

Justin David Metcalf

Name

1471 E Shoshone Ave

Address

Sandy, Utah 84092

City, State, Zip

801-971-7048

Phone

justinmetcalf801@gmail.com

Email

In the Court of Utah

THIRD Judicial District SALT LAKE County

Court Address 450 SOUTH STATE STREET, SALT LAKE CITY, UT 84114

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Justin David Metcalf

(name of Petitioner)

and

Heidi Marie Metcalf

(name of Respondent)

Other parties (if any)

Divorce Decree

264900676

Case Number

Judge Teresa Welch

Judge

Joanna Sagers

Commissioner (domestic cases)

The court decrees:

Divorce

1. Justin David Metcalf is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Justin David Metcalf. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Justin David Metcalf** and **Heidi Marie Metcalf** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

- a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Ella Marie Metcalf**

Date of Birth: **Feb 21, 2011**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Ella Marie Metcalf**

Date of Birth: **Feb 21, 2011**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Invalid Date**

Address: **1471 E Shoshone Ave, Sandy, Utah 84092 United States**

(1).

Caretaker at this address: **Justin Metcalf**

Caretaker current address: **1471 E Shoshone Ave, Sandy, Utah 84092**

United States

(2).

Caretaker at this address: **Heidi Metcalf**

Caretaker current address: **1471 E Shoshone Ave, Sandy, Utah 84092**

United States

(3).

Caretaker at this address: **Mia Metcalf**

Caretaker current address: **1471 E Shoshone Ave, Sandy, Utah 84092**

United States

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Justin David Metcalf** and **Heidi Marie Metcalf**'s minor children in any court or government agency. This includes filed, pending, and completed cases.
6. **Justin David Metcalf** and **Heidi Marie Metcalf** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Justin David Metcalf** and **Heidi Marie Metcalf**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint Physical Custody. **Justin David Metcalf** is filing this Parenting Plan and verifies the plan is filed in good faith.
8. The children should reside in **Justin David Metcalf**'s home **183** overnights each year and in **Heidi Marie Metcalf**'s home **182** overnights each year.
9. Parent-time will be equal between the parties. (Utah Code 81-9-305 and 81-6-206(7))
10. The chart below shows how this schedule will function.

Week	Evening	Parent
1	Monday	respondent
1	Tuesday	petitioner
1	Wednesday	petitioner
1	Thursday	petitioner
1	Friday	respondent
1	Saturday	respondent
1	Sunday	respondent
2	Monday	respondent
2	Tuesday	petitioner
2	Wednesday	petitioner
2	Thursday	petitioner

Week	Evening	Parent
2	Friday	respondent
2	Saturday	respondent
2	Sunday	petitioner

Parent-time for special occasions

11. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period Starts and ends	Years the parent is granted holiday	Years the parent is granted holiday
Holiday	Period	Noncustodial Years	Custodial 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 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 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	day before school resumes.		
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 Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving Break	(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 day before school resumes.	Even years	Odd years
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	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.		
Christmas Eve	(1) Holiday begins on December 24th at 4 p.m. (2) Holiday ends on December 24th at 9 p.m.	Odd years	Even years
Christmas Day	(1) Holiday begins on December 24th at 9 p.m. (2) Holiday ends on December 25th at 9 p.m.	Even years	Odd years
New Year's Eve	(1) Holiday begins on December 31st at 4 p.m. (2) Holiday ends on January 1st at 9 a.m.	Even years	Odd years
New Year's Day	(1) Holiday begins on January 1st at 9 a.m. (2) Holiday ends on January 1st at 9 p.m.	Even years	Odd 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 the 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

Holiday	Period	Noncustodial Years	Custodial 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 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 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: Heidi Marie Metcalf is the mother	
Father's Day	(1) Holiday begins on Father's Day at 9 a.m.	All Years: Justin David Metcalf is the father	

Holiday	Period	Noncustodial Years	Custodial Years
	(2) Holiday ends on Father's Day at 7 p.m.		
Summer Break	<p>Heidi Marie Metcalf will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Heidi Marie Metcalf. Heidi Marie Metcalf will have an additional two weeks of extended Summer Parent-time at the option of Heidi Marie Metcalf, subject to weekday parent-time for Justin David Metcalf, but not weekends normally exercised by Justin David Metcalf. Heidi Marie Metcalf will notify Justin David Metcalf of the summer break extended parent-time by May 1 each year. Justin David Metcalf will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Justin David Metcalf. Justin David Metcalf will notify Heidi Marie Metcalf of the summer break extended parent-</p>	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	time by May 15 each year. If the notification by Heidi Marie Metcalf is not timely, Justin David Metcalf may determine the schedule for extended parent-time for Heidi Marie Metcalf, so long as Justin David Metcalf has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.		
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)	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	Holiday ends on July 5th at 6 p.m.		
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
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Justin David Metcalf's Birthday	Justin David Metcalf will have parent-time each year on Justin David Metcalf's birthday from 3:00 p.m. until the following morning when Justin David Metcalf delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent		All years

Holiday	Period	Noncustodial Years	Custodial Years
	exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		
Heidi Marie Metcalf's Birthday	Heidi Marie Metcalf will have parent-time each year on Heidi Marie Metcalf's birthday from 3:00 p.m. until the following morning when Heidi Marie Metcalf delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.	All years	

Parent-time transfers

12. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior

to each scheduled parent-time.

