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

In the Matter of the Marriage of: HEATHER LYNAM Petitioner, and ROBERT LYNAM, Respondent.	DECREE OF DIVORCE Case No.: 254500044 Hon. Judge: Ronald Russell Hon. Comm.: Julie Winkler
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This matter is before the Court on Petitioner's Verified Petition for Decree of Divorce, filed December 11, 2025. Respondent filed an Answer and Counter Petition on January 13, 2026. The parties entered into a *Stipulation and Settlement Agreement*, and the Court having received the parties' *Stipulation and Settlement Agreement*, which fully resolves all issues in this case, along with all other necessary documents on file in this matter, and having heretofore entered its *Findings of Fact and Conclusions of Law*, and now being fully advised in the premises, and for good cause appearing, hereby enters the following *Decree of Divorce*:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The parties are granted a Decree of Divorce upon the grounds of irreconcilable

differences.

CHILDREN

2. At the time the parties' entered into their *Stipulation and Settlement Agreement*, the parties had one remaining minor child, namely:

a. K.L., born February, 2008.

3. The child listed above has since emancipated; however, because the parties' *Stipulation and Settlement Agreement* was entered into prior to the emancipation, the *Stipulation and Settlement Agreement* included terms related to custody, parent time, and child support for the (now-emancipated) child, and those same terms are reflected herein.

CUSTODY

4. Petitioner and Respondent are hereby awarded joint legal custody of the parties' minor child K.L., born in February 2008, with neither party being awarded final decision-making authority for major child-related decisions.

3. **Physical Custody:** It is in the best interests of the parties' minor child that the parties be awarded joint physical custody, with parent-time as the parties agree and determine between themselves.

CHILD SUPPORT

4. The parties shall be ordered to pay child support as calculated and determined pursuant to the Uniform Child Support Guidelines and the laws of the State of Utah.

5. Petitioner is imputed at earning \$3,333.00 gross monthly income.

6. Respondent is imputed at earning \$36,495.00 gross monthly income.

7. Respondent's child support obligation shall be \$3,880.03, based on a joint custody calculator for one child.
8. Respondent shall maintain health / dental / vision insurance for the child if available at a reasonable cost. Uninsured child-related healthcare expenses shall be split by the parties 50-50.
9. Child support shall commence April 1, 2026 and continue until the minor child graduates from high school.
10. Mission Payments: The monthly and upfront Church Mission Payments for K.L. shall be split by the parties equally.

ASSETS AND DEBTS

11. Real Property: During the parties' marriage, the parties acquired interest in certain real property:

- a. Marital Residence: Mountain Green Home located at 5961 N. Mesa Arch Lane, Mountain Green, UT 84050 in the ROAM townhouse subdivision.
 - i. Disposition, as the parties may agree:
 1. (Preferred) Buyout/Refinance: Petitioner shall refinance and remove Respondent from liability by March 31, 2027.
Petitioner is not required to pay Respondent half of the home's equity at the time of refinance. An appropriate adjustment was included in the settlement. Petitioner assumes responsibility for mortgage/taxes/insurance/repairs immediately; or
 2. Sale: Property to be listed in a timeframe appropriate to sell

the home by March 31, 2027, with a mutually agreed realtor; net proceeds all to go to Petitioner. An appropriate adjustment was included in the settlement; or

3. Respondent has the right to purchase the home for an agreed upon value immediately following March 31, 2027, assuming the home was not refinanced or has not sold.

b. Other Properties: Snow Basin Lot located at 6258 E. Legacy Mountain Drive, Lot 39, Huntsville, UT 84317

i. Disposition, as the parties may agree:

1. (Preferred) Buyout/Refinance: Respondent to refinance and remove Petitioner from liability by March 31, 2027, Respondent is not required to pay half the lots equity at time of refinance. An appropriate adjustment was included in the settlement.

Respondent assumes responsibility for mortgage/taxes/insurance/repairs immediately; or

2. Sale: Property to be listed in a timeframe appropriate to sell the lot by March 31, 2027, with a mutually agreed realtor; net proceeds all to go to Respondent. An appropriate adjustment was included in the settlement.

c. Vehicles:

i. Petitioner to receive parties' 2024 Mazda CX-5 2.5 S. Carbon

Edition and be solely responsible for associated loan/insurance.

