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IN THE THIRD DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
In the Matter of the Marriage of:	DECREE OF DIVORCE
CASEY JAMES MAARSE, Petitioner, and	
HEATHER JANYCE MAARSE, Respondent.	Case No. 254905974 Judge: Richard Daynes Commissioner: Kim M Luhn

In accordance with Utah Code 81-4-401(2), the above-captioned matter came before the court for consideration absent a hearing. Pursuant to the *Stipulation and Property Settlement Agreement*, a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

Parties, Child, Jurisdiction and Venue

1. **Residency.** Petitioner and Respondent are actual and bona fide residents of Salt Lake County, State of Utah and have been for the three months preceding the filing of this action.
2. **Marriage.** The parties are husband and wife, having been married in Salt Lake County, State of Utah on August 8, 2008.

3. The parties currently reside together.
4. Child. There are 2 children born as issue of the marriage who are minors, L.M. born 02/10/2009 and R.M. born 06/12/2012, and no other children are expected as issue of this marriage.
5. Jurisdiction. Jurisdiction is proper in this court pursuant to Utah Code Ann. §§81-11-201 and 81-4-402.
6. Venue. Venue is proper in this court pursuant to Utah Code Ann. §78B-3a-201.

Grounds for Divorce

7. 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.

Custody and Parent-time

8. Regular Parent Time. The parties are awarded joint physical custody of the minor children. Casey is awarded parent time pursuant to Utah code Ann §81-9-303, with the exception that his over nights in week one are Monday overnight and Tuesday overnight and on week two Monday overnight, Tuesday overnight and Wednesday overnight.
9. Holiday Parent Time. If the Parties cannot agree on a holiday parent-time schedule, the default holiday parent-time schedule shall be pursuant to Utah Code §81-9-303 and the holiday chart as follows:

Holiday	Holiday Time Period	Years Casey is Granted Holiday	Years Heather is Granted Holiday

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 the minor child; (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 years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (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 school resumes.	Even years	Odd years
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 years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (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 years	Odd years
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 noncustodial parent is the mother or other parent granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the order.
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 noncustodial parent is the	All years if custodial parent is the

		father or other parent granted the holiday in the order.	father or other parent granted the holiday in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (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 years	Even years
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 years	Odd years
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 years	Even years
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 the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before	Odd years	Even years

	Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.		
Thanksgiving Morning	(1) Holiday begins on Wednesday at 2 p.m. (2) Holiday ends at 2 p.m. on Thursday.	Even years	Odd years
Thanksgiving Afternoon	(1) Holiday begins on Thursday at 2 p.m. (2) Holiday ends Friday at 9 a.m.	Odd years	Even years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on 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 25th at 9 a.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 25th at 9 a.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years

10. Extended Summer Parent Time. Extended summer parent-time will be governed by Utah Code §81-9-303 with Casey being designated as the non-custodial parent.

Legal Custody and Parenting Plan

11. The Parties shall be awarded joint legal custody, subject to the following *Parenting Plan*:

Decisions Regarding Raising the Children

12. The Parties should discuss with each other major decisions involving the children's health and medical care, education, religious participation, and extracurricular activities, and attempt to come to an agreement. Both parties will have access to the children's

school, church, health and other records and will include the other party as the parent on such records. The parties should consult with and share information from any subject matter experts, professionals who are knowledgeable about the issue, or who have a substantial connection to the children. After having obtained and exchanged all of the relevant information and received the opinion of any relevant subject matter experts, if the Parties are unable to agree the parties shall attend mediation with each party paying 50% of the mediator's cost. If after mediation the parties still cannot agree Heather shall have the presumptive decision-making authority, subject to Casey's right to seek court review.

13. Day-to-day decisions regarding the care, control, and discipline of the child should be made by the parent with whom the child is residing at the time.

14. Each parent shall have the right to make emergency medical decisions without consultation with the other parent and shall immediately inform the other parent of said emergency. Emergency medical decisions are those that are life threatening to the child(ren).

Education Plan

15. The children shall continue in their same schools and feeder schools unless mutually agreed upon in writing by the children.

16. Both parties shall be listed for any emails given by teachers or respective school administrators. Both parties shall take the initiative to register for any online portal to access the children's information so neither parent will have to provide information that they can otherwise access themselves.

