The Order of the Court is stated below:
Dated: November 10, 2026 10:38:38 AM **/s/** JENNIFER VALENCIA
District Court Judge

GLEN W. NEELEY (Utah Bar No. 8042)
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IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR DAVIS COUNTY, STATE OF UTAH

GLENN ASAEL SMITH, Petitioner, vs. REBECCA SMITH, Respondent.	**DECREE OF DIVORCE** Case No. 264701441 Judge Jennifer Valencia Commissioner: Julie Winkler

This matter came before the Court for entry of a Decree of Divorce upon the Stipulation and Property Settlement Agreement of the parties. Petitioner Glenn Asael Smith appears through counsel of record, Glen W. Neeley; Respondent Rebecca Smith appears pro se. The Court, having entered its Findings of Fact and Conclusions of Law and having reviewed the parties' Stipulation and Property Settlement Agreement, and being fully advised in the premises, now enters this Decree of Divorce.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. **Decree of Divorce.** The bonds of matrimony heretofore existing between Petitioner Glenn Asael Smith and Respondent Rebecca Smith are dissolved, and each party is

awarded a Decree of Divorce from the other on the ground of irreconcilable differences pursuant to Utah Code section 81-4-405(1)(h). Upon entry of this Decree, the parties are restored to the status of single, unmarried persons.

2. **No Minor Children.** There are no minor children of the marriage. The parties' two children, Emma Nicole Smith and Zakary Kollen Smith, have each reached the age of majority, and no provision for child custody, parent-time, or child support is made or required.

3. **Spousal Support.** The parties' mutual waiver of spousal support (alimony) is approved. Neither party shall pay spousal support to the other, now or at any time in the future, and the jurisdiction of the Court to award spousal support to either party is terminated.

4. **Marital Residence.** Husband is awarded the marital residence located at 1488 Oakridge Drive, Layton, Utah 84040, more particularly described as [All of Lot 35, Eastwood Estates Sub .24 Acre] (the "Residence"), as his sole and separate property. Husband shall assume and pay the mortgage encumbering the Residence (approximately $118,000) and shall indemnify and hold Wife harmless from that obligation. Husband shall pay Wife the sum of $287,500, representing her one-half share of the approximately $575,000 net equity in the Residence, on or before October 2, 2026, subject to adjustment upon a final agreed valuation or appraisal of the Residence. Husband shall use his best efforts to refinance the mortgage so as to remove Wife's name from that obligation within 10 days after entry of this Decree. Upon payment of Wife's equity share, Wife shall execute and deliver to Husband a quitclaim deed conveying to Husband all of her right, title, and interest in the Residence.

5. **Motor Vehicles.** Husband is awarded, as his sole and separate property, the 2021 Toyota Tundra, the 2013 Toyota RAV4, and the 2007 BMW motorcycle. Wife is awarded, as her sole and separate property, the Lexus vehicle. Each party shall assume and pay any indebtedness on the vehicle or vehicles awarded to him or her, shall hold the other harmless thereon, and shall execute any documents necessary to transfer title to the vehicle awarded to the other.

6. **Financial Accounts and Investments.** The joint bank account and savings (approximately $150,000) shall be divided equally between the parties on or before October 5, 2026. Wife is awarded, as her sole and separate property, the stock and investment account held in her name (approximately $189,000) and the vacant land or lot at Bear Lake (approximately $45,000), and Husband shall execute and deliver to Wife a quitclaim deed conveying all of his right, title, and interest in the Bear Lake property to Wife. Each party is awarded, as his or her sole and separate property, any bank or financial account held in his or her individual name.

7. **Retirement, Pension, and Disability Benefits.** Husband is awarded, as his sole and separate property, his retirement accounts (approximately $425,000), and Wife is awarded, as her sole and separate property, her retirement accounts (approximately $368,000). Husband is further awarded, as his sole and separate property, his pension benefits through the Utah Retirement Systems arising from his service in law enforcement and the disability compensation he receives from the United States Department of Veterans Affairs, which are Husband's separate property; and Wife waives,

releases, and relinquishes any and all right, title, and interest therein. Each party shall execute any documents necessary to effectuate this provision.

8. **Personal Property.** Each party is awarded, as his or her sole and separate property, the household furnishings, goods, and personal effects presently in his or her possession or control, the parties having already divided their personal property to their mutual satisfaction.

9. **Debts.** Husband shall be solely responsible for the mortgage encumbering the Residence. Each party shall be solely responsible for, and shall indemnify and hold the other harmless from, any debt or obligation incurred in his or her own name and any debt he or she has incurred since the date of separation.

10. **Restoration of Former Name.** Should Respondent so elect, her former name of Nelson is restored to her by this Decree.

11. **Taxes.** For any tax year in which the parties were married for the entire year, they shall file their income tax returns as they may mutually agree and shall share equally any resulting refund or liability. For the tax year in which this Decree becomes final and for all years thereafter, each party shall file separately and shall be solely responsible for the tax attributable to his or her own income.

12. **Insurance.** From and after entry of this Decree, each party shall be responsible for obtaining and maintaining his or her own health insurance, and neither party shall be obligated to provide health insurance for the other. Each party is awarded any life insurance policy insuring his or her own life.

13. **Incorporation of Stipulation.** The parties' Stipulation and Property Settlement Agreement is approved and is incorporated into and merged with this Decree of Divorce, and the parties are ordered to comply with all of its terms. Each party shall execute, acknowledge, and deliver any and all deeds, titles, assignments, beneficiary designations, and other documents reasonably necessary to carry out the terms and intent of this Decree.

14. **Mutual Release.** Except for the obligations created by the Stipulation and this Decree, each party is released and discharged from any and all claims, demands, and obligations arising out of the marriage, including any claim against the other's estate, and each party waives any right to inherit from or administer the estate of the other.

15. **Attorney Fees and Costs.** Each party shall bear his or her own attorney fees and costs incurred in connection with this action. In the event either party defaults in the performance of any obligation under the Stipulation or this Decree, the defaulting party shall pay the reasonable attorney fees and costs incurred by the other in enforcing the same.

16. **Continuing Jurisdiction.** The Court retains jurisdiction to enforce the terms of this Decree of Divorce and the incorporated Stipulation and Property Settlement Agreement.

The signature of the Judge and the date of entry appear at the top of the first page of this document.

APPROVED AS TO FORM:

/S/ GLENN ASAEL SMITH, Petitioner Dated: October 5, 2026
(*Electronically signed by Glen Neeley with permission)

/S/ REBECCA SMITH, Respondent Dated: October 5, 2026
(*Electronically signed by Glen Neeley with permission)