Curbside transfers

13. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

14. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

15. The school the children will attend is based on a specific plan for where the children will attend school: **We will decide if and when our living arrangement changes from our home in Sandy. Ella is almost 15 and will be able to help in the decisions made.**

16. Justin David Metcalf and Heidi Marie Metcalf has authority to check the children out of school. Justin David Metcalf and Heidi Marie Metcalf has access to the children during school. If the parents cannot agree, education decisions will be made by Heidi Marie Metcalf.

Communication with each other

17. Parents will communicate with each other by any method.

Communication with the children

18. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

19. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

20. Both parents will have access to records and the ability to consult with providers

regarding education, child care, and health care.

Travel by the children

21. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

22. If the children will be travelling for more than **20** days, the parent arranging the travel will notify the other parent at least **14** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **7** days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

23. A child care provider for our children must be:

24. Other terms about child care: **Heidi and I are amicable on our child care terms. We will continue the system we have used throughout our child rearing.**

Relocation of a parent (Utah Code 81-9-209)

25. If either parent moves more than 149 miles from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

a. The written Notice of Relocation must include:

- Information about the move;
- A proposed parent-time schedule; and
- A statement that the parents will not interfere with the other parent's parent-time.

b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

26. If either parent lives more than 149 miles away from the other, or if the parents live a different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:

- i. Thanksgiving holiday beginning Wednesday until Sunday; and
- ii. spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;

b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:

- i. the entire winter school break period; and
- ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and

c. extended parent-time equal to $\frac{1}{2}$ of the summer or off-track time for consecutive

weeks. The children will be returned to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.

d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.

ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.

iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

27. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the parties as follows: **We will decide and agree on terms together, as we remain close friends.**

28. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

29. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

30. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. **Mediation**

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court

order.

31. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

END OF PARENTING PLAN

Income: Petitioner (Justin David Metcalf) (Utah Code 81-6-203)

32. **Justin David Metcalf's** gross monthly income for child support purposes is **\$6717**.

Justin David Metcalf receives the following gross monthly income:

a. **Justin David Metcalf** is employed at **Wells Fargo**. **Justin David Metcalf** earns **\$6417** gross (pre-tax) monthly income working a 40-hour a week job or less.

b. **Justin David Metcalf** has the following income from any of these sources:

Source: Rental income, Monthly amount: \$300.00

Income: Respondent (Heidi Marie Metcalf) (Utah Code 81-6-203)

33. **Heidi Marie Metcalf's** gross monthly income for child support purposes is **\$20901**.

Heidi Marie Metcalf receives the following gross monthly income:

a. **Heidi Marie Metcalf** is employed at **Salon HM LLC**. **Heidi Marie Metcalf** earns **\$10068** gross (pre-tax) monthly income working a 40-hour a week job or less.

34. The adjusted gross monthly income for **Heidi Marie Metcalf** is **\$20901**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

35. It is in the best interest of the children that **Heidi Marie Metcalf** be ordered to pay child support to **Justin David Metcalf** as follows:

a. **\$943.00** per month base support. This amount complies with the Utah Child Support Act.

36. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

37. The **joint** custody worksheet was used to calculate child support.

38. The base child support amount using the joint custody calculation is **\$943** per month.

Child support reduction for extended parent-time

39. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child

who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)). The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

40. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

41. Child support will be paid as follows:

Heidi and I have an agreement in place for handling all family expenses.

42. The issue of past-due child support may be decided by future court or administrative action.

43. **Justin David Metcalf** and **Heidi Marie Metcalf** will each pay half of any ORS fee.

a. If a fee is withheld from payments to **Justin David Metcalf**, **Heidi Marie Metcalf** will reimburse **Justin David Metcalf** for half the fee.

44. The parties must notify each other of any change in their income as follows:

45. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

46. The parents may claim the parties' children as dependents/exemptions for tax purposes as follows:

47. **Justin David Metcalf** may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. **Heidi Marie Metcalf** may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

Child health care (Utah Code 81-6-208)

48. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

49. **Justin David Metcalf** must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Justin David Metcalf's** insurance will be primary coverage.
- **Heidi Marie Metcalf's** insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Justin David Metcalf's** spouse's insurance will be primary coverage.
- **Heidi Marie Metcalf's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

50. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.

b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.

c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

51. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

52. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

53. Vehicles will be divided as follows:

a.

Year: **2023**

Make: **Subaru**

Model: **Ascent**

VIN: **N/A**

Owner (before divorce): **Justin Metcalf**

Current value: **\$35,000.00**

Amounts Estimated: **no**

Ownership After Divorce: **Justin David Metcalf**

I.

