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

In the matter of the marriage of:

SHEA HOGAN CARPENTER,

and

HOLLY KAE CARPENTER.

DECREE OF DIVORCE

Case No.: 264401440

Judge: Shawn R. Howell

Commissioner: Marian Ito

This matter comes before the above-referenced court by way of Petitioner Shea Hogan Carpenter's Verified Petition for Divorce. This Court having reviewed the parties' Settlement Agreement; does hereby find good cause to make and enter this Decree of Divorce, as follows:

JURISDICTION, VENUE AND GROUNDS

1. Jurisdiction. Petitioner Shea Hogan Carpenter ("Shea") is a bona fide resident of Utah County, State of Utah, and has been a resident of this county for the 90 days immediately prior to the commencement of this action.
2. Venue. That venue is proper pursuant to Utah Code Ann. § 78B-3-307 as Respondent Holly Kae Carpenter ("Holly") resides in Utah County.

3. Marriage Statistic. The parties were married on March 15, 1996, in Salt Lake City, Salt Lake County, State of Utah and are now, and have been since that time, husband and wife.

4. Grounds. The parties shall be granted a decree of divorce pursuant to Utah Code Ann. § 81-4-405(1)(h) as irreconcilable differences have arisen between them making their marriage irretrievably broken and impossible to continue.

MINOR CHILDREN

5. There are no minor children, nor are there any minor children expected.

REAL PROPERTY

6. During the marriage, the parties acquired an interest in certain real property located at 525 S. 1100 E., Pleasant Grove, Utah 84062 (the “Real Property”).¹ The Real Property, together with all right, title, and interest of the parties therein—including any and all equity, whether presently existing or subsequently realized—shall be awarded to Holly as her sole and separate property. Holly shall be solely responsible for all encumbrances associated with the Real Property, including but not limited to any mortgage, lien, tax, insurance, and maintenance obligations, and shall indemnify and hold Shea harmless therefrom. Shea shall execute any and all documents reasonably necessary to effectuate the transfer of his interest in the Real Property to Holly.

7. If Shea is presently obligated on any loan or financing secured by the Real Property, Holly shall use her best efforts to assume or refinance such loan solely into her name within one

¹ Parcel Number: 14:043:0056

Legal Description: COM N 0 03' W 912.89 FT & E 6.10 FT FR THE W1/4 COR OF SEC 27, T 5S, R 2 E, SLM ALONG THE ARC OF A CURVE 80.61 FT SAID CURVE HAVING A RADIUS OF 606.38 FT & A CHORD BEARING N 19 18'30" W 80.55 FT; N 79 50' E 132.57 FT; S 30 59' E 85 FT S 79 50' W 150 FT TO BEG. AREA . 26 OF AN ACRE

(1) year of the entry of the Decree, thereby removing Shea from any liability associated therewith. In the event Holly is unable to complete such assumption or refinancing within one (1) year despite good faith efforts, the parties shall cooperate in good faith to explore reasonable alternatives to remove Shea from the obligation, including but not limited to sale of the Real Property.

PERSONAL PROPERTY

8. Vehicles.

a. Award and Allocation of Responsibility.

i. Lexus IS 300. This vehicle shall be awarded to Shea. Shea shall be solely responsible for any outstanding loan balance, monthly payments, insurance, registration fees, and all other costs or liabilities associated with this vehicle, if any. Shea shall indemnify and hold Holly harmless from any and all claims, demands, or liabilities related to this vehicle, including but not limited to the underlying debt.

ii. Toyota Tundra. This vehicle shall be awarded to Holly. Holly shall be solely responsible for any outstanding loan balance, monthly payments, insurance, registration fees, and all other costs or liabilities associated with this vehicle, if any. Holly shall indemnify and hold Shea harmless from any and all claims, demands, or liabilities related to this vehicle, including but not limited to the underlying debt.

b. Transfer of Titles. The parties shall execute and exchange all documents necessary to transfer title to the vehicles awarded herein within thirty (30) days of

the execution of the Settlement Agreement. Each party shall cooperate in completing any required documentation and shall take all actions reasonably necessary to effectuate the transfer of title.

9. Personal Property (Excluding Vehicle). Each party shall be awarded the personal property within their possession as of the entry of the Decree of Divorce. Any dispute regarding the division of personal property may be brought before the Court by motion for resolution. If any item of personal property is encumbered by debt, that debt shall be assigned to the party awarded the personal property; and that party shall indemnify and hold the other party completely harmless therefrom.

FINANCIAL ACCOUNTS

10. Bank/Credit Union Accounts.

- a. Joint Account. Any joint bank and/or credit union accounts held by the parties shall be equally divided based upon the account balances as of the start of day on the date of execution of the Settlement Agreement. Thereafter, the parties shall cooperate in removing one party from any such accounts within thirty (30) days following entry of the Decree of Divorce.
- b. Separate Account. Each party shall be awarded ownership of all bank and/or credit union accounts in their sole name. Neither party shall have any claim or interest in the bank and/or credit union accounts of the other. If any bank and/or credit union accounts are overdrawn or subject to any debt, fees, or penalties, the party retaining the bank and/or credit union accounts shall be solely responsible

for satisfying such obligations and shall indemnify and hold the other party harmless therefrom.

