



GILBERT LAW OFFICE
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Attorney for Petitioner

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

In the matter of the marriage of:

MARGO PAIGE McHENRY,

Petitioner,

and

BARRETT HOWELL McHENRY,

Respondent.

DECREE OF DVORCE

Case No. 264701026

Judge Blaine Rawson
Commissioner Julie Winkler

This matter comes before the above-referenced court by way of Petitioner Margo Paige McHenry's Verified Complaint of Divorce and Respondent Barrett Howell McHenry's Answer and Counter Claim. This Court having reviewed the Stipulation and Settlement Agreement, which is on file herein; does hereby find good cause to make and enter this Decree of Divorce, as follows:

1. **Jurisdiction.** Both Petitioner and Respondent are now and have been for a period of three (3) or more months immediately prior to the filing of the Complaint in this action, a resident of Davis County, State of Utah.

2. **Marriage.** The parties to this action are husband and wife, having been married on the 29th day of August, 2020, in Bountiful, Utah. The parties separated on or about July 12, 2026.

3. **No Children.** No children have been born as issue of this marriage, and none are expected.

4. **Grounds.** The parties have irreconcilable differences that preclude the continuation of the parties' marriage and therefore the parties shall be granted a Decree of Divorce on the basis of irreconcilable differences, the same to be final and absolute on entry.

5. **Real Property:** During the marriage, the parties acquired an interest in real property, commonly known as 2096 South 1825 West, Wood Cross, Utah (the "Property"). The Property shall be listed and sold. Any proceeds will be used to pay (1) the mortgage, (2) reimbursement of any repair costs, allowances granted to the Buyer, realtor fees, and (3) the hot tub debt. Barrett McHenry ("Barrett") will fully vacate the marital residence located at 2096 South 1825 West, Wood Cross, Utah (the "Property") on or before September 20, 2026, but will be allowed to pick up any leftover belongings, with advance notification to Margo Paige McHenry ("Paige"). The net proceeds will be divided, with 55% distributed to Paige, and 45% distributed to Barrett.

6. **Access and Inspection Rights.**

a. As of September 20, 2026, Paige may move back into the Property and reside in the Property, to facilitate her staging the Property for listing.

b. **Barrett's Obligations in Moving Out.** Barrett shall leave the Property clean and tidy. After his complete move-out date of September 20, 2026, Barrett's dog, Peanut, shall not return to the Property.

c. Paige to Pay the Utilities Beginning October 1, 2026. Paige will pay the utilities from October 1, 2026, forward, until the Property is sold, due to the fact she is living in the Property.

d. Paige will continue to pay the mortgage on the Property until the Property is sold.

e. Return Cables for Comcast. Both parties will cooperate in returning to the Property the Comcast cables.

7. Listing, Showings, and Communication with Realtor.

a. Listing the Property. Beginning September 21, 2026, Paige and Barrett agree to list the Property with Matthew Haws. Both parties shall sign the listing agreement on or before September 23, 2026.

b. Contact and Scheduler. Both parties will have contact with Matthew Haws, the Realtor mutually agreed upon by the parties. Both parties will be copied on all texts and emails from Matthew Haws to schedule all showings, open houses, and marketing activities, related to the Property.

c. Inclusion in Offers and Document Signing. Both parties must be informed of all communications with Matthew Haws, in all discussions regarding offers received, and Matthew Haws can communicate to both parties concerning the need for their signature. Both parties shall mutually agree in advance on the lowest acceptable offer price and shall cooperate in good faith to avoid any action or inaction that would hinder or delay the sale process.

8. Listing Price and Offer Acceptance.

a. The parties shall list the Property within the price range which Matthew Haws has recommended of \$690,000.00 to \$740,000.00.

b. The listing price will be reduced by agreement of the parties. Any reduction to the listing price will be agreed to by both parties. In the event the parties are not in agreement as to whether or not to reduce the listing price, then Matthew Haws' advice will be followed as to whether or not to lower the listing price.

c. The parties shall accept any offer that falls within the agreed-upon price range in this paragraph, and which meets other reasonable terms, and both parties commit to refrain from any conduct that would delay, obstruct, or otherwise hinder the sale.