Parent-time Exchanges

17. If school is in session, the parent who is exercising their parent time period with the children is responsible to take the children to school in the morning at the conclusion of their last overnight parent time, and the parent who is commencing their parent time period with the children, is responsible to pick the children up from school in the afternoon of that same day in order to commence their parent time period.

18. Each party is responsible to transport the children to and from school during their parent time and is responsible for the children's timely arrival to and pick-up from school.

19. If school is not in session, the parent time exchange the parent time exchange will take place at 9:00 a.m., with the parent who is commencing their parent time with the children being responsible to pick the children up at 9:00 a.m. from the parent whose parent time period is ending.

20. All parent time exchanges shall take place at school whenever possible. Any parent time exchanges which do not take place at school shall take place at the parties' residences curbside. In connection with this, the parent who is in the vehicle (and any third party accompanying that parent) is to remain in the vehicle, and the parent who is in the residence (and any third party at the residence) is to remain in the residence. The children will walk independently and unaccompanied between the vehicle and residence.

21. A stepparent, grandparent, or other responsible adult designated by the parent who is exercising parent time, may pick up the children for that parent's parent-time if the other parent is aware of the identity of the individual and the parent who is exercising their parent time will be with the child by 7 p.m.

22. Both parents should be polite and cordial and behave maturely during exchanges of the children. There shall be no conflict or discussions that may lead to conflict during the exchange.

23. The parents should also prepare the children, both mentally and physically, for each parent-time exchange by having the children packed and ready to leave on time, and by encouraging the child to spend time with the other parent.

Virtual Parent-Time

24. Both parents should allow liberal telephone and other virtual communication (e.g. FaceTime, etc.) with the other parent and should encourage the children to call the other parent.

25. Each parent should allow the minor children to contact the other parent at any time the minor children desires to have telephone or virtual contact.

26. Each party should have the right to contact the children at reasonable times and for reasonable durations (based upon the child's age, maturity, interests, schedule, etc to participate).

27. These calls should not be unreasonably denied by the parent who has the children, as long they do not conflict with existing plans or scheduled events, or interfere with the children's customary routine, thereby causing emotional discomfort.

Communication Between Parties

28. Communication shall be in writing via text or email (or agreed upon co-parenting app) only and only concerning the children, unless there is an emergency or time necessitates.

Communication shall be peaceful, civil, and non-abusive. The parties shall utilize a shared calendar for scheduling and notifying of child related events, schedules.

29. Neither party should ask or attempt in any way to have the child transfer messages between the Parties, whether verbal or written. The Parties should contact each other directly via text message or phone to discuss personal or child-related issues between themselves and should not involve the child.

30. Communication should be between the Parties and not through third parties unless both Parties mutually agree otherwise.

Respect and Cooperation

31. Both Parties recognize that the best interests of the children require the Parties to cooperate and treat each other with dignity and respect, especially in the presence of the children. Both parents should use their best efforts to foster the development and maintenance of positive relationships with the children by encouraging affection and promoting respect and good feelings toward the other parent.

- a. Neither parent should attempt to harm or alienate the relationship the other parent has with the children in any form. Neither parent should make or allow another person or agent within their control or influence to make any disparaging comments about the other person or the other person's spouse or significant other in the presence of or within earshot of the children, including making posts on social media.
- b. The parents should cooperate and include each other as to their children's day care, health care, schooling, religious activities, organized sports, and other special

activities and should notify each other of their children's regular activities so that they may participate; and

- c. The parents should not involve the children in disputes or disagreements that may arise between each other, but they may jointly discuss issues with their children to obtain their input.

32. The Parties should regularly discuss the day-to-day routines and decisions being implemented in their homes to help the children feel comfortable in both homes by minimizing the differences in parenting styles, pursuant to the following:

- d. Neither party should be required to follow the suggestions of the other party unless ordered by the Court;
- e. Both parents should cooperate in fostering the best interest of their children
- f. Each parent has the right to create an independent life with the children, allowing each parent to continue to play a full and active role in providing a sound emotional, moral, social, and educational environment for the children; and
- g. Both parents should share information about any condition, problem, significant fact, or circumstance that may affect the other parent's relationship with or the well-being of the children.