11. Life Insurance Policies. Each party shall be awarded any life insurance policy currently held in their individual name, free and clear of any claim or interest by the other party. Each party shall retain all rights, title, and interest in and to their respective policies, including the right to change beneficiaries, coverage amounts, and policy terms. Neither party shall have any obligation to maintain the other as a beneficiary on any life insurance policy following the entry of the Decree of Divorce, unless otherwise expressly agreed to in writing. Each party shall cooperate, if necessary, in executing any documents required by the insurer to effectuate the terms of this provision.

12. Investment/Retirement Accounts. Each party shall be awarded, as their sole and separate property, any and all retirement accounts, pension plans, deferred compensation plans, annuities, IRAs, 401(k) accounts, investment accounts, brokerage accounts, or similar financial assets held in his or her individual name, free and clear of any right, title, claim, or interest of the other party. Any such account that is subject to an outstanding loan, lien, tax liability, early withdrawal penalty, surrender charge, or other financial obligation shall remain the sole responsibility of the party to whom the account shall be awarded. That party shall indemnify, defend, and hold the other party harmless from any and all claims, losses, liabilities, taxes, penalties, costs, or expenses arising out of or relating to such obligations.

DEBTS

13. Debts.

a. **Joint Debts.** Neither party is aware of any joint marital debt.

b. Separate Debts. Each party shall be solely responsible for any debt incurred in his or her individual name, whether incurred before or after the execution of the Settlement Agreement. Neither party shall incur any debt in the name of the other party. Any debt incurred by a party after the execution of the Settlement Agreement shall remain the sole responsibility of the incurring party.

14. Indemnification. Each party shall indemnify, defend, and hold the other party harmless from any and all claims, demands, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising from any debt assigned to that party under the Settlement Agreement, including any debt incurred by that party after the execution of the Settlement Agreement.

ALIMONY

15. Neither party shall pay to the other any alimony, whether past, present, or future. The parties acknowledge that each is presently gainfully employed, self-supporting, and capable of meeting his or her own reasonable financial needs. Accordingly, each party expressly waives any and all claims to alimony, spousal support, or maintenance of any kind, whether temporary, rehabilitative, or permanent. This waiver of alimony is intended to be full, final, and non-modifiable. Each party understands and agrees that this waiver applies regardless of any future change in circumstances, including but not limited to changes in income, employment status, health, or financial condition.

MUTUAL RESTRAINTS

16. The parties shall be mutually restrained from attempting, committing, or threatening any form of abusive behavior or actions, including but not limited to physical threats of violence, whether directed toward either party, their respective families, or their friends. This includes any

acts or threats of harm, intimidation, harassment, or any other conduct that may cause fear or distress to the other party or their loved ones.

17. The parties shall be mutually restrained from posting, publishing, or otherwise disseminating any statements, comments, images, or information about the other party on any social media platform or in any public forum that are intended to harass, disparage, defame, or cause emotional distress. This provision includes, but is not limited to, posts made directly by a party or indirectly through third parties. Each party shall further be restrained from encouraging or permitting any third party to post such content on their behalf.

18. The parties shall be mutually restrained from disclosing, publishing, or disseminating any confidential or private information of the other party, including but not limited to financial information, personal records, account information, or private communications, except as required by law or as necessary to enforce or comply with the terms of this Agreement. Neither party shall access, attempt to access, or use the other party's personal accounts, electronic devices, or digital information without express authorization. Each party shall further be restrained from providing such information to or encouraging any third party to disclose such information in violation of this provision.

19. The parties shall be mutually restrained from entering the residence, workplace, or vehicle of the other party without first obtaining the consent of the other party.

20. The parties shall be mutually restrained from permitting third parties to engage in any actions that they themselves are prohibited from undertaking herein. Each party shall have an affirmative duty to take reasonable and proactive measures to prevent third parties from violating any terms or provisions set forth herein.

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ATTORNEY'S FEES AND COSTS

21. Each party shall be responsible for his or her own attorney's fees and costs.

MISCELLANEOUS PROVISIONS

22. Name Change. If desired, Holly shall be restored to the use of her maiden name—Holly Adams.

23. Execution of Documents. The parties shall sign and fully execute whatever documents are necessary to implement the provisions contained herein.

24. Certified Copy. The parties shall provide a certified copy of the final Decree of Divorce, and any modifications thereto, to all creditors as set forth in Utah Code Ann. § 81-4-204(1)(e) and Utah Code Ann. § 15-4-6.5 and to effectuate compliance with these statutes.

****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/ Shea Carpenter (signed by Dale Ellsworth with permission granted on 05/08/2026)
SHEA CARPENTER
Petitioner

/s/ Holly Carpenter (signed by Dale Ellsworth with permission granted on 05/08/2026)
HOLLY CARPENTER
Respondent