

The Order of the Court is stated below:

Dated: July 14, 2026
05:02:27 PM

/s/ RONALD G. RUSSELL
District Court Judge



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Attorney for Petitioner

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

In the Matter of the Marriage of:

TRACY KELLY TEMPLE,

Petitioner,

and

DANIEL LYDELL TEMPLE,

Respondent.

DECREE OF DIVORCE

Case No. 264500019

Judge: Hon. Ronald Russell

Commissioner: Julie Winkler

Petitioner, Tracy Kelly Temple (“Tracy” or “Petitioner”), commenced this action against Respondent, Daniel Lydell Temple (“Daniel” or “Respondent”) with the filing of the *Petition for Divorce* on April 15, 2026 and the Respondent having been served the Petition on May 16, 2026. The Court has received the parties’ written *Stipulation and Settlement Agreement* executed on June 8, 2026 and filed on June 10, 2026 (“the Agreement”), which resolves all pending issues between the parties. The Court, having also received Petitioner’s *Declaration of Jurisdiction and Grounds* and entered *Findings of Fact and Conclusions of Law*, and having reviewed the file in this matter and being otherwise fully advised, hereby **ORDERS, ADJUDGES and DECREES** as follows:

PARTIES, CHILDREN, JURISDICTION AND VENUE

1. **Residency.** Petitioner is an actual and bona fide resident of Morgan County, State of Utah, and was such for at least three months immediately prior to the commencement of this action.

2. **Marriage.** Petitioner and Respondent (“the Parties”) are husband and wife, having been married in Roy, Weber County, State of Utah on July 19, 2003. The Parties separated on or around April 15, 2026.

3. **Child.** There are no minor children as issue of this marriage, and no children are expected as issue of this marriage.

4. **Jurisdiction.** Jurisdiction is proper in this court pursuant to Utah Code Ann. §§78A-5-102 and 81-4-402.

5. **Venue.** Venue is proper in this court pursuant to Utah Code Ann. §78B-3a-201.

GROUND FOR DIVORCE

6. The Court shall decree the dissolution of the parties’ marriage on the grounds of irreconcilable differences of the marriage, making the continuation of the marriage impossible, and therefore, the parties shall be granted a Decree of Divorce from one another.

MARITAL PROPERTY

7. During the marriage, the parties purchased real property located at 4536 S. Highway 66, Morgan, UT 84050 (“the Home”). There is equity in the property. The Home shall be listed for sale immediately and be sold as soon as reasonably practicable. The following terms and conditions pertaining to the sale shall apply:

- a. The parties shall use Brandon Bexel at Remax as the realtor to sell the Home.
 - b. The parties shall execute any and all documents necessary to effectuate the listing and sale of the Home within 48 hours of receipt.
 - c. If there is a dispute as to pricing, offers, staging, and the like, the parties shall defer to the realtor's suggestion.
 - d. The parties shall cooperate and maintain the Home in showing condition and accommodate showings.
8. The parties shall equally (50/50) divide the net proceeds from the sale of the Home after retiring the mortgage, the second loan, and closing costs/realtor fees. Any escrow refund shall be awarded to Tracy.
9. Until such time as the Home is sold, the parties shall pay equally the second home loan payment each month which shall be paid by depositing into the America First Credit Union account x9698. Other than the second home loan, Daniel shall be solely responsible for payment of the mortgage, utilities and maintenance associated with the Home.

PERSONAL PROPERTY

10. The parties have previously divided their personal property to their mutual satisfaction, and each is awarded the personal property in their possession and control, free and clear of any claim of the other.

11. **Dog** – The parties' dog, Wilson, shall remain with Daniel. If at any time, Daniel decides he is not going to keep Wilson, then Tracy shall be awarded the first option to take the dog.

12. **Vehicles**—During the marriage, the Parties acquired certain vehicles which shall be divided as follows, including responsibility for any loans, insurance, taxes, and expenses associated therewith.

