



A. LEILANI WHITMER (16607)
MARCO BROWN (13156)
BROWN FAMILY LAW, LLC
8915 S. 700 E., Ste 203
Sandy, UT 84070
Tel: 801.685.9999
Fax: 800.299.1016
leilani@brownfamilylaw.com

Petitioner's Attorney

IN THE THIRD JUDICIAL DISTRICT COURT, TOOELE
TOOELE COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE
OF

LINDA MADSEN TERRY,

Petitioner,

&

CLIFFORD JAMES TERRY,

Respondent.

DECREE OF DIVORCE

Case No. 264300024

Judge Todd Hilbig

Commissioner Renee Blocher

Petitioner, Linda Terry, through her attorney, Leilani Whitmer, and Respondent, Clifford Terry, through his attorney, Rand Lunceford, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached during mediation with Mediator, Lisa Jones, on 6 April 2026. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

ORDERS, ADJUDGES, AND DECREES

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and each Party is hereby awarded a Decree of Divorce from the other, to become absolute and final upon entry by the Court.

PROVISIONS REGARDING PARTIES' CHILDREN

2. Parties are the parents of two children, both of which are minors, collectively referred to as Minor Children, namely:

A. PMT, born April 2009; and

B. CET, born December 2010.

PROVISIONS REGARDING CHILD CUSTODY, PARENT-TIME, AND PARENTING PLAN

3. Parties are awarded joint legal custody and joint physical custody of Parties' Minor Children.

4. Joint legal custody requires Parties to communicate and attempt to resolve between them all issues relating to Minor Children's welfare. If Parties disagree about decisions regarding religion, medical, and education after good-faith discussion, they shall consult with the professional related to the decision (e.g., the doctor, dentist, teacher, etc.). If, after good-faith consultation, Parties are unable to come to an agreement, they shall follow the recommendation of the related professional. If either Party disagrees that the decision is in the child's best interest, they may file appropriate proceedings with the Court.

5. Each parent may make decisions regarding the day-to-day care and control of Minor Children when Minor Children are residing with that parent. Either parent may make emergency decisions affecting the health or safety of Minor Children.

6. Except as otherwise stated herein, Parties shall adopt into their Parenting Plan the statutory advisory guidelines contained in Utah Code, Section 81-9-202.

7. Parties are awarded rights of parent-time with Minor Children of Parties as follows:

A. Reasonable parent-time shall be as Parties agree. If Parties do not agree to a parent-time schedule, parent-time shall be pursuant to Utah Code § 81-9-305, on a two-week rotating basis as follows:

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Week 1	Dad	Dad	Mom	Mom	Mom	Mom	Mom
Week 2	Dad	Dad	Mom	Mom	Dad	Dad	Dad

B. Holiday: Each holiday granted to the parents according to the following schedule:

Holiday	Holiday Time Period	Clifford's Years	Linda's Years
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Children; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd	Even
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Children; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends at 7 p.m. on the day before	Even	Odd

	school resumes.		
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd	Even
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Children; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends at 7 p.m. on Memorial Day.	Even	Odd
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All years if Mother	All years if Mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years if Father	All years if Father
Juneteenth National Freedom Day (or "Juneteenth")	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth if the day before Juneteenth is not Father's Day, or (b) 9 a.m. on Juneteenth if the day before Juneteenth is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth.	Even	Odd
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd	Even
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even	Odd
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Children; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd	Even
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even	Odd
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd	Even

Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day as the holiday begins.	Even	Odd
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd	Even
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the night before school resumes.	Even	Odd
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd	Even
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even	Odd
Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even	Odd
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd	Even

a. A parent exercising parent-time for a child's birthday may bring other siblings along for the minor child's birthday.

b. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for Minor Children's attendance at school for that school day.

C. Extended: Each year, each Party may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session.

D. Notification: In even years, Linda may designate extended parent-time at any time and Clifford may make a designation after May 1. In odd years, Clifford may designate extended parent-time at any time and Linda may make a designation after May 1. A parent shall make a designation at least 30 days before the day on which the designated two-week period begins.

E. Conflict and Precedence: Changes may not be made to the parent-time schedule, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- i. The holiday schedule for Mother's Day or Father's Day;
- ii. Extended parent-time;
- iii. The holiday schedule for any holiday that is not Father's Day, Mother's Day, and
- iv. The schedule for weekday or weekend parent-time.