33. Both parents should be concerned for the best interest and well-being of the children; therefore, both parents should be governed by the following principles:

- a. The Parties should have a co-parenting relationship that is built on trust and respect;

- b. The Parties should establish and maintain parental communication with each other to ensure that the other parent is informed about the children's needs;
- c. The Parties should support each other in their respective parenting roles and should use positive words about the other parent and the other parent's partner or spouse to the children, and should be restrained from saying anything negative about the other parent, for the purpose of the children developing good self-esteem;
- d. The Parties should listen to each other and do their best to understand the other's point of view;
- e. The Parties should make all attempts to resolve all conflict between them and should utilize experts to assist them in this endeavor, if they are unsuccessful personally;
- f. The Parties should solve problems and make joint decisions by working through their decision-making procedure which is described herein;
- g. If tension arises in a telephone call, the Parties should take a break from the telephone call or leave their conversations to email;
- h. The Parties should work together to improve their parenting skills and to share their ideas;
- i. The Parties should live by the golden rule that they should treat each other as they would like to be treated;
- j. Clothing, toys, and other items of the children's personal effects should be

exchanged by the Parties, and returned in clean condition, in order to facilitate the children's visits;

- k. The Parties should start over and recommit to this Parenting Plan when one or both of them steps outside of this plan and forgets about a commitment made in this plan; and
- l. The Parties should see the other parent as a resource, consultant, and ally. The Parties should effectively work together as co-parents to promote the best interest of the children.

34. The "Advisory Guidelines" as set forth in Utah Code Ann. §81-9-202 should be binding upon the Parties. To the extent the Advisory Guidelines conflict with this Parent Plan, this Parent Plan shall control.

35. Neither party shall introduce the minor children to romantic partner until they have been in a committed relationship for six months.

36. Neither party shall use alcohol during their parent time.

Contact Information

37. Each party should keep the other informed as to changes in residential addresses; home, work, and cell phone numbers; email addresses, and any other important contact information, including how to be reached in the event of an emergency, within 24 hours of any change.

Extended Overnight Trips

38. Pursuant to Utah Code §81-9-203(19), for emergency purposes, whenever a child

travels overnight or out of state with either parent, all of the following should be provided to the other parent prior to travel: (1) an itinerary of travel dates, flights, etc.; (2) destinations; (3) places where the child or traveling parent can be reached; (4) the name and telephone number of an available third person who would be knowledgeable of the child's location.

Activities, Events, and Information

39. Both Parties should be entitled to participate in all social and school functions their children attend. Each party should be entitled to know about all important events in children's lives, including the right to have relationships with and access to third parties and information having to do with the children. This shall include health care providers and educators as well as medical and school records.

Non-Interference with the Parties' Personal Lives

40. The Parties should have the right to conduct his or her social life and business affairs as he or she sees fit without interference or comment from the other, except as their lifestyle choices negatively impact the care of the children, as set forth in this document.

Surrogate Care

41. Direct care by either parent as opposed to surrogate care should be presumed to be in the child's best interest. As such each party is awarded the right of first refusal such that if one party cannot be present with the children during their respective parent time an overnight period or more, then that parent must offer that time to other parent prior to seeking surrogate care. Sleepovers for the child when the parent is available and in town shall not trigger the first right of refusal.

Relatives

42. Ongoing relationships between the child and relatives should be encouraged and continued. Neither parent should interfere with relationships or visits between the children and relatives, including cousins, aunts, uncles, and grandparents, arbitrarily, in bad faith, or without sufficient cause.

43. Each party shall make reasonable efforts for the minor children to attend special family functions. Neither party shall abuse this privilege by making excessive requests or unreasonably withholding permission. This typically includes functions unalterable by a parent (i.e. weddings, extended family reunions, or important ceremonies).

Relocation of a Parent

44. If a party intends to relocate 150 miles or more from the other party, then the Parties must comply with the notice provisions of U.C.A. §81-9-209.

Adjustments or Modifications

45. All permanent adjustments or modifications to this Parenting Plan should be made in writing, signed by both Parties, notarized, and filed with the Court. Temporary or minor changes may be made whenever the Parties agree.

