

Christiana Wagstaff
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In the Court of Utah

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Christiana Wagstaff

(name of Petitioner)

and

Tyson Gee Wagstaff

(name of Respondent)

Other parties (if any)

Divorce Decree

264401466

Case Number

Porter

Judge

Ito

Commissioner (domestic cases)

The court decrees:

Divorce

1. Christiana Wagstaff is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Christiana Wagstaff. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Christiana Wagstaff** and **Tyson Gee Wagstaff** do not have any children together.

- We do not have any children together who are minors. A minor is a child under 18 who has not been married or otherwise emancipated.
- We are not expecting a child.
- We do not have incapacitated adult children together who are eligible for child support, or, **Christiana Wagstaff** is not asking for child support for any adult child who is eligible for child support.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

3. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

4. Vehicles will be divided as follows:

a.

Year: **2017**
Make: **GMC**
Model: **Acadia**
VIN: **1GKKNXLS0HZ166093**
Owner (before divorce): **Christiana Wagstaff**
Current value: **\$9,445.00**
Amounts Estimated: **yes**
Basis of Estimation: **Edmunds**
Ownership After Divorce: **Christiana Wagstaff**
Loan: **N/A**

b.

Year: **2019**
Make: **GMC**
Model: **Truck**
VIN: **N/A**
Owner (before divorce): **Tyson Wagstaff**
Current value: **\$65,000.00**
Amounts Estimated: **yes**
Basis of Estimation: **Edmunds**
Ownership After Divorce: **Tyson Gee Wagstaff**

I.

Lender: **American First Credit Union**
Address: **Orem, UT**
Date Acquired: **N/A**

Amount Owed: **\$35,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **Information Tyson has shared with me.**

Monthly Payment: **N/A**

The debt will be paid as follows: **Tyson Gee Wagstaff will pay the entire debt.**
Tyson Gee Wagstaff will provide a copy of the divorce decree to the lender.

c.

Year: **2010**

Make: **Audi**

Model: **Hatchback**

VIN: **N/A**

Owner (before divorce): **Tyson Wagstaff**

Current value: **\$10,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **Edmunds**

Ownership After Divorce: **Tyson Gee Wagstaff**

Loan: **N/A**

5. This other property will be divided as follows:

a.

Description: **Palomino 2016 Camper**

Owner: **Tyson Wagstaff**

Date acquired: **N/A**

Current value: **\$10,995.00**

Estimated: **yes**

Basis of estimation: **Sales price of similar on internet**

Ownership after divorce: **Tyson Gee Wagstaff**

i.

Lender: **American First**

Address: **Unknown**

Amount Owed: **\$10,000.00**

Responsibility after divorce: **Tyson Gee Wagstaff will pay the entire debt.**
Tyson Gee Wagstaff will provide a copy of the divorce decree to the lender.

b.

Description: **Can-Am Outlander ATV**

Owner: **Tyson Wagstaff**

Date acquired: **N/A**

Current value: **\$5,000.00**

Estimated: **yes**

Basis of estimation: **Sales price of similar on internet**

Ownership after divorce: **Tyson Gee Wagstaff**

Loan: **N/A**

c.

Description: **Lamar Dump Trailer**

Owner: **Tyson Wagstaff**

Date acquired: **N/A**

Current value: **\$12,000.00**

Estimated: **yes**

Basis of estimation: **Internet sales of similar item**

Ownership after divorce: **Tyson Gee Wagstaff**

Loan: **N/A**

d.

Description: **Tempur-Pedic Adjustable California King Mattress**

Date acquired: **N/A**

Current value: **\$8,500.00**

Estimated: **yes**

Basis of estimation: **Internet sales of similar item**

Ownership after divorce: **Tyson Gee Wagstaff**

Loan: **N/A**

e.