9. Repairs and Maintenance Costs.

a. Any and all repairs, maintenance, or improvements necessary or advisable to prepare the Property for sale or to satisfy buyer inspection requirements must be performed by a licensed contractor, unless the parties agree otherwise. Either party may get a quote for the work to be performed. If there are multiple quotes, then the parties will use the lowest priced quote.

b. The cost of any repairs required to sell the Property shall be split equally (50/50) between Paige and Barrett. All such costs may be paid by both parties at the time of the repair, or reimbursed from the proceeds of the sale at closing.

10. Document Execution Requirements. Both parties shall sign all documents related to the listing, sale, closing, or transfer of the Property (including but not limited to listing agreements, disclosure forms, purchase agreements, addenda, closing documents, and any amendments thereto) within twenty-four (24) hours of receiving such documents, whether the signature is to be executed digitally or in-person. If an extenuating circumstance prevents either party from signing within twenty-four (24) hours, they shall immediately contact the other party to notify them of the delay and the reason therefor, and the party with extenuating circumstances

shall nevertheless execute the required signature as soon as possible and absolutely no later than noon on the day following receipt of the document(s).

11. **Prohibition on Third-Party Occupancy.** No third parties, guests, relatives, roommates, or other individuals shall be permitted to stay in, occupy, or reside at the Property during the listing period.

12. **Enforcement and Monetary Sanctions.** If either party interferes with, prevents, obstructs, or fails to comply with any of the conditions set forth in Sections 5 through 13 above, the counsel of the non-breaching party shall notify the breaching party's attorney in writing of the specific violation. The attorney will work with each other and their respective client to cure any breach within 30 days, and to prevent further breaches from occurring.

13. **Alimony.** The parties agree that neither party shall be awarded any alimony from the other.

14. **Personal Property.** Prior to and during the course of their marriage, the parties have acquired certain items of personal effects, jewelry, clothing and belongings, furniture, fixtures, appliances and household goods including a hot tub financed in both Paige and Barrett's name. The personal property acquired during the marriage shall be divided between the parties in a fair and equitable fashion. The parties agree that Paige would receive the following items of Personal Property:

- a. Paige's clothes
- b. Photo albums
- c. Back bedroom bed
- d. Dresser in back bedroom
- e. Nightstand in back bedroom

- f. Upstairs glass coffee table
- g. Old dishes
- h. Old silverware

15. **Motor Vehicles.** Paige shall be awarded the 2020 Ford Escape with all related indebtedness, and Barrett shall be awarded the 2025 Subaru Crosstrek with all related indebtedness thereon.

16. **Separate, Non-marital Property.** All separate, non-marital and premarital property and property rights, as well as any property and property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came. Each party shall be awarded his or her own pre-marital or inherited property or items of personal property.

17. **No Party Shall Damage or Dispose of the Other's Personal Property.** The parties shall be mutually restrained from damaging and/or disposing of any personal property owned by the other party.

18. **Checking, Savings, Securities, Investment Accounts and Other Financial Interests.** During the marriage, the parties acquired interests in various checking accounts, savings accounts, securities accounts, investment accounts, and other financial assets. The parties agree:

- a. Award Paige all funds and assets held in financial accounts titled solely in Paige's name, or accounts of which Paige is the primary account holder;
- b. Award Barrett all funds and assets held in financial accounts titled solely in Barrett's name, or accounts of which Barrett is the primary account holder;

c. Order each party to remove the other party's name from all jointly titled financial accounts; and

d. Award to each party all funds remaining in accounts from which the other party's name has been removed.

19. **Retirement.** During the course of the marriage, the parties acquired various retirement accounts and/or profit-sharing plans or other retirement benefits. Each party shall retain their respective retirement, free and clear from any claim by the other Party.

20. **Debts.** During the course of the marriage, the parties have incurred various debts and obligations, including debts on the marital home and the hot tub. It is reasonable and proper these debts shall be divided between the parties in a fair and equitable fashion, as outlined herein.

a. **Automobile Debt(s).** Each party shall assume the auto loan, if any, related to the respective vehicle they are awarded by the Court.

b. **Consumer Debt.** Each party shall remain responsible on their respective credit cards.