- a. Tracy shall be awarded the 2018 Cadillac Escalade.
- b. Daniel shall be awarded the 2001 Dodge Truck, 2005 Pontoon Boat, and the 2007 Cadillac Escalade, 4-Wheeler. Daniel shall also be awarded the backhoe and two tractors.
- c. The 2016 Rockwood Tent Trailer shall be sold and the proceeds divided equally. In the case that it does not sell, it shall be awarded to Tracy. Tracy shall maintain the monthly payment until time of sale.

13. **Retirement & Investment Accounts**—During the course of the marriage, the Parties acquired interests in certain retirement and investment assets. Each party shall be awarded their own retirement and investment accounts, free and clear of any claim of the other.

14. **Bank & Other Financial Accounts**— The Parties shall be awarded their separate and individual bank accounts held in their own name, free and clear of any claim of the other. Tracy's America First Credit Union account x9698, which Daniel's name is on, will be maintained for payment of the Home loans and after the sale of the Home, Tracy shall remove Daniel from said account within 30 days after the closing on the Home and thereafter the account is awarded to Tracy.

MARITAL DEBTS, OBLIGATIONS AND LIABILITIES

15. As of the date of filing this Petition, there are no joint credit cards or debts other than the loans associated with the Home.

16. Each party shall be solely liable and responsible for any and all debt incurred in their individual names, their own credit cards, their own medical debt and any debt associated with the property awarded them herein.

17. Tracy shall indemnify and hold Daniel harmless on all debts and obligations Tracy is ordered to pay, and any such debts and obligations associated with any property awarded to her.

18. Daniel shall indemnify and hold Tracy harmless on all debts and obligations Daniel is ordered to pay, and any such debts and obligations associated with any property awarded to him.

19. Both Parties shall notify all creditors regarding the division of debts, assignment of payment liabilities, and the name and current address of both Parties.

20. Pursuant to U.C.A. §§15-4-6.5, 81-3-105 and 81-4-406(3)(b), the Parties shall provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

ALIMONY

21. Both parties are capable of supporting themselves. Neither party shall be awarded

alimony one from the other and each is forever barred from asserting a claim of alimony, past, present or future.

DUTY TO SIGN DOCUMENTS TO IMPLEMENT DECREE OF DIVORCE

22. Both parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Shall a party fail to execute a document within sixty (60) days of the entry of the divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

ATTORNEY FEES AND OTHER COSTS

23. Each party shall bear sole responsibility for their own attorney fees and court costs they have incurred in connection with this proceeding to date.

24. If either party is found in contempt for violating a provision of the Decree of Divorce, that party shall be responsible for a reasonable amount of attorney fees and court costs incurred by the prevailing party.

MISCELLANEOUS

25. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in the 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.

END OF DECREE OF DIVORCE.

*******SO ORDERED*******

In accordance with U.R.C.P. 10(e), the official signature of the court authority who has hereto attached a signature to this Order of the Court shall appear at the top of the first page.

RULE 7 NOTICE

You are hereby notified that pursuant to Rule 7(j)(4) that you have seven (7) days from the date of service of this proposed Order, the 23rd day of June 2026 to file an objection with the court if you object to the form of the Order. If you fail to file an objection with the court within the 7 days allowed by Rule 7, any objection you have to the form of the order shall be waived, and the court may sign and enter this order.

DATED this 23rd day of June 2026

/s/ Danielle R. Crumb
Attorney for Petitioner

CERTIFICATE OF SERVICE

I HEREBY certify that on the 23rd day of June 2026, a true and correct copy of the foregoing document was served by the method indicated below to the following:

Daniel Lydell Temple <i>Respondent</i> Daniel.temple4536@gmail.com	() E-file Notification (x) E-mail () U.S. Mail, Postage Prepaid () Hand Delivery () Facsimile Transmission
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/s/ Danielle R. Crumb
Attorney for Petitioner