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IN THE FOURTH JUDICIAL DISTRICT COURT OF MILLARD COUNTY
STATE OF UTAH, FILLMORE DEPARTMENT

Shane B. Crosland,	:	Decree of Divorce
Petitioner,	:	
vs.	:	Civil No. 254700059
Kristi L. Crosland,	:	Judge: Shawn R. Howell
Respondent,	:	
	:	Commissioner: Marla Snow

The Court, having made its Findings of Fact and Conclusions of Law, orders as follows:

1. DECREE OF DIVORCE: The bonds of matrimony and marriage contract between the parties are dissolved, and the parties are awarded a Decree of Divorce based upon irreconcilable differences to become absolute and final upon entry by the Court.
2. ISSUE OF MARRIAGE: The parties have no minor children and none are expected.
3. ALIMONY: Respondent is awarded alimony in the amount of \$1,750 per month for a period of seven (7) years, commencing July 1, 2026. Alimony is due one-half on the 5th and one-half on the 20th of each month. Alimony is terminated upon payment for seven (7) years, the

death of either party, Respondent's remarriage, or Respondent's cohabitation as defined under Utah law, whichever occurs first.

4. MEDICAL INSURANCE: Each party is responsible for their own medical insurance.

5. REAL PROPERTY: Respondent is awarded the marital home at 240 South Main Street, Fillmore, Utah.

a. Respondent is awarded exclusive use, possession, and occupancy of the marital home together with any water shares relating thereto. Respondent is solely responsible for payment of the mortgage, property taxes, homeowner's insurance, utilities, maintenance, repairs, and all other expenses associated with the marital home.

b. The marital home is valued at \$280,000. After deducting the existing mortgage balance of approximately \$102,000, the equity in the marital home is \$178,000.

c. So long as Petitioner remains obligated on the existing mortgage, neither party may further encumber the marital home.

d. Respondent shall refinance, assume, or otherwise remove Petitioner from all liability associated with the mortgage within twelve (12) months.

e. Upon successfully removing Petitioner from the mortgage, Respondent is awarded all right, title, interest, and equity in the marital home.

f. In the event the mortgage company requires the execution of a quit claim deed to complete the assumption, Petitioner shall execute a quit claim deed transferring all his remaining right, title, and interest in the marital home to Respondent. Petitioner shall

immediately be placed back on the title after the assumption, and will execute a second quit claim deed after his name has been removed from the mortgage.

g. In the event Respondent fails to remove Petitioner from liability on the mortgage within twelve (12) months, the marital home shall immediately be listed for sale with a licensed real estate agent mutually agreed upon by the parties.

h. The parties shall follow the recommendations of the agent regarding listing price, price adjustments, and consideration of offers. Respondent shall have the option of remain in the home during the listing period and shall continue to be responsible for the mortgage and all related expenses until the sale is completed. Respondent shall maintain the home in good showing condition and cooperate with showings. Upon the sale of the home, the net proceeds shall be distributed as follows:

- i. First, to pay the costs of sale (including agent commissions and closing costs);
- ii. Second, to satisfy the outstanding mortgage balance;
- iii. Third, the remaining proceeds shall be awarded to Respondent.

6. Vehicles: The parties acquired vehicles during the marriage, which are awarded as follows:

<i>Vehicle Description</i>	<i>Awarded to:</i>
2015 Hyundai Sonata	Kristi
2009 Dodge Truck	Shane

2016 Arctic MPV	Kristi
2014 Travel Trailer	Shane

- a. The parties shall sign over the title to any vehicle(s) awarded to the other within thirty (30) days. The parties shall also give the other any keys, or key fobs for those vehicle(s) within the same thirty (30) days. Each party shall be responsible for making sure that any vehicle awarded to them is properly registered in their own name after the transfer.
- b. Each party shall be solely responsible for any debts, liabilities, and auto insurance related to the vehicle(s) awarded to them and shall hold the other party harmless therefrom.
- c. The 2014 travel trailer has a loan with approximately \$6,041 owing, which Petitioner shall assume and pay, holding Respondent harmless therefrom. Petitioner shall pay off the trailer loan within six (6) months.

17. PERSONAL PROPERTY: Respondent shall scan and email to Petitioner all of Petitioner's personal records by August 31, 2026. All other personal property is awarded to the party in possession of the same.

8. BANK ACCOUNTS: Each party is awarded the bank accounts in his or her name, free and clear of any claim by the other.

9. RETIREMENT ACCOUNTS: The parties acquired retirement accounts prior to and during the marriage, which are awarded as follows:

<i>Financial Institution</i>	<i>Approx. Balance</i>	<i>Awarded to</i>
John Hancock 401(k) Retirement Account	\$328,285.16	See subparagraphs (a) – (c) below

401(k) Retirement Account	\$25,033.78	Kristi
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a. Respondent is awarded \$70,000 from the John Hancock 401(k) retirement account as a property settlement to equalize the division of the assets herein. Petitioner is awarded the remaining balance in the John Hancock 401(k) retirement account. Respondent's \$70,000 is subject to gains or losses due to market fluctuation through the date the division of the account occurs.

b. Petitioner shall arrange to have an attorney prepare the Qualified Domestic Relations Order (QDRO) at Petitioner's expense. The parties shall mutually cooperate in releasing the necessary information for the preparation of the QDRO.

10. DEBTS: The parties' marital debts are allocated as follows:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
Rocket Mortgage (home mortgage)	\$102,000	Kristi
AFCU (Travel Trailer loan)	\$6,041.00	Shane
Credit Cards in Shane's Name	Balance	Shane
Credit Cards in Kristi's Name	Balance	Kristi

a. Joint Accounts. Neither shall incur any additional liability on joint credit cards or any joint accounts.

b. Other Debts. All other debts and obligations are the sole responsibility of the party who incurred the debt.

c. Creditors. Creditor claims as to any marital debt remain unchanged unless otherwise provided by contract, or until a new contract is entered into between the creditor and the debtor individually.

d. Notification to Creditors. Each party may notify their respective creditors regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

e. Delinquency in Payments. Each party must remain current on all debts allocated to him or her. A party who makes payment on a delinquent debt in order to protect his/her credit rating, is entitled to reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

11. DEEDS & TITLES: Each party must sign whatever documents are necessary to transfer title and quit claim deeds or any other documents that are necessary to implement the terms of this Decree.

12. MUTUAL RESTRAINING ORDER: The parties are mutually restrained from annoying, stalking, harming, harassing, or threatening the other party. Neither party may enter the residence of the other party without permission. Each party is restrained from posting any stories, pictures, or statements about the other party on any social media sites. Each party is mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and has the affirmative duty to use his/her best efforts to prevent third parties from such violations.

13. FORMER NAME: Kristi may change her name to Kristi Leigh Higgins, should she desire.

14. IDENTITY: Neither party may use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

15. EXECUTION OF FINAL DOCUMENTS: Each party shall execute all documents that are necessary to implement the provisions of this Decree of Divorce.

24. ATTORNEY FEES & COSTS: Each party shall pay his/her own costs and attorney fees incurred in this action.

Effective as of the date and time set forth on the Court's seal on page 1 above.

Prepared and submitted this 15th day of July 2026 by:

/s/ Jens P Nielson

Jens P Nielson
Attorney for Petitioner

Approved as to form:

/s/ *Trent Cahill*
Signed with permission.

Trent Cahill
Attorney for Respondent