Failure to Comply

46. If a parent fails to comply with any of the provisions set forth above under this Parenting Plan, the other parent's obligations under said section should not be affected.

[End Parenting Plan.]

Child Support

47. That for child support purposes Heather's gross monthly income is \$4,484.00
48. That for child support purposes Casey's gross monthly income is \$8,507.00
49. That based on a Joint Custody Child Support Obligation Worksheet with Casey having 145 overnights and Heather having 220 overnights, Casey's child support obligation to Heather is \$942.00 per month.
50. That the child support obligation shall commence the month immediately following Heather moving out of the marital home.
51. The child support is due $\frac{1}{2}$ by the 5th and $\frac{1}{2}$ by the 20th of each month in accordance with Utah Code §81-7-102.
52. The child support obligation should continue through the end of the month a child becomes 18 years of age, or through the end of the month of the child's normal and expected date of graduation from high school, whichever occurs later. Pursuant to Utah Code Ann. §81-6-213, there should be an automatic adjustment to child support if and when a child becomes emancipated.
53. In order to collect child support, the obligee parent should be entitled to mandatory income withholding relief pursuant to Utah Code Ann. §§81-6-106 et seq. and 81-6-107 et seq. Said income withholding procedure should apply to existing and future payors of the non-custodial parent. All withheld income should be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah, 84145-0011 until such time as the obligor party no longer owes child support to the obligee party. Should the obligee parent elect this income

withholding procedure any administrative fees should be assessed according to statute.

54. Any child support payable by the obligor parent should be paid on the first day of each month or at the election of the obligor parent by paying one-half of the amount due not later than the 5th day of each month and the remaining half not later than the 20th day of each month.

55. Under Utah Code Ann. §81-6-212(5), the Parties have a right to adjust the child support order by motion after three (3) years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah Child Support Guidelines, calculated using the appropriate child support worksheet; (2) the difference is not of a temporary nature; and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code Ann. §62A-11-306.2, if a child receives TANF benefits at the time an adjustment is sought, the Office of Recovery Services should review the order, and if appropriate, move the court to adjust the amount.

56. Under Utah Code Ann. §81-6-212(3) and (4), the Parties have a right to modify the child support order at any time by petition if there has been a substantial change in circumstances because of (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; (vi) material changes in the legal responsibilities of either parent for the support of others; and, the change in (i) through (vi) results in a 15% or

more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both Parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

Extracurricular Activity and School Fees

57. In addition to child support, the Parties shall share equally any expenses related to the child's extracurricular activities that they both agree to in writing, and mandatory school fees. In the event that a party desires to have a child participate in an extracurricular activity that the other party refuses to agree to, that party may still enroll the child in the activity, as long as that party pays for the activity and the activity does not interfere with the other party's parent-time.

58. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity or school out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses.

Child Care Expenses

59. Given the children's ages and the work schedules of the parties, this issue is moot.

Health Insurance and Medical/Dental Expenses

60. In the event either party currently has now, or has in the future, health insurance

available to them through their place of employment or through some other source at a reasonable rate, whichever party is able to obtain health insurance at a reasonable cost for the child should be required to obtain such insurance for the benefit of the minor child. If only one party maintains insurance for the child, the party who is able to obtain the best coverage at the lowest cost should be required to obtain the insurance, with contributions from the other party as set forth below. Health insurance should include an obligation to carry dental insurance if it is available on the same basis.

61. The Parties shall share equally the child's portion of the out-of-pocket costs of the health/dental insurance premium actually paid by a party.

62. The child's portion of the health/dental insurance premium is a per capita share of the premium actually paid. The premium expense for the child 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 in this case who are covered by such a policy.

63. If, at any point in time, the dependent child covered by the health or dental insurance plans of both parents, the health or dental insurance plan of Petitioner shall be primary coverage for the dependent child, and the health or dental insurance plan of Respondent shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health or dental insurance plan but are by a step-parent's plan, the health or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and should retain the same designation as the primary or secondary plan of the dependent child.

64. In the event of double coverage, each party shall be responsible for their sole costs of the children's portion of premium.

65. Notwithstanding any of the foregoing provisions, neither party should be required to maintain health or dental insurance for the child if it is not available to them at a reasonably affordable rate.