Lender: **Chase**

Address: **10620 S State St, Sandy, UT, 84070**

Date Acquired: **N/A**

Amount Owed: **\$25,114.87**

Amounts Estimated: **no**

Monthly Payment: **\$504.49**

The debt will be paid as follows: **Justin David Metcalf will pay the entire debt. Justin David Metcalf will provide a copy of the divorce decree to the lender.**

b.

Year: **2004**

Make: **Toyota**

Model: **Camry**

VIN: **N/A**

Owner (before divorce): **Justin Metcalf**

Current value: **\$2,000.00**

Amounts Estimated: **no**

Ownership After Divorce: **We let our kids share this vehicle**

Loan: **N/A**

Bank and credit union accounts

54. Bank and credit union accounts will be divided as follows:

a.

Account Number: **0543**

Account Type: **Investment/brokerage**

Institution Name: **Wells Fargo**

Address: **6099 S State St, Murray Ut 84107**

Date Opened: **N/A**

Balance (US Dollars): **\$27,735.73**

Estimated: **no**

Owner: **Justin David Metcalf and Heidi Marie Metcalf**

Co-Owner(s): **N/A**

Divide as follows: **A custom split of 70% to Heidi and 30% to Justin.**

b.

Account Number: **7919**

Account Type: **Checking**

Institution Name: **Wells Fargo**

Address: **6099 S State St, Murray Ut 84107**

Date Opened: **N/A**

Balance (US Dollars): **\$5,989.39**

Estimated: **no**

Owner: **Justin David Metcalf and Heidi Marie Metcalf**

Co-Owner(s): **N/A**

Divide as follows: **A custom split of 70% to Heidi and 30% to Justin.**

c.

Account Number: **0731**

Account Type: **CD, checking, and savings**

Institution Name: **Mountain America Credit Union**

Address: **9640 S State St, Sandy, UT 84070**

Date Opened: **N/A**

Balance (US Dollars): **\$27,850.62**

Estimated: **no**

Owner: **Justin David Metcalf and Heidi Marie Metcalf**

Co-Owner(s): **N/A**

Divide as follows: **A custom split of 70% to Heidi and 30% to Justin.**

d.

Account Number: **3197**

Account Type: **Checking and savings**

Institution Name: **Canyon View Credit Union**

Address: **2275 E 9400 S Sandy, UT 84093**

Date Opened: **N/A**

Balance (US Dollars): **\$6,546.21**

Estimated: **no**

Owner: **Justin David Metcalf and Heidi Marie Metcalf**

Co-Owner(s): **N/A**

Divide as follows: **Heidi Marie Metcalf should be awarded the entire balance of \$6,546.21 from this money.**

e.

Account Number: **8822**

Account Type: **Checking**

Institution Name: **Key Bank**

Address: **8625 Highland Dr, Sandy, UT 84093**

Date Opened: **N/A**

Balance (US Dollars): **\$5,000.00**

Estimated: **no**

Owner: **Justin David Metcalf and Heidi Marie Metcalf**

Co-Owner(s): **N/A**

Divide as follows: **A custom split of 70% to Heidi and 30% to Justin.**

55. This other property will be divided as follows:

Two Dogs; Joint custody following the same pattern as child custody

Debts

56. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Other Debt

a.

Account Number: **None**

Institution Name: **Westgate Time Share**

Address: **5601 Windhover Dr, Orlando, Florida, 32819**

Amount owed on debt (in US Dollars): **\$16,509.00**

Minimum Monthly Payment (in US Dollars): **N/A**

Owner: **Justin Metcalf and Heidi Metcalf**

The debt will be paid as follows: **We are working with a time share exit company, we have been for a few years and will continue with their services. Resort Advisory Group's primary location is 27201 Puerta Real, Suite 300, Mission Viejo, California 92691**

Real property

57. The parties acquired the following real property during the marriage:

a.

Description: **Primary residence**

Address: **1471 E Shoshone Ave, Sandy, Salt Lake, Utah 84092 United States**

Tax ID: **28-09-103-0220000**

Legal Description: **BEG N 89°54'35" E 560.27 FT & N 0°05'25" W 30 FT & S 0°14' 35" E 1171.141 FT & N 89°54'35" E 539.997 FT FR NW COR SEC 9, T 3S, R 1E, S L M; S 89°54'35" W 22.27 FT; N 0°05'25" W 161.2 FT; N 89°54'35" E 76.27 FT; S 14°20'05" E 143.71 FT; SW'LY ALG A CURVE TO R 92.9 FT TO BEG. 0.33 AC 4687-1367 6047-777 8516-3941 8856-8446,8468 10128-667**

Date property acquired: **Aug 8, 2020**

Names on title: **Heidi Metcalf, Justin D Metcalf**

Original cost: **\$525,000**

Current value: **\$800,000.00**

Property values estimated: **no**

Disposal: **We amicably agree to decide at a later date when to sell the property and will divide the remaining equity at that time, based on a percentage we agree.**

i.

Creditor: **N/A**

Names on mortgage: **Justin Metcalf**

Date mortgage acquired: **Aug 8, 2022**

Mortgage balance: **\$353,096.31**

Monthly payment: **\$2,241.12**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **We will both pay the liens until we agree to sell the property. Justin David Metcalf will provide a copy of the divorