



PRIVATE DOCUMENT PER U.R.J.A. SECTION 4-202.02(4)(B)(i)

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**IN THE SECOND DISTRICT COURT, FARMINGTON DEPARTMENT  
IN AND FOR DAVIS COUNTY, STATE OF UTAH**

800 West State Street  
Farmington, Utah 84025

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IN THE MATTER OF THE MARRIAGE OF:

DAVID MCBRIDE,

Petitioner,

and

MARILEE MCBRIDE,

Respondent.

**JUDGMENT AND  
DECREE OF DIVORCE**

Civil No. 254701262  
Judge Michael Edwards  
Commissioner Julie Winkler

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This matter is submitted to the Court pursuant to the Stipulation and Property Settlement Agreement ("Stipulation") entered into by Petitioner, David McBride ("David") and Respondent, Marilee McBride ("Marilee"). The Court having reviewed the Stipulation, pleadings on file, and being fully advised in the premises, and having heretofore made and entered its Findings of Fact and Conclusions of Law, now makes and enters the following:

**JUDGMENT AND DECREE**

It is hereby ORDERED, ADJUDGED and DECREED as follows:

1. That the parties are hereby awarded a decree of divorce, and the bonds of matrimony

that have heretofore existed between Marilee and David are hereby dissolved upon signature by the Court.

2. The parties have entered into a written Stipulation which the Court finds to be fair and equitable and adopts, approves and incorporates the same as the Court's Order as follows:

#### **WAITING AND INTERLOCUTORY PERIOD**

3. Any waiting and/or interlocutory period provided by Utah Code Ann. § 81-4-406(5)-(6) shall be waived because David and Marilee feel there is no chance they will resume a husband and wife relationship and that it is in the parties' best interest for the decree to be final upon signature by the Court.

#### **PERSONAL PROPERTY**

4. The personal property of the parties has already been divided and each party shall be awarded the property presently in his/her possession.

#### **DIVISION OF VEHICLES**

5. During the parties' marriage, the parties acquired certain vehicles.

6. Marilee shall be awarded the 2022 Rogue, and shall be responsible for any and all obligations including, but not limited to, insurance, debt payment, and maintenance and shall indemnify and hold David harmless therefrom.

7. David shall be awarded the 2022 Nissan Altima, and shall be responsible for any and all obligations including, but not limited to, insurance, debt payment, and maintenance and shall indemnify and hold Marilee harmless therefrom.

#### **REAL PROPERTY**

8. The parties acquired real property located at 1167 Deerfield Drive, Centerville, UT 84014 ("Property"). The parties also acquired real property located at 3800 South 1900 West, Roy, UT 84067 ("Roy Property").

9. The Roy Property shall be awarded to David free and clear of any claim by Marilee.

10. The Property shall be listed for sale on the real estate market as close to April 1, 2026 as possible with Ken Averett as the realtor.

11. Until the Property is sold, Marilee shall be awarded the exclusive use and possession of the Property. David will continue to pay mortgage payment, including insurance, property taxes and utilities associated with the Property until the Property is sold. Once the Property is sold, the first \$14,000 shall be distributed to Marilee to reimburse her for the inheritance David used to obtain his trailer. Once Marilee has received \$14,000 from the Property sale, the parties shall pay off the mortgage and line of credit, along with any 'costs of sale' (which would only include realtor fees, title fees, agreed upon concessions and any agreed upon repairs). Any remaining equity shall be divided equally between the parties.

12. The parties shall cooperate with the realtor in anything necessary to accomplish the sale of the Property. The parties will follow the advice of the realtor regarding the sale, and each party shall each be responsible for ½ of any repairs on the Property only if they are agreed to in advance and in writing.

#### **BANK AND INVESTMENT ACCOUNTS**

13. The parties shall keep their own individual bank and investment accounts, along

with any cash they may currently have in their possession, free and clear of any claim by the other party.

### **DEBTS**

14. During the course of the parties' marriage, they acquired the following debts:
- a. Line of credit with America First Credit Union (account ending 3419), that was used to make repairs and updates to prepare the Property for sale. David shall continue to make monthly payments on this debt pending the sale of the Property. Upon the sale of the Property, the first proceeds from the sale shall be used to pay off the line of credit prior to dividing any proceeds between the parties.
  - b. If any other debts exist, said debts shall be the sole responsibility of the party whose name the debt was incurred and is presently held.
  - c. The parties will each be responsible for any and all debts and obligations incurred individually by them since the date of separation, and shall hold the other party harmless therefrom.

### **HEALTH INSURANCE**

15. Both parties presently receive medical insurance benefits through employment and/ or Medicare. Each party shall be responsible for any insurance premiums and out-of-pocket expenses incurred in their individual respective names.

### **TAX ADVICE**

16. The parties have been advised to seek their own advice regarding the tax treatment and tax consequences resulting from this Agreement. Each Party has either

sought such advice or made an informed decision not to seek such advice, and each party acknowledges that they are not relying upon the advice of legal counsel as to the tax consequences of entering into this Agreement.