- ii. Respondent to receive parties' 2010 Supra Sunsport 22v/SK ("boat"), 2014 Dodge Ram 2500 Laramie ("truck"), 2018 Chrysler 300 S ("sedan"), and Indian Chieftain Limited Dark Walnut ("motorcycle"), and be solely responsible for associated loan/insurance.

d. Household good/personal property:

- i. Division is as follows:
 - 1. Petitioner: all furniture and household goods as laid out in the asset spreadsheet filed concurrently herewith as Exhibit A and incorporated herein by reference.
 - 2. Respondent: None.
- ii. Any disputed items to be resolved by mediation.

iii. Bank Accounts, Cash, Investments, and Other Assets:

- e.** Checking/Savings: The parties will divide equally the balances of all checking and savings accounts 50/50 and close any joint accounts by April 1, 2026.

i. Accounts include:

<u>Accounts</u>	<u>Ownership</u>	<u>Acct. No.</u>	<u>Balance</u>	<u>Notes</u>
Wells Fargo Checking	Joint	6173994499	\$1,256.34	Split Evenly
Wells Fargo Savings	Joint	31393562445	\$0.00	
Wells Fargo Checking	Robert	8745205123	\$11,462.61	After split on 4/8/26 remaining is

Wells Fargo Savings	Robert	7538469938	\$25.00	respondent's sole property
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Implementation note: The parties split the accounts on April 8, 2026, except the joint checking account, which will be divided evenly at the time the divorce is finalized.

- f. Post-decree investments: Any investment made after the divorce is finalized will remain the separate property of the investing party and will not be divided.

12. Debts:

- a. Credit Cards: all joint credit cards are cancelled at this time.
- b. Student loans: N/A.
- c. Tax Liabilities: N/A.
- d. The parties will each assume and hold the other harmless from liability on debts in their respective names.

RETIREMENT ACCOUNTS AND PENSION

- 13.** Petitioner is awarded 50% of the balance of Respondent's Charles Schwab account listed below, with a valuation date of January 1, 2026.

- a. Account: Charles Schwab Account provided by Respondent's employer;
Amount: \$621,504.27

- 14.** The parties shall equally share the costs to prepare any Qualified Domestic Relations Order(s) needed to effectuate the division of the parties' respective interests in retirement or investment accounts as set forth herein.

ALIMONY

15. Alimony and Spousal Support

a. Petitioner shall be awarded a sum of \$8,500.00 per month as alimony from Respondent for at least the first 36 months (3 years), or for as long as Robert remains employed, whichever is longer, with payments commencing on April 1, 2026. Total alimony duration to be 120 months (10 years). The parties anticipate the alimony amount will be adjusted upon Respondent's retirement. In the event that Respondent (1) becomes disabled and unable to continue working during the first 36 months; or (2) is involuntarily terminated from his employment during the first 36 months, either circumstance would represent an unforeseen, material and substantial change in circumstances justifying Respondent filing with the Court a petition to modify the alimony award, in which case Respondent would have the burden of establishing sufficient facts under the law justifying a change in the alimony award of \$8,500.00 per month prior to the expiration of the first 36 months.

b. Termination/modification: Alimony to Petitioner will terminate upon these conditions: remarriage, cohabitation, or death of either party. Alimony to be modified upon the retirement of Respondent.

c. Additional terms: Respondent shall not voluntarily retire from current employer for a minimum of three (3) years after April 1, 2026, allowing Petitioner to refinance the Mountain Green Home.

The parties anticipate that, upon Respondent's retirement, Respondent will have

the ability to pay alimony, and Petitioner will continue to have a need for alimony. Any post-retirement alimony amount will be negotiated by the parties or, if necessary, litigated at that time. The parties shall exchange full financial disclosures pursuant to Rule 26.1 in connection with any such negotiation or litigation, regardless of whether a petition to modify has been filed.

TAXES

16. The parties will file their taxes for the 2025 tax year as “Married Filing Jointly” and any refund or obligation is to be shared equally between the parties.

PROPERTY SETTLEMENT

17. Respondent shall pay Petitioner the sum of \$220,066.51 no later than September 1, 2026. The funds will be paid from Respondent’s personal accounts.

MISCELLANEOUS

18. **Cooperation:** Petitioner and Respondent shall cooperate with each other, through counsel or otherwise, to effect change in titles to property divided herein, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every other way necessary or proper to ensure that the Decree of Divorce is carried out in every detail.

19. **Last Name:** Petitioner may be restored to her maiden name, if she so desires.

20. **Attorney Fees:** The parties shall each be responsible for their own attorney fees.

21. **Mediation:** Prior to filing any petition to modify, the parties are required to first attempt in good faith to reach an agreement concerning their issues through a court approved mediator.

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

1. ***THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT THE TOP OF THE FIRST PAGE WHEN SIGNED AND ENTERED BY THE COURT.***
- 2.

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rule of Civil Procedure 7, the foregoing proposed *Decree of Divorce* will be submitted for signature by the Court at the expiration of seven days from the date listed below, unless written objection is filed with the Court within that time period.

DATED: June 3, 2026

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 3rd day of June, 2026, a true and correct copy of the foregoing *Decree of Divorce* was served upon the following via E-filing:

Robert Lynam
5961 Mesa Arch Lane
Mountain Green, UT 84050
Respondent
(vias first-class U.S. mail)

Douglas Durbano
Attorney for Respondent

/s/ Jennifer Rasmussen
Legal Assistant for Jason T. Schow
Attorney at Law
Attorney for Petitioner