



WADE TAYLOR (10144)  
LAW OFFICES OF WADE TAYLOR  
34 SOUTH 500 EAST #105  
SALT LAKE CITY, UT 84102  
TELEPHONE (801) 538-0066  
EMAIL: wadetayloresq@gmail.com

*Attorney - Mediator  
Filing on behalf of both parties as a Third-Party Neutral,  
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct*

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**IN THE THIRD JUDICIAL DISTRICT COURT, TOOELE DEPARTMENT  
IN AND FOR TOOELE COUNTY, STATE OF UTAH**

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In the matter of the marriage of  CHARITY ANDERSON,  Petitioner,  and  DERALD ANDERSON,  Respondent.	<b>DECREE OF DIVORCE</b>  Case No. 264300111 Judge: L Douglas Hogan Commissioner: Renee Blocher
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The Petitioner, CHARITY ANDERSON, and the Respondent, DERALD ANDERSON, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

**IT IS HEREBY ORDERED:**

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

**PERSONAL PROPERTY**

1. Prior to the marriage, the parties each had individually acquired certain separate property. Each party shall be awarded any property identified as premarital or separate property, including all gifts and inheritance.
2. During the course of the marriage, the parties acquired certain items of personal property. Said personal property shall be divided among the parties as follows:

<b>Personal Property</b>	<b>Awarded to Petitioner</b>	<b>Awarded to Respondent</b>	<b>Other</b>
Kayaks and paddleboard	X		
Blue chairs and end tables	X		
Washer and dryer	X		
Two (2) TV's	X		
Wire headboard	X		
Instapot and rice cooker	X		
Painting of Jesus	X		
Pack-n-play	X		
Beehives	One (1) beehive	All other beehives	Petitioner shall be awarded one (1) beehive. Respondent shall be awarded all other beehives.
Derald's Tools		X	
Charity's Tools	X		

Shed	X		
Archway	X		
Sheffield Painting		X	

3. All other marital personal property shall be divided among the parties in a fair and equitable fashion as agreed upon by the parties.

4. Respondent shall remove his personal property from Petitioner's home located at 333 E Coventry Way, Stansbury Park, UT 84074 by March 15, 2026. Except for holiday decorations and five (5) beehives, any such property remaining after that date shall be awarded solely to Petitioner. Petitioner does not have to be present for Respondent to obtain his personal property from the home.

5. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded solely to the party from whose family it came.

#### **VEHICLES**

6. Each party shall be responsible for the debts and liabilities related to their separate vehicles and shall hold the other party harmless from any liability associated therewith. The parties shall take all necessary steps to transfer the vehicles into their own names within 30 days of the date of entry of the Decree of Divorce.

#### **REAL PROPERTY**

7. Each party shall be awarded sole ownership of all real property titled in their respective individual name, together with all equity therein, free and clear of any claim, interest, or encumbrance by the other party.

8. Respondent shall physically vacate Petitioner's home located at 333 E Coventry Way, Stansbury Park, Utah 84074 no later than January 1, 2026. Respondent's personal property shall be removed from the home by March 15, 2026, as outlined above.

**BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES,**  
**INVESTMENT, RETIREMENT/PENSION ACCOUNTS AND OR/BUSINESS**  
**INTERESTS**

9. The parties have acquired and continue to acquire bank, profit sharing, stock options, bonuses, investment, retirement and/or pension accounts and business interests during the course of the parties' marriage.

10. All of these accounts or assets shall be divided as follows as of the date of entry of the Decree of Divorce unless specified otherwise:

<b>Account Description</b>	<b>Petitioner will Receive</b>	<b>Respondent will Receive</b>	<b>Other</b>
Joint MACU bank accounts ending 1118	50%	50%	Funds in this account shall be divided equally between the parties. Once divided, the accounts shall be closed.
All other bank accounts in Respondent's name		100%	
All other bank accounts in Petitioner's sole name	100%		
Respondent's Pacificorp K Plus	\$80,738.03	All funds in	

Employee Savings Plan		the account minus Petitioner's award of \$80,738.03	
Petitioner's Tooele School District retirement account	100%		
Petitioner's LPL account	100%		
Investment and all other retirement accounts in Petitioner's name	100%		
Investment and all other retirement accounts in Respondent's name		100%	

11. Retirement and investment accounts divided by percentage shall be awarded subject to market gains and losses until the date of division. The awarded percentages shall be calculated without inclusion of any loans or debt balances secured by or taken against the accounts.