Description: **Massage Chair**

Date acquired: **N/A**

Current value: **\$10,000.00**

Estimated: **yes**

Basis of estimation: **Internet sales of similar item**

Ownership after divorce: **Tyson Gee Wagstaff**

Loan: **N/A**

6. **Christiana Wagstaff** will receive the following property:

a. **Sauna, Treadmill, bedroom TV, bathroom TV, Bedframe, Bench/weight rack, mirror, bedroom chair, bench, Carpet Cleaner, Holiday Décor, Mixer, Blender, kitchen counter chairs, Pink Cooler, Mugs, front patio furniture, little fireplace,**

7. **Tyson Gee Wagstaff** will receive the following property:

a. **Leather Couch, 75" TV, two other TVs, Tool Chest and all Tools, Kitchen Table/chairs, Hutch, Coffee Table, Front room couches, Back patio furniture, trampoline, Camping supplies, Safe, guns, laptop, nightstands**

Debts

8. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Installment Loan Debt

a.

Account Number: **2101**

Institution Name: **Mohela**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$48,022.00**

Minimum Monthly Payment (in US Dollars): **\$583.39**

Owner: **Christiana Wagstaff**

The debt will be paid as follows: **Christiana Wagstaff will pay the entire debt.**

Christiana Wagstaff will provide a copy of the divorce decree to the lender.

Real property

9. The parties acquired the following real property during the marriage:

a.

Description: **House**

Address: **940 W 875 S, Lehi, Utah , Utah 84043 United States**

Tax ID: **36:983:0440**

Legal Description: **LOT 440, PLAT G, CHAPPEL VALLEY PRD PHASE II
SUBDV. AREA 0.230 AC.**

Date property acquired: **Jul 25, 2021**

Names on title: **Christiana Wagstaff and Tyson Wagstaff**

Original cost: **\$555,000**

Current value: **\$616,000.00**

Property values estimated: **no**

Disposal: **The parties hereby stipulate and agree as follows: 1. The marital residence located at 940 W. 875 S. Lehi, Utah 84043 shall be listed for sale with a licensed real estate broker within fourteen (14) days of the entry of the Decree of Divorce. The parties shall list the Property with Laticia Elizondo of Unity Group Real Estate. If this agent becomes unavailable, the parties shall mutually agree upon a replacement agent within three (3) days. If they cannot agree, either party may immediately request that the Court appoint or authorize a licensed real estate agent to list the Property. 2. Respondent shall have exclusive occupancy of the Property until the sale closes, as Petitioner has already vacated the Property. Respondent shall maintain the Property in excellent, clean, and professional "show-ready" condition at all times.**

Respondent shall cooperate fully with all marketing efforts and shall vacate the premises for all scheduled buyer showings or open houses upon receiving a two (2) hour notice from the listing agent. 3. The initial listing price and any subsequent price reductions shall be based upon the recommendation of the listing real estate agent unless the parties agree otherwise in writing. 4. Until the Property is sold and the sale closes, Respondent shall be solely responsible for the timely payment of: the monthly mortgage payment; property taxes; homeowner's insurance; utilities; and routine maintenance. Respondent shall promptly complete any reasonable repairs necessary to facilitate the sale. If a buyer's home inspection reveals required major repairs exceeding \$1,000 in total, such repairs may be paid out of the gross sale proceeds at closing upon written agreement of the parties or recommendation of the listing agent. Neither party shall intentionally diminish the value of the Property. 5. At closing, all mortgages, liens, real estate commissions, prorated taxes, customary closing costs, and other expenses of the sale shall be paid from the gross sale proceeds. The remaining net proceeds shall be divided equally, with each party receiving fifty percent (50%). 6. Both parties shall cooperate in good faith and shall promptly execute all documents reasonably necessary to complete the transaction. If Respondent fails to maintain the home in show-ready condition, blocks showings, refuses to sign documents, or otherwise cooperates in bad faith, Petitioner may seek an emergency order from the Court compelling compliance, requesting attorney fees, and/or granting Petitioner exclusive control of the sale. The Court shall retain jurisdiction to enforce this stipulation and resolve any disputes concerning the sale of the Property or the distribution of the sale proceeds.

i.