F. Unless Parties mutually agree in writing or the Court orders otherwise, Minor Children shall remain enrolled in their current school, and shall attend the corresponding feeder schools.

G. If either Party wishes to travel outside of the United States with Minor Children, Parties shall cooperate to obtain passports for Minor Children. Linda shall be the custodian of the passports. Parties shall either agree in writing or obtain a Court Order allowing travel outside of the United States. Minor Children's passports shall be freely shared between Parties as necessary to facilitate any written agreement or Court Order regarding travel.

8. Each Party is awarded reasonable telephone or other electronic communication with Minor Children when Minor Children are at the other Party's home at reasonable times and for reasonable durations.

9. Whenever Minor Children travel with either parent, the traveling parent shall provide the following to the other parent:

- A. An itinerary of travel dates;
- B. Destinations;
- C. Places where Minor Children or traveling parent can be reached, and
- D. The name and telephone number of an available third person who would be knowledgeable of Minor Children's location.

10. If one Party moves more than 150 miles, then Parties shall abide by Utah Code, Section 81-9-209.

11. The receiving Party shall be responsible for providing transportation. Parties shall be responsible for all other costs associated with exercising his or her parent-time. Exchanges shall be at school if possible, and curbside if school exchanges are not possible.

PROVISIONS REGARDING RIGHT OF FIRST REFUSAL

12. Parental care is presumed to be better than surrogate care. Each parent shall have first option to provide care for Minor Children over any other third party (i.e., surrogate care) if the parent responsible for Minor Children is not available for a period of an overnight or longer during parent-time, and the other parent is personally available and willing to provide direct care and transportation. The parent exercising parent-time under the right of first refusal shall (1) provide all transportation to and from parent-time, and (2) provide direct parental care. This provision relates solely to parental absences away from their residence and shall not be construed to prevent Minor Children from having sleepovers with friends and family.

PROVISIONS REGARDING SUPPORT PAYMENTS

13. Linda is employed at Excelsior Academy and earns \$4,800 gross per month.
14. Clifford is employed at Emcor and earns \$14,167 gross per month.
15. Pursuant to Utah Code, Sections 81-6-202 through 305, Clifford is Ordered to pay child support.

A. According to Uniform Child Support Guidelines, joint child support worksheet, beginning May 1, 2026, Clifford shall pay \$624 as base child support until Minor Child becomes 18 years of age, or graduates from high school during Minor Child's normal and expected year of graduation, whichever occurs later.

B. Pursuant to Utah Code, Sections 26B-9-302 through 412, Clifford shall make child support payments directly to Linda.

C In the event income withholding is commenced, all administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Party initiating the case with the Office of Recovery Services.

D. If income withholding through the Office of Recovery Services is pursued, all child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere.

E. The issue of child support arrearages may be determined by further judicial or administrative determination.

F. If a child support order has not been issued or modified within the previous three years, a parent may move the Court to adjust the amount of a child support order if there is a non-temporary difference of at least ten percent between the payor's ordered support amount and the payor's new support amount that would be required under the guidelines and the new order adjusting the ordered support amount does not deviate from the guidelines.

G. A parent may at any time petition the Court to adjust the amount of a child support order if there has been a substantial, non-temporary, change in circumstances, resulting in a difference of fifteen percent or more between the payor's ordered support amount and the new support amount that would be required under the guidelines.

**PROVISIONS REGARDING SCHOOL, EXTRACURRICULAR ACTIVITIES, AND
OTHER EXPENSES WHEN PARENTS SHARE JOINT PHYSICAL CUSTODY**

16. While Parties are exercising joint physical custody, each Party is Ordered to assume and be responsible for fifty percent of any out-of-pocket amount incurred for school, except private school tuition. The Parties will share the cost and take the Minor Children to extracurriculars that they agree to in writing. While Parties are exercising joint physical custody, each Party shall be responsible for providing clothing, school supplies, personal hygiene and other necessities for Minor Children when Minor Children are in their care.

PROVISIONS REGARDING HEALTH AND OTHER INSURANCES

17. Pursuant to Utah Code, Section 81-6-208, if health, dental, and optical insurances for the benefit of Minor Children is available to either Party, it is reasonable and proper that the Party shall be required to maintain such insurance.

