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Mediator

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

IN THE MATTER OF THE MARRIAGE OF:

Jennifer Henriod,
Petitioner,

and

Shane Henriod,
Respondent.

DECREE OF DIVORCE

Civil No. 264701099
Honorable Ronald Russell
Commissioner Julie Winkler

Jennifer Henriod (Hereinafter “Jennifer”), having filed an action for divorce in the above entitled matter and the parties having come to an agreement as to the matters previously at issue between them, with regards to Property Settlement Agreement memorializing the terms of their agreement; pursuant to URPC 2.4 which states, “A lawyer serving as a mediator in a mediation in which the parties have fully resolved all issues: ... with the informed consent of all parties confirmed in writing, may record or may file the documents in court, informing the court of the mediator's limited representation of the parties for the sole purpose of obtaining such legal approval as may be necessary”; and the Court having reviewed the Petition for Decree of

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Divorce, together with all the pleadings herein and being fully advised in the premises, now enters the following:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Jennifer shall be awarded a divorce against Shane Henriod (Hereinafter “Shane”), on the petition filed herein, with the Decree to become final upon signing and filing by the Court.

PROPERTY SETTLEMENT AGREEMENT

2. Alimony. The parties have agreed to the following for Alimony:
 - a. Amount. Shane shall pay Jennifer \$1,250.00 per month.
 - b. Start Date. Alimony shall begin the first month following the sale of the marital home.
 - c. End Date. Alimony shall continue to be paid each month until the first of the following occur:
 - i. Jennifer cohabitates with a romantic partner;
 - ii. Jennifer re-marries;
 - iii. Jennifer/ Shane’s death; or
 - iv. If none of the above occur, alimony shall be paid for a period of 90 months.
3. Real Property. The real property acquired during the marriage shall be divided as follows:
 - a. 2073 E 1275 N., Layton, UT 84040
 - i. Possession. Both parties will continue to reside in this property until it is sold. The parties shall be jointly responsible for any and all

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debts and obligations associated with the home (i.e. mortgage, utilities, etc.).

1. The parties shall mutually agree on a realtor to use in assisting the sale of the home. The parties shall defer to the expertise of the realtor in relation to any sales strategies including pricing, staging, repairs, etc.
- ii. Equity. The equity therein shall be divided equally amongst the parties. To calculate both parties' equity shall use the following:
 1. Value. When the home is sold, the sale price of the home shall be used to calculate the valuation of the home.
 2. Calculation. Equity shall then be calculated by taking the value of the home and reducing that amount by the cost (i.e. appraisal fees, loan origination fees, realtor fees, suggested repairs by the Realtor, title fees, etc.) and/or any and all debts associated with/secured by the home (i.e., mortgage, liens, etc.) Such calculation is depicted as follows: $\text{Value} - \text{Costs} - \text{Debts} = \text{Equity}$. The debts to be included in the calculation herein will be set forth in detail herein-below.
 3. Timing. Such calculation shall occur at the time of payout (i.e. if the value of the home has gone up/down since the Decree, both parties shall share in the increase/decrease).

iii. Terms. The party awarded possession shall (1) pay to the other party their share of the equity; and (2) remove the other party's name from any debts (i.e., mortgage, liens, etc.) associated with or secured by the Property. Such should be done within 90 days of the Decree of Divorce having been entered. Upon doing so (i.e., at closing) the party awarded possession shall be awarded sole ownership of the property, free and clear of and rights/interests of the other party.

iv. Default. In the event the party awarded possession of the home does not satisfy the terms listed above, the home shall immediately be listed for sale with an agreed-upon Realtor. If they fail to do so, the other party shall be allowed to proceed with the eviction process as outlined by Utah Law, and the non-defaulting party shall be awarded possession of the property to list the home for sale.

4. Personal Property. The parties shall equitably divide all personal property acquired during the marriage. In the event they cannot agree, they shall first seek the assistance of a Mediator before seeking the court's assistance to divide their personal property.

a. Ogden Country Club membership - Shane shall retain the membership and be solely responsible for all monthly dues and liabilities.

b. Hilton Grands Time Share – the parties shall mutually cooperate in closing or otherwise disposing of this asset. If the parties are unable to dispose of this

asset, then Shane shall be awarded the asset and shall be solely responsible for maintaining it and all associated debts and liabilities.

5. Motor Vehicles. The Motor Vehicles acquired during the marriage shall be divided as follows:

a. 2025 Audi SQ5 shall be awarded to Jennifer, free and clear of any interests and rights of Shane.

i. Shane shall continue paying the car loan, until it is paid off.

ii. Upon Jennifer removing Shane's name from any and all debts/obligations, the parties shall retitle this vehicle solely in Jennifer's name (if so required) with both parties being required to sign any paperwork necessary to do so.

iii. Jennifer shall hereinafter be responsible for any and all debts, and expenses, including insurance, accrued with regards to this vehicle.

b. 2021 Ford F-150, and Polaris side-by-side shall be awarded to Shane, free and clear of any interests and rights of Jennifer.

i. Shane shall remove Jennifer's name from any and all debts/obligations associated with this vehicle within 30 days of the Decree of Divorce being signed by this court.

ii. Upon Shane removing Jennifer's name from any and all debts/obligations, the parties shall retitle this vehicle solely in Shane's

name (if so required) with both parties being required to sign any paperwork necessary to do so.

iii. Shane shall hereinafter be responsible for any and all debts, and expenses, including insurance, accrued with regards to this vehicle.

c. Three (3) of the parties' adult children have vehicles that are titled in Shane's name, these shall be gifted to the children respectively.