c. **Cell Phones and Devices.** The parties have placed cell phone service and other devices they are paying monthly on a contract with T-Mobile under Barrett's name. Barrett will continue to pay for the service and the monthly device payments until the earlier of the sale of the house, or the parties meeting at T-Mobile as explained herein. Barrett shall meet Paige at T-Mobile at a convenient time for both, but within 14 days of signing this Stipulation, to allow the release of her phone number which will allow her to place her phone, watch, Tablet and other devices, if any, onto her own plan. Paige shall pay her own bill for these electronics starting the date the parties meet at T-Mobile. If the parties do not meet at T-Mobile before the house is sold, Paige will pay off her devices and any associated penalties within five (5) days of

the closing. If Paige no longer desires the devices, she may return the devices to Barrett instead of paying off the device.

d. **Other Debts.** Each party shall be responsible to pay any other debt they individually incurred after separation, whether or not in his or her name.

e. **Notification to Creditors.** The parties shall notify respective creditors or obligees, regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

21. **Former Name.** Paige shall be restored the use of her former name, ANDREWS, so that her legal name shall be MARGO PAIGE ANDREWS, if she so desires.

22. **Medical and Dental Insurance Coverage.** The parties shall each be responsible to obtain their own medical and dental insurance coverage, no later than thirty (30) days following the entry of the Decree of Divorce. Each shall cooperate with the other party in facilitating a smooth transition to COBRA or other temporary insurance coverage.

23. **Total Distribution to Each Party.** Both parties shall retain the right to elect to sell any of the marital assets awarded to him or her, at either a loss or gain, shall the market change from the current market. The parties contemplate that both parties may sell or liquidate their awarded marital assets, paying any related commissions and penalties, and therefore the sale or liquidation of marital assets is not a ground for modification of the Decree of Divorce.

24. **Taxes.** In the event that the Decree is not entered prior to the end of the 2026 tax year, each Party shall independently file their own tax return beginning with the 2026 calendar year.

25. **Attorney's Fees.** Each party shall pay his or her own attorney fees and court costs incurred herein, if any.

26. **Cooperation.** Each party shall be ordered to execute and deliver any necessary documents to transfer the title and ownership of the property of the parties pursuant to the decree of divorce to be entered in this matter.

27. **Use and Enjoyment of Awarded Property.** Any and all property and money received or retained by either party pursuant to the divorce shall be deemed the separate property of such party free and clear of any right, interest or claim of the other party, including the right to inherit or to be named as a beneficiary except as specifically awarded therein, and each party shall have the right hereafter to use and enjoy, independently of any claim or right of the other party, all items of real or personal property awarded to them.

28. **Damages for Breach of Decree.** The parties agree that if either party fails in the performance of any of his or her obligations under the decree, that the aggrieved party shall have the right to sue for damages for the breach thereof, or to seek such other legal remedies that may be available to him or to her, including attorney's fees being awarded for the breach.

29. **Agreement to Mediate.** Prior to filing any petition to modify any provision of the final Decree of Divorce, or in the event there is any other dispute, the parties must first attempt to resolve the issue through mediation.

30. **Identity.** Neither party shall 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.

31. **Full Disclosure.** Each party warrants to the other that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any deliberate failure to provide complete disclosure may constitute perjury and may allow a party to bring a claim regarding any undisclosed asset. The property referred to in this

agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

32. If either party defaults in his or her obligations hereunder prior to the entry of the Decree of Divorce, the defaulting party will be liable to the other party for all reasonable expenses, including attorney fees and court costs, incurred to enforce the terms of this agreement. Thereafter, the parties shall be bound by the terms of the Decree of Divorce.

****END OF ORDER****
****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE****

Approved to Form:

/s/ Chris Stephens
Signed by CCGilbert w/permission of
Chris Stephens
Coil Law
Attorney for Respondent
*Signed with electronic permission of Chris Stephens
on September 30, 2026

**NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES
OF CIVIL PROCEDURE TO THE PARTIES AND THEIR COUNSEL**

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, on September 28th, 2026, I served the foregoing Proposed Order on:

Stephen Oliphant

Chris Stephens

Attorneys for Respondent

Notice of objections to this Order must be submitted to the Court and counsel within seven (7) days after this service. Should no objection to this order be submitted to the Court and counsel within seven (7) days after service, this Order shall be presented to the Court for entry and signature.

/s/ Cathleen C. Gilbert

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of September, 2026, I caused a true and correct copy
the foregoing **DECREE OF DIVORCE** to be filed with the Clerk of the Court by using the
electronic filing system which will send notice to the following:

Stephen J. Oliphant
Chris Stephens
Coil Law
steve@coillaw.com
chris@coillaw.com

/s/Cathleen C. Gilbert