A. Both Parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for Minor Children's portion of insurance. Minor Children's portion of the premium shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children of Parties in this case. If at any time Minor Children are covered by both Parents' insurances, each Party shall be responsible for their own insurance premiums. Clifford's portion of the Minor Children's premium is \$180.97 per month for 2026 (Linda pays \$542.90 per month for three people), until the oldest ages out or the premium changes, at which point he will only owe for the youngest child.

B. Both Parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for Minor Children and actually paid by Parties.

C. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of Minor Children and, thereafter, on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

D. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

E. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with subparagraphs C and D above.

F. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

G. If, at any point in time, Minor Children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Linda shall be primary coverage for Minor Children and the health, hospital, or dental insurance plan of Clifford shall be secondary coverage for Minor Children. If Minor Children are not covered by a parent's health, hospital, or dental insurance plan but are covered by another member of the parent's household, the health, hospital, or dental insurance plan of the member of the household shall be treated as if it is the plan of the parent and shall retain the same designation as the primary or secondary plan of Minor Children.

H. According to Utah Code, Section 15-4-6.7, each Party may elect for dental, medical, and school expenses to be created in separate accounts prior to service being initiated.

PROVISIONS REGARDING CHILD-CARE EXPENSES

18. Based on the children's ages, child-care expenses are not anticipated. If child-care expenses are necessary, pursuant to Utah Code, Section 81-6-209, Parties shall share equally the reasonable work-related or career-related child-care expenses actually paid by a parent.

PROVISIONS REGARDING MUTUAL RESTRAINING ORDERS

19. Parties shall abide by the following mutual restraining orders:

A. Parties shall not make disparaging remarks to one another or about one another in Minor Children's presence, either verbally, in writing, or otherwise. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

B. Parties shall not speak with Minor Children about litigation between Parties.

C. Parties shall not involve or speak with Minor Children about the issues in this matter.

D. Parties shall not harass or threaten each other.

E. Parties shall not use illegal drugs, misuse prescription medication, or alcohol while Minor Children are in their care.

F. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or they shall remove Minor Children from circumstances in which violations are occurring.

**PROVISIONS REGARDING MINOR CHILDREN TAX EXEMPTIONS, DEDUCTIONS,
AND CREDITS**

20. Parties shall alternate claiming Minor Children as exemptions, deductions, and credits for the purposes of filing federal and state income tax returns.

C. When there are two children, each Party is entitled to claim one child, with Linda claiming the oldest child and Clifford claiming the youngest child.

D. When there is one child, Linda is entitled to claim Minor Child for odd tax years and Clifford is entitled to claim Minor Child for even tax years.

E. Party paying child support must be current on all child-support payments by December 31st to claim Minor Children on that year's taxes.

PROVISIONS REGARDING TAXES

21. Parties have filed married, filing jointly for federal and state taxes for 2025. Any tax refund or liability shall be divided evenly between Parties. Clifford shall pay the entire liability, and take Linda's portion out of the amount owed for the real property equity distribution.

PROVISIONS REGARDING DEBTS AND OBLIGATIONS

22. During the course of the marriage, Parties acquired certain debts and obligations. These debts shall be divided with each Party responsible for any and all debts in their own names.

A. If there are any other debts, the debt shall be the responsibility of Party incurring the debt.

B. Parties shall be mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

C. All debts and obligations incurred since Parties' separation shall be the responsibility of the Party who incurred the particular debt.

D. As authorized by Utah Code, Section 15-4-6.5, Parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and Parties' separate, current addresses.

E. Each Party shall indemnify and hold other Party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This hold harmless clause shall apply to bankruptcy proceedings.

PROVISIONS REGARDING PERSONAL PROPERTY

23. During the course of the marriage relationship, Parties have acquired certain items of personal property. The personal property shall be divided as follows:

A. Parties are awarded vehicles as follows: (1) Linda is awarded the 2012 Ford Explorer, and (2) Clifford is awarded the 2020 Ford Explorer, the 2019 Ford Fusion, the 1997 Coleman Pop-Up Trailer, and the 2007 Kawasaki v1600 motorcycle. Each Party shall be responsible for all remaining payments due on the vehicle in their possession. Each Party shall remove other Party's name from the vehicle insurance policy as soon as practicable. Each Party shall remove other Party's name from the vehicle's title as soon as practicable. Each Party shall refinance the vehicle into his or her own name within ninety days of the entry of the Decree of Divorce. If Party is unable to refinance the vehicle within ninety days, then the vehicle shall be immediately placed for sale, with the proceeds awarded to the Party who is awarded the vehicle.