Creditor: N/A

Names on mortgage: Christiana Wagstaff and Tyson Wagstaff

Date mortgage acquired: May 3, 2021

Mortgage balance: \$452,274.00

Monthly payment: \$2,961.00

Mortgage values estimated: no

This mortgage will be paid as follows after the divorce: Beginning immediately, the parties agree that Respondent shall be solely responsible for making the full monthly mortgage payment on the marital residence located at 940 W 875 S, Lehi, Utah, including principal, interest, taxes, insurance, and all related housing expenses until the sale of the home. Tyson Gee Wagstaff will provide a copy of the divorce decree to the lender.

Business interests

10. The parties' ownership interests in business will be divided as follows:

a.

Business Name: **Wagstaff Handyman Services**
Description: **Contractor**
Phone: **(801) 361-3265**
Address: **940 W 875 S, Lehi, Utah 84043 United States**
Total Value: **\$0**
Percent owned by Petitioner: **0%**
Percent owned by Respondent: **100%**
Percent owned by Petitioner after divorce: **0%**
Percent owned by Respondent after divorce: **100%**

Alimony

11. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

12. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

13. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **0834**
Plan Name: **401K**
Plan Administrator: **URS**
Company Name: **URS**
Address: **PO Box 1590 Salt Lake City UT 84110**
Date Opened: **Dec 1, 2015**
Plan Value: **\$12592.63**
This plan is in the name of: **Christiana Wagstaff**
Divide as follows: **The entire account should be awarded to Christiana Wagstaff.**

Retirement money - pensions

14. The parties have retirement money. The owner of the retirement money (Plan Participant) must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This

includes signing any forms needed for release of the information to the other party (Alternate Payee).

15. In the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **0834**

Plan Name: **Tier 2 DB Hybrid Local Government**

Plan Administrator: **URS**

Company Name: **Utah Retirement System (URS)**

Address: **PO Box 1590 Salt Lake City, UT 84110**

Date Opened: **Dec 1, 2015**

Plan Value: **\$854.3**

This plan is in the name of: **Christiana Wagstaff**

Divide as follows: **The entire account should be awarded to Christiana Wagstaff.**

Additional provisions

16. The parties will adhere to the following additional provisions:

a.

Additional Provision: Individual Responsibility for Debts Each party shall be solely responsible for any and all debts, liabilities, or financial obligations incurred in their own name, whether before or after separation, including but not limited to credit cards, personal loans, lines of credit, medical bills, or other financial accounts. Petitioner's Debts The Petitioner shall be solely responsible for payment of all debts, loans, and financial obligations that are in the Petitioner's name only, or that were incurred by the Petitioner individually, and shall hold the Respondent harmless therefrom. Respondent's Debts The Respondent shall be solely responsible for payment of all debts, loans, and financial obligations that are in the Respondent's name only, or that were incurred by the Respondent individually, and shall hold the Petitioner harmless therefrom.

Duty to sign documents

17. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Name after divorce

18. **Christiana Wagstaff** changed **her** name when the parties married. **Christiana Wagstaff's** name will be **Christiana Phinney** after the divorce.

Judge's signature may instead appear at the top of the first page of this document.

9/22/26

Date

Signature ►



Judge

Denise M Porter

Signature ►

Date

Commissioner

Approved as to Form.

Other Party
Signature ►

A handwritten signature in black ink, appearing to read "Tyson Gee Wagstaff".

Other Party
Name Tyson Gee Wagstaff

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Tyson Gee Wagstaff**

Method of service: **Email**

Address: **whatwouldjackbdo@gmail.com**

Date of Service: **Jul 29, 2026**

07/29/2026

Date

Signature ►

A handwritten signature in black ink, appearing to read "Christiana Wagstaff".

Printed
Name

Christiana Wagstaff