts and obligations.

65. The outstanding obligation associated with the 2022 Honda CR-V shall be satisfied in full from the proceeds of the sale of the parties' marital residence, and neither party shall be individually responsible for any remaining balance thereafter.

66. The outstanding obligation associated with the Las Vegas property timeshare shall be satisfied in full from the proceeds of the sale of the parties' marital residence. Upon satisfaction of the outstanding obligation, the timeshare shall be promptly listed for sale and sold, with any

net proceeds to be divided equally between the parties. Neither party shall be individually responsible for any remaining balance thereafter.

67. Each party shall be responsible for any and all debts incurred solely in their name either prior to, during, or after the marriage, and hold the other free and harmless thereon.

68. Neither party shall incur any further debt or liability on the other party's credit. Any debt accumulated as of the date of entry of the Decree of Divorce, is the debt of that individual party, regardless of whether the debt was incurred as a result of joint credit.

INVESTMENT AND RETIREMENT ACCOUNTS

69. Each party shall be awarded their own separate retirement and/or investment accounts, free and clear of any claim from the other party.

DISSIPATION

70. The parties shall be enjoined from closing any joint accounts, or selling, transferring, or encumbering any marital asset described herein, without notice to and prior written consent of the other party, or subsequent Order of the Court.

DIVORCE EDUCATION

71. Each party shall attend and complete the one-hour "Divorce Orientation Course," as well as the two-hour "Mandatory Education Course for Divorced Parents," and file such Certificates of Completion with the Court.

COSTS & ATTORNEY'S FEES

72. Each party shall be responsible for their own costs and attorney fees incurred in this matter.

MISCELLANEOUS

73. The parties shall be mutually restrained from discussing any aspect of this divorce proceeding directly to, in front of, or in the presence of the minor child. In addition, the parties shall not permit third persons to do what they are prohibited from doing.

74. Neither party shall make or allow anyone else to make any disparaging remarks about the other party directly to, in front of, or in the presence of the minor child.

75. Neither party shall use the other party'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.

76. The parties shall be restrained from posting about the other party or the divorce proceedings on any form of social media, or otherwise engaging in similar conversations on any social media platform and shall not permit third persons to do what they are prohibited from doing.

77. The parties shall be restrained from harassing, annoying, or otherwise bothering the other party.

78. The parties shall be restrained from contacting the other party in excess; communication shall be via text message or email, except in case of emergencies, and shall be cordial.

79. Ms. Delcamp shall be restored to the use of her maiden name, Heather Erin Terranova, upon entry of the Decree of Divorce if she so desires.

80. Each party shall execute and deliver to the other such documents as are required to implement the provisions of the Decree entered in this case by the Court.

81. Each party shall provide a certified copy of the final Decree of Divorce and any modification to all creditors pursuant to Utah Code Ann. §81-4-501(4) and Utah Code Ann. §15-4.6.5 and to effectuate compliance with these statutes.

INTERPRETATION/APPLICABILITY

82. This document shall be governed by Utah law in all respects. Any references to Utah statute herein should mean the Utah Code in effect as of the date of entry of the final order.

SEVERABILITY

83. If a provision of the order resulting from this complaint is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect: (1) the enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

DISCLOSURE

84. Each party has fully and completely disclosed to the other all assets of every kind and nature known to him or her in which he or she may have any interest whatsoever, and this Agreement encompasses and deals with all such assets and that there are no assets or liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of this matter through the financial declarations and as herein set forth and to be distributed between the parties. If it is later discovered that a party failed to disclose an asset, the other party may be awarded the entirety of that asset.

***** END OF ORDER *****

***** 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:

/s/ Heather Erin Delcamp / 04/22/2026
HEATHER ERIN DELCAMP / DATE
Respondent
Electronically signed with permission via email.

NOTICE TO PARTIES

PLEASE TAKE NOTICE that the undersigned will submit the foregoing **DECREE OF DIVORCE** for signature upon the expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that time, pursuant to Utah Rules of Civil Procedure Rule 7(j).

SIGNED AND DATED this 21st day of April 2026.

DANIEL W. MCKAY & ASSOCIATES, PLLC

/s/ Daniel W. McKay
DANIEL W. MCKAY
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on April 23, 2026, a true and correct copy of the foregoing **DECREE OF DIVORCE** was served upon the following and electronically filed:

<u>PERSON</u>	<u>METHOD OF SERVICE</u>
Heather Erin Delcamp 533 E. 800 N. Spanish Fork, UT 84660 Email: heatherdelcamp47@gmail.com	<input type="checkbox"/> E-Filing (UCJA Rule 4-503) <input type="checkbox"/> U.S. Regular Mail <input type="checkbox"/> Facsimile Transmission <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Personal Service

DATED AND SIGNED this 23rd day of April 2026.

DANIEL W. MCKAY & ASSOCIATES, PLLC

/s/ Kate Moore

Legal Assistant to:
DANIEL W. MCKAY
Attorney for Petitioner