66. Both parents should provide cash medical support by equally sharing all reasonable and necessary uninsured and unreimbursed medical, dental, orthodontic, optical and mental health expenses incurred for the dependent child, including deductibles and copayments.

67. The parent who incurs necessary medical expenses should provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment, as set forth in Utah Code Ann. §81-6-208. The other parent should then reimburse the parent incurring the expense within thirty (30) days after receiving the verification.

68. The parent who incurs 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 provide written verification of the cost and payment of medical expenses within thirty (30) days of payment, as set forth in Utah Code Ann. §81-6-208.

69. The Parties should cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses, as set forth in Utah Code Ann. §81-6-208.

70. The requirement for either parent to maintain health and dental insurance, and/or

to pay any non-covered medical and dental expenses should remain in effect for a child only as long as the child is of the age that he or she would be entitled to receive child support.

71. The parent who maintains health insurance should provide verification of coverage to the other parent, upon initial enrollment of the dependent child, and thereafter, on or before January 2nd of each calendar year as set forth in Utah Code Ann. §81-6-208.

Taxes

72. Commencing with the 2026 tax year, the Parties shall claim the children for income tax purposes as follows:

- a. For as long as there are two children eligible to be claimed for tax purposes, the parties will each claim one child each year.
- b. As soon as there is only one child eligible to be claimed for tax purposes, the parties will alternate claiming the child, with Respondent claiming the child in even years and Petitioner claiming the child in odd years.

73. Pursuant to Utah Code Ann. §81-6-210, a party's right to claim a child on taxes should be based on the obligor parent being current in the payment of all child support and child-related expense obligations by December 31st of the tax year in question.

74. The parties shall file Joint tax returns for 2025 and split any costs associated with the filings. The parties shall split any refund equally.

Alimony

75. Casey shall pay Heather \$500/mo. for 8 years unless sooner terminated by Heather cohabiting, remarrying or death of either party. Alimony shall commence the month

immediately following Heather moving from the marital home. $\frac{1}{2}$ shall be paid by the 5th and the other $\frac{1}{2}$ by the 15th of each month.

Marital Property

Real Property

76. During the marriage, the parties acquired real property located at 5317 Allendale Dr. Murray, Utah 84123 ("marital residence"). Casey is awarded the marital residence free and clear of any claim of Heather subject to the payout of her equity. Casey shall have 90 days from the entry of the Decree of Divorce to refinance or assume the mortgage and remove Heather's name from the same. Heather's 50% equity in the home is \$157,683.05, which Casey shall pay to Heather within 90 days of entry of the Decree of Divorce. Heather shall execute a Quit Claim Deed in Casey's favor upon receipt of her equity and removal of her name from the mortgage(s), loans, and liens associated with the marital residence.

77. Should Casey fail to refinance or remove Heather's name from all debt associated with the marital residence and/or payout Heather's equity within 90 days of entry of the Decree of Divorce, Heather shall have the first option to refinance the home and pay Casey the \$157,683.05 in equity, if Heather cannot refinance the home, the home shall be listed for sale immediately. The parties shall engage the services of a realtor within 14 days of the knowledge of the inability to refinance, remove Heather's name, or pay the equity. If the parties cannot agree on a realtor, Heather shall provide Casey 3 names and Casey shall choose one of those three within 5 days of receiving names. The parties shall defer to the realtor regarding list price

and related issues regarding selling the home. The parties shall accept any reasonable offer. The parties shall divide the net proceeds equally (50/50). If later Casey sells the home Heather shall have the first right to purchase the home at fair market value.

Personal Property

78. Any personal property acquired prior to the marriage or after the date of separation shall be awarded as separate property to the party who acquired it.

79. Except as otherwise indicated hereinbelow, any personal property acquired during the marriage should be divided equitably by the parties. If there is a dispute on personal property, the parties shall attend mediation with each paying 50% of the mediator's costs.

80. 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. Heather shall be awarded the Ford Edge and 98 Dodge Ram.
- b. Casey shall be awarded the 2014 Dodge Ram, 2021 Ragen 5th Wheel, 2015 Polaris Razor, Honda CR 250, Honda CR 85, 1998 Polaris Explorer, Suzuki Quad Sport 400, Talaria Electric Dirt Bike, flatbed trailer, and 67 Chevy Camaro.
- c. As Heather's half of equity payout for the personal property awarded to Casey, Casey shall pay to Heather a lump sum of \$10,000 within 90 days from the date of this agreement.