B. Parties are awarded the bank accounts in their own name and shall work together to close any joint bank accounts, splitting the funds therein equally.

C. Each Party is awarded property he or she owned before the marriage, property he or she acquired after the date of separation, inheritance received by him or her, and gifts to him or her from their respective family. Linda is awarded her mother's piano.

D. Parties shall duplicate any desired family pictures and videos, so each Party has a copy. Parties shall share the costs of duplication equally.

E. Jack the terrier is awarded to the Minor Children and shall go back and forth with the children for parent-time. Each Party shall pay for food and other necessities for their time with Jack. Any unusual expenses shall be split equally.

F. The remaining personal property shall be divided as Parties agree. If Parties cannot agree to a personal property division, Parties shall attend mediation to resolve the personal property.

PROVISIONS REGARDING REAL PROPERTY

24. During the course of the marriage, Parties acquired real property located at 137 E Delgada Lane, Stansbury Park, Utah 84074, legal description: LOT 6, DELGADA ESTATES PUD PHASE 1, A PLANNED UNIT DEVELOPMENT OF TOOELE COUNTY, STATE OF UTAH. (OUT OF 5-34-27 FOR 2005 YEAR.) .22 AC. Clifford is awarded sole possession and control of the home and shall be solely responsible for mortgage payments and all other financial obligations regarding the real property.

A. The real property has been appraised at \$595,000, less the mortgage outstanding of \$129,866.57, for an equity amount of \$465,133.43.

B. Clifford shall pay Linda fifty percent of the equity in the real property (\$232,566.72) by June 5, 2026. Clifford shall begin the refinance process by April 20, 2026.

C. If Clifford is unable to refinance the real property or otherwise pay Linda her portion of equity by June 5, 2026, the real property shall be immediately listed for sale, and the equity divided equally between the Parties after all obligations and debts associated with the real property have been paid.

D. Linda shall be permitted to continue to reside in the marital house until 30 days after she receives her portion of equity in the marital house. Clifford shall remain responsible for all expenses related to the marital house, and the Parties shall continue splitting expenses as they have done since the filing of this action until such time as Linda has vacated the real property or 30 days after she receives her portion of the equity, whichever is sooner.

PROVISIONS REGARDING ALIMONY

25. Neither Party is awarded any alimony.

PROVISIONS REGARDING PENSION AND RELATED ASSETS

26. Parties have acquired interest in defined contribution plans or defined benefit plans, including Linda's Roth IRA with Empower and Clifford's 401(k) at T Rowe Price.

A. Regarding defined contribution plans (e.g., 401(k), IRA, annuity), Parties shall equally divide the marital share of those plans. Marital share shall be defined as all plan contributions made, and all increases and decreases in plan value experienced, during Parties' marriage. Conversely, Party who accrued the non-marital shares of those plans is awarded 100% of those non-marital shares. Non-marital share shall be defined as all plan contributions made, and all increases and decreases in plan value experienced, before Parties' marriage.

B. Regarding defined benefit plans, (e.g., employer pension), those plans shall be divided pursuant to the *Woodward* formula found in *Woodward v. Woodward*, 656 P.2d 431 (Utah 1982).

C. Parties shall divide the cost of the QDRO(s) evenly. The Parties shall attempt to resolve the accounts with one QDRO if possible, with an offset for the smaller account. The Parties shall provide all requested information and payment to the QDRO attorney within 14 days of entry of the Decree of Divorce.

PROVISIONS REGARDING MISCELLANEA

I. ATTORNEY'S FEES.

27. Each Party is Ordered to assume his or her own costs and attorney's fees incurred in prosecuting this action.

II. OTHER.

28. Prior to the filing of any Petition to change any provision of the final Decree of Divorce, Parties shall attempt to resolve the issue(s) first through mediation.

29. Linda shall be restored to the use of her former name of Linda Madsen, if she so chooses.

30. Each Party is Ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce the Court enters.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

APPROVED AS TO FORM:

/s/ Rand Lunceford
Rand Lunceford
Respondent's Attorney

Electronically signed by Leilani Whitmer with permission of Rand Lunceford sent via email

CERTIFICATE OF SERVICE

I hereby certify that on 6 April 2026, I caused to be served a true and correct copy of the foregoing by email, addressed to the following:

Rand Lunceford
Respondent's Attorney
rand@krisgreenwood.com

/s/ Leilani Whitmer

Leilani Whitmer

Petitioner's Attorney