### **INCOME TAXES**

17. The parties will file separate income tax returns for the year 2025 and going forward.

### **RETIREMENT**

18. During the course of the marriage David acquired certain retirement accounts and benefits.

19. Marilee is awarded one-half (1/2) of the value of David's retirement and pension accounts. David attests that he has no retirement account(s) or other investment accounts with his current employment with Old Dominion. David's retirement and pension accounts shall be divided equally pursuant to a Utah Qualified Domestic Relations Order in accordance with Woodward v. Woodward, 656 P.2d 431 (Utah 1982), and the Employee Retirement Income Security Act, 29 USC §§ 1001 et seq. David shall immediately sign any and all documents necessary to transfer a one-half (1/2) interest in said accounts to Marilee. Any retirement accounts that Marilee may have is awarded to her free and clear of any claim by David, except for David's inherited IRA, which is awarded to David.

20. The parties acknowledge that Social Security benefits are governed by federal law and are not divisible by the Court. The parties acknowledge that, under applicable federal law, Marilee may be entitled to receive divorced spouse Social Security benefits based

upon David's earnings record, provided statutory eligibility requirements are met. Any such benefits received by Marilee shall not reduce, diminish, or otherwise affect the benefits payable to David. Nothing in this Decree shall be construed as a waiver of Marilee's right, if any, to apply for and receive Social Security benefits based upon David's earnings record pursuant to federal law. Eligibility, timing, and benefit amounts shall be determined exclusively by the Social Security Administration. The parties shall reasonably cooperate in providing information necessary for such application.

#### **ALIMONY**

21. David has the ability to pay alimony and Marilee has a need for alimony.
22. David shall pay temporary alimony to Marilee in the amount of \$1,000 per month due and payable one-half (1/2) on the 5<sup>th</sup> day of each month and one-half (1/2) on the 20<sup>th</sup> day of each month. David shall continue to pay alimony for a period of 24 months. Said alimony payments shall begin the month after the Property sells.

#### **MAIDEN NAME**

23. Marilee shall have the option of being restored to her the maiden name of "Murray" and Marilee may choose to assume her legal name of "Murray" but she shall be under no obligation to do so.

#### **ATTORNEYS FEES AND COSTS**

24. David shall pay Marilee \$4,000 toward the attorney fees and costs she has incurred in this divorce action. Said amount will be paid from the proceeds of the sale of the Property.

#### **MISCELLANEOUS PROVISIONS**

25. Each party shall promptly at any time or times required, make, execute and deliver any releases, documents and instruments that may be necessary to carry out into effect the covenants, conditions and provisions contained in this Judgment and Decree of Divorce in this matter.

26. This is a complete settlement of all rights that either party may have in the other's property, whether presently existing or hereafter acquired.

27. All property and money received or retained by each party pursuant to this Judgment and Decree of Divorce shall be the separate property of such party free and clear of any right, interest or claim of the other party, and each party shall thereafter own, have and enjoy, independently of any claim or right of the other party, all items of real and personal property then or thereafter belonging to him or her, and each party shall have the right to deal with or dispose of his or her separate property, both real and personal, fully and effectually, in all respects and for all purposes. Each party, after the entry of this Judgment and Decree of Divorce shall be solely responsible for all debts incurred by him or her. Neither party shall thereafter incur any debts, obligations or liabilities on the parties' credit or do anything for which the other party may be legally liable. Each party shall indemnify and hold harmless the other from any debts, obligations or liabilities that may exist or come into existence in violation of the foregoing.

28. Each party has represented and warranted that he or she has made a full, complete, and accurate disclosure of all assets, liabilities, income, and financial interests of any kind, whether held individually or jointly, and whether held directly or indirectly.

Each party has acknowledged that these disclosures are material and have been relied upon by the other party in entering into the Stipulation. If, at any time after entry of this Decree, it is discovered that a party failed to disclose any asset or financial interest existing as of the date of the Stipulation, whether intentionally or unintentionally, the undisclosed asset shall be awarded in its entirety to the non-disclosing party's spouse as his or her sole and separate property. In addition, the non-disclosing party shall be responsible for any costs, fees, or expenses incurred in locating, recovering, or litigating the undisclosed asset, including reasonable attorney's fees. If a party brings an action alleging that an asset has not been disclosed and the claim is found by the Court to be without merit, the party alleging that an asset was not disclosed shall pay the other party's attorney's fees and costs. Any undisclosed asset worth less than \$1000 at the time of signing of this Decree of Divorce shall be exempted from this provision.

-----END OF ORDER-----

**Date and signature of Court to appear at top of first page**

APPROVED AS TO FORM:

/s/ Eliza Van Ornum\*

Eliza Van Orman, *Attorney for Petitioner*

*\*electronically signed with approval*

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