81. *Retirement & Investment Accounts* – The parties acquired retirement accounts and/or investment accounts during the marriage, which shall be awarded as follows:

- a. Heather does not have any retirement accounts.
- b. Casey's retirement account with Charles Schwab shall be divided with Heather being awarded 50% of the marital portion, together with market gains and losses on this sum from the date of the Decree of Divorce until the date of segregation. The parties shall use Jay Woodall for drafting the Qualified Domestic Relations Order (QDRO) or preparing other paperwork to divide each account. The Parties shall equally split any costs associated with the division of the account. These costs include, but are not limited to: the drafting of the QDRO, contact with the retirement plan administrators, attorney fees, subpoenaing records, administrative fee for processing the division of the account, etc.
- c. Each party is obligated to cooperate with the other person and Jay Woodall and provide any information necessary for the transfer of the retirement benefits pursuant to the terms of this section.

82. *Bank & Other Financial Accounts*—During the marriage the parties acquired various bank and financial accounts which shall be divided as follows:

<i>Financial Institution</i>	<i>Awarded to</i>
Granite Credit Union Account (4305)	Casey
Cyprus Credit Union Account (9552)	Heather
SoFi Account (2496)	Heather
Chartway Credit Union Account (2556)	Heather
Chartway Credit Union Account (Casey's new account)	Casey

- a. To the extent either party is an authorized user or the above accounts are jointly held, the party awarded the account shall remove the other party's name therefrom. Both

parties will cooperate to execute any documents necessary to remove one another from the accounts awarded them herein.

83. *Trusts & Inheritances*—Each party shall be awarded their full share of any property, assets, accounts, or monies they receive or have received from a trust or inheritance, including any assets purchased or paid for using inherited funds.

Marital Debts, Obligations and Liabilities

84. The parties acquired debts during the marriage. Each party shall assume, indemnify, and hold the other harmless from liability on the following debts:

<i>Debt Description:</i>	<i>Approximate Balance</i>	<i>Obligation of:</i>
2014 Dodge Ram Loan with Cyprus CU	17,571.00	Casey
2016 Ford Edge Loan with Cyprus CU	4,429.44	Heather

85. That any and all debt not disclosed or divided herein shall be the exclusive responsibility of the party that incurred the same regardless of whether used for marital benefit.

86. Neither party shall incur any additional debt in the other's name using their name, likeness, or personal information.

87. Casey shall indemnify and hold Heather harmless on all debts and obligations Casey is ordered to pay, and any such debts and obligations associated with any property awarded to him.

88. Heather shall indemnify and hold Casey harmless on all debts and obligations Heather is ordered to pay, and any such debts and obligations associated with any property awarded to her.

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

90. 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.

91. Casey shall secure a life insurance policy listing Heather as a beneficiary for an amount of at least \$100,000 so long as there is an alimony or child support obligation.

Maiden Name

92. That Heather is restored to her maiden name of Heather Janyce Huff, if she so desires.

Duty to Sign Documents to Implement Decree of Divorce

93. 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

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

95. 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.

Mutual Restraining Orders

96. Both Parties should be mutually restrained from attempting, threatening, or committing domestic violence against the other party, to include stalking, harassing, threatening physical harm, causing any other form of abuse, and interfering with the other party's telephone, utilities, insurance, email, social media accounts, or other services.

97. Neither party should access electronic accounts in the other party's name, including social media accounts, email accounts, financial accounts, utilities accounts, or medical accounts.

98. Neither party should distribute the other party's image of personal information.

99. Neither party should disparage, defame, insult, demean, or harm the reputation of the other or their family members, to include posting on social media accounts or other internet sites or disparaging the other party to any professional colleagues or employers.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

Danielle R. Crumb
Attorney for Heather Janyce Maarse

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

DANIELLE R CRUMB: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah that this Order prepared by Celia

Langston's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of April 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Danielle R. Crumb

Attorney for Heather Janyce Maarse

/s/ Kenton Walker

Kenton Walker

Attorney for Casey Maarse