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**IN THE SECOND JUDICIAL DISTRICT COURT  
DAVIS COUNTY, STATE OF UTAH**

IN THE MATTER OF THE MARRIAGE  
OF

BARTHOLOMEW D. ARTZ,

Petitioner,

vs.

JESSICA M. ARTZ,

Respondent.

**DECREE OF SEPARATE  
MAINTENANCE**

(Approved for Entry)

Civil No. 264700441

Judge Joseph Bean  
Commissioner Julie Winkler

The above entitled matter came before the Court by *Affidavit* of Petitioner and based upon the stipulation of the parties. The Court having considered the terms and provisions of the *Stipulation for Entry of Decree of Separate Maintenance* executed by the parties and finding the same to be reasonable, having considered the affidavit testimony of Petitioner, and being familiar with the papers and pleadings on file herein, and having previously entered its *Findings of Facts and Conclusions of Law*, now therefore makes and enters the following:

**DECREE OF SEPARATE MAINTENANCE**

**STATUTORY AUTHORITY, RESIDENCY, JURISDICTION & VENUE.**

Jurisdiction is proper in that both parties are or have been for more than three months

immediately prior to the commencement of this action, residents Davis County, State of Utah. Venue is proper in accordance with UCA 81-4-203.

MARRIAGE. Petitioner and Respondent are husband and wife, having been married on October 9, 2010 in Quincy, California.

GROUND. During the course of the marriage irreconcilable differences have developed between the parties, to the point that the parties are residing in separate residences at the present time and will continue to do so.

DECREE OF SEPARATE MAINTENANCE. The parties are hereby granted a Decree of Separate Maintenance. The marriage of the parties is not terminated and shall continue during the joint lives of the parties unless terminated by further order of the Court.

CHILDREN. There are no minor children born as issue of this marriage and none are expected.

HEALTH INSURANCE. The parties have agreed to this procedure of separate maintenance so that Petitioner may continue health care coverage through Respondent's employment with the State of Utah, Division of Child and Family Services. That insurance coverage shall continue after entry of the Decree of Separate Maintenance and Petitioner shall pay his own out-of-pocket costs relating to that insurance. Petitioner shall continue to be eligible for COBRA coverage in the event of Respondent's change of employment or any other event affecting his ability to continue on Respondent's insurance.

FINALIZATION OF FINANCIAL ISSUES. It is the intent of the parties to separate and finalize all financial issues of any kind existing between them on a permanent basis. By utilizing the Decree of Separate Maintenance, Petitioner's continued health insurance coverage is the only exception. Accordingly, all known assets are divided under the terms of their Stipulation. Each party has agreed that the terms and provisions of their Stipulation are fair and reasonable. Further, each party has released all dower, curtesy, homestead rights, as well as claim to any equitable distribution in the assets or property awarded to the other. Each renounced any right he/she may have to the administration of the other's estate.

ALIMONY/SPOUSAL SUPPORT. Neither party is awarded alimony or spousal support from the other. The parties are each fully employed and capable of meeting their own needs without assistance from the other. Petitioner is employed by Davis County Housing Authority. Respondent is employed by the State of Utah, Division of Child and Family Services (DCFS). Each party has waived and relinquished any claim for alimony against the other, now and in the future, regardless of his/her circumstances.

PERSONAL PROPERTY, AUTOMOBILES & FURNISHINGS, FIXTURES, ETC. The parties have divided personal property, automobiles, furnishings, fixtures, etc. Each party is awarded the property in his/her possession, free of any claim by the other. Specifically, automobiles are awarded as follows:

Petitioner is awarded the 2012 Mazda 3, with an approximate value of \$9,000.00  
and the 2011 Ford F150 Truck, with an approximate value of \$17,000.00.

Respondent is awarded the 2024 Jeep Cherokee, with an approximate value of \$47,000.00.

Each party shall bear and pay all expenses, maintenance, insurance, loans, etc. pertaining to the vehicle(s) awarded to him/her and shall indemnify, defend and hold the other party harmless therefrom.

REAL PROPERTY. During the course of their marriage, the parties acquired a marital residence and real property located at 2916 West 2075 South, Syracuse, Davis County, Utah. The property is currently encumbered by a mortgage obligation. Petitioner is awarded the marital residence, free of any claim by Respondent. He is solely responsible for the mortgage obligation, insurance, property taxes, upkeep, utilities, maintenance, etc. Respondent has executed a Quit-Claim Deed which has been recorded.

FINANCIAL ACCOUNTS. Respondent is awarded the entire financial account at America First Credit Union, in the approximate amount of \$97,000.00. Petitioner has waived and relinquished any right he has to those funds. If not already accomplished, Petitioner shall immediately transfer that amount to Respondent, free of any claim by Petitioner.

RETIREMENT ASSETS. Each party is awarded his/her own retirement accounts and assets, free of any claim by the other party. Each party has waived any claim he/she may have against the other party's retirement accounts and assets.

DEBTS & OBLIGATIONS. During the course of their marriage, the parties have accumulated debts and obligations, including a home mortgage. As indicated

above, Petitioner shall be solely responsible for that obligation. Each party shall be responsible for his/her own automobile as set forth above. Any credit card or other debt shall be paid solely by the individual responsible for the debt.

TAX ISSUES. The parties have filed joint taxes for 2025 and no order is necessary. Each party shall be responsible for his/her own taxes beginning in 2026 and continuing thereafter.

INDEMNIFICATION. Each party is ordered to indemnify, defend and hold harmless the other from any obligation in his/her own name or any obligation assigned

ATTORNEY FEES. Petitioner is solely responsible for attorneys fees incurred in drafting and filing this separate maintenance action.

CONTINUATION OF DECREE. The Decree of Separate Maintenance will continue in force and effect until further order of the Court. Either party may request that the Court review or modify the Decree of Separate Maintenance at any time by filing a Request for review or modification. However, the terms and provisions of the division of personal property, real property, financial assets and retirement assets shall remain in full force and effect and be incorporated into any subsequent document.

FULL DISCLOSURE. The parties have warranted and agreed that they have not hidden any marital assets and have disclosed to each other all of their properties of any kind and wherever located.

REPRESENTATION. Respondent acknowledged that attorney D. Michael Nielsen did not represent her interests and represented only the interests of Petition in this matter.

PARTIAL INVALIDATION. Shall any portion of their Stipulation be held by a court of law to be invalid or unenforceable, such holding will not have the effect of invalidating the remainder of their Stipulation.

NECESSARY SIGNATURES. It is reasonable and proper that in the final Decree in this matter each party is ordered to sign all papers, documents, titles, deeds and any other document necessary to effect any of the provisions of the Decree including but not limited to the transfer of real or personal property.

**Electronically DATED, SIGNED AND ENTERED BY THE COURT,  
as shown at the top of this Order.**

Approved for Entry by the Court:

*/s/ Bartholomew D. Artz*

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Bartholomew D. Artz, Petitioner  
Signed in person on or about April 3, 2026

Approved for Entry by the Court:

*/s/ Jessica M. Artz*

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Jessica M. Artz, Respondent  
Signed in person on or about April 3, 2026