6. Retirement/Investment Accounts. The parties have equitably divided all retirement accounts acquired during the marriage and each party is awarded the retirement account(s), investment account(s), and pension(s) currently in their possession and control as their sole and separate property.

7. Bank Accounts. Each party shall keep the bank accounts currently in their names as their sole and separate property, free of any claim by the other party.

8. Business Interests. During the course of the marriage, the parties did not establish any business, and therefore both parties are awarded any businesses in their name.

9. Debts. The division of Debts acquired during the marriage shall be as follows:

a. The following debts shall be paid from the proceeds of the sale of the marital home:

- i. IRS Tax Debt - \$98,000
- ii. 401K loan (\$47k) and
- iii. American Express CC debt (\$15k)

b. All other debt, if any, shall be the responsibility of the party incurring the debt.

10. Future Debts. Any and all debts incurred by either party after the date of separation shall be the sole responsibility of the party incurring the debt, with the other party being indemnified and held harmless from the same.

11. Notice to Creditors. The parties shall notify creditors or obligees of this Court's division of debts or obligations and to give creditors the parties' separate, current addresses. The parties understand that this division of debts is an agreement between them. This agreement does not excuse the other party from the debt with the creditor. Therefore, the parties further agree that they will keep any and all joint debts current and in good standing with the creditors.

12. In addition to a creditor's duties as a secured party under UTAH CODE ANN. § 70A-9-112 and the creditor's duties as a trustee or beneficiary of a trust deed under UTAH CODE ANN., Title 57, Chapter 1, Conveyances, a creditor, who has been notified by service of a copy of a court order under UTAH CODE ANN. §§ 81-4-501 or 81-4-202 that the debtors are divorced or living separately under an order for separate maintenance, and who has been expressly advised of the separate, current addresses of the debtors either by this court order or by other written notice, must provide to the debtors individually all statements, notices, and other similar correspondence required by law or by the contract.

13. With respect to a debtor who is not ordered by this Court under UTAH CODE ANN. §§ 81-4-501 or 81-4-202 to make payments on a joint obligation, no negative credit report under

UTAH CODE ANN. § 70C-7-107, and no report of the debtor's repayment practices or credit history under UTAH CODE ANN., Title 7, Chapter 14, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served notice of this Court's order as required in this section of the Stipulation & Agreement unless the creditor has made a demand on the debtor for payment because of the failure to make payments by the debtor, who is ordered by this Court to make the payments.

MUTUAL RESTRAINING ORDER

14. Disparagement. The parties are mutually restrained from making any disparaging remarks about the other parent in front of the parties' minor child(ren) or to the minor child(ren).

15. Credit. Neither party shall use the other party's credit, likeness, or accounts for any purpose.

MISCELLANEOUS

16. Maiden Name: Jennifer shall be allowed to restore her maiden name if she so desires but is not mandated to do so.

17. Execution of Documents: Each party shall promptly execute and deliver any and all documents necessary to carry out the terms and provisions contained in the Decree of Divorce entered in this matter.

18. Separate Property: All property and money received or retained by each party pursuant to the Decree of Divorce is the separate property of such party free and clear of any right, interest or claim 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

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her separate property, both real and personal, fully and effectually, in all respects and for all purposes.

19. Mediator Fees and Court Costs: The parties have paid the mediator fees and court costs associated with this action. In the event that any party hereto shall in the future be found in default or breach of this Agreement, said party shall be liable to pay all reasonable attorney fees, court costs and other related collection costs and expenses incurred by the non-defaulting or non-breaching party in prosecuting its rights hereunder.

*****END OF ORDER*****

Official Court Signature to Appear at Top of Second Page

APPROVED AS TO FORM AND CONTENT:

/s/ Jennifer Henriod
Jennifer Henriod

/s/ Shane Henriod
Shane Henriod

E-SIGNATURES BY PERMISSION – ACTUAL SIGNATURES ON FILE

CERTIFICATE OF SERVICE

On this Monday, August 24, 2026 the undersigned certifies that a true and correct copy of the foregoing DECREE OF DIVORCE was sent to the following interested parties via the following methods:

Second Judicial District Court — JudicialLink electronic Filing System

Jennifer Henriod — Email
Jennifer.Henriod@ogdenclinic.com

Shane Henriod — Email
shanehenriod@ntsafety.com

/s/ Paul H. Gosnell
Paul H. Gosnell, Esq
THE ALLIES LAW FIRM, PLLC
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