12. Except as otherwise specifically provided herein, each party shall retain all assets currently in his or her possession or titled in his or her name, free and clear of any claim by the other party.

13. If necessary, a Qualified Domestic Relation Order (QDRO) or Domestic Relations Order (DRO) shall be prepared to divide these accounts. Any fees associated with the above orders shall be split evenly between the parties. Parties shall initiate the QDRO(s) within thirty (30) days of the date of entry of the Decree of Divorce.

### **DEBTS AND OBLIGATIONS**

14. The parties shall be responsible for the debts in their own names and shall hold the other party harmless for any liability associated therewith.

15. Pursuant to §81-4-204(1)(e), Utah Code Annotated, the parties shall notify respective creditors or obligors, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

#### **LIFE INSURANCE**

16. Pursuant to UCA §81-4-406 (3)(d), to the extent either party owns a life insurance policy or annuity contract, such party has reviewed and, where appropriate, updated the list of beneficiaries associated with said policy or contract. Each party affirms that the individuals currently designated as beneficiaries are, in fact, the intended beneficiaries following the entry of the Decree of Divorce. Each party further acknowledges and understands that if no changes are made to the beneficiary designations, the individuals currently listed shall remain the beneficiaries and shall receive any funds disbursed by the insurance company or annuity provider pursuant to the terms of the respective policy or contract.

#### **ALIMONY**

17. Both parties waive any claim to spousal support from the other, now or forever

#### **TAX RETURN**

18. The parties shall file joint taxes for the 2025 tax year. Any refund or liability shall be divided equally between the parties.

#### **ATTORNEY'S FEES**

19. If either party fails or refuses to execute or cooperate in the execution of any document or instrument required to carry out the terms of this Decree, the other party may seek enforcement through specific performance and/or damages. The defaulting party shall be responsible for all reasonable costs, expenses, and attorney's fees incurred by the non-defaulting party in enforcing the terms of this Decree.

#### **MISCELLANEOUS**

20. Both parties shall be mutually restraining from bothering, harassing, annoying, threatening, disparaging, or harming the other party at the other party's place of residence, employment or any other place.

21. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

22. 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 this 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.

23. This Decree of Divorce is the result of the Stipulated Settlement Agreement reached through mediation. The final documents were prepared as a service to both parties and shall not be interpreted against either as the "drafting party."

24. Each party should execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree

hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek 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.

25. Upon the filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.

26. Petitioner may be restored to her maiden name of Cluff if she so desires.

**\*\*\*ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE  
COURT'S SEAL AT THE TOP OF THE FIRST PAGE\*\*\***

APPROVED AS TO FORM this 12th day of April 2026.

*E-signed by Wade Taylor  
with permission of Charity Anderson*

*/s/ Charity Anderson*

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CHARITY ANDERSON  
*Petitioner*

APPROVED AS TO FORM this 20th day of April 2026.

*E-signed by Wade Taylor  
with permission of Derald Anderson*

*/s/ Derald Anderson*

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DERALD ANDERSON



*Respondent*

**CERTIFICATE OF SERVICE & RULE 7 NOTICE**

I hereby certify that on the 11th day of April 2026, I caused a true and correct copy of the foregoing *Proposed Decree of Divorce* to be served on the following by the method indicated below. Further, the Proposed Decree shall be submitted in accordance with Rule 7 of the *Utah Rules of Civil Procedure*.

VIA E-MAIL:

CHARITY ANDERSON

*Petitioner*

Email: charanders100@gmail.com

DERALD ANDERSON

*Respondent*

Email: derald2391@gmail.com

LAW OFFICES OF WADE TAYLOR

/s/ *Wade Taylor*

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WADE TAYLOR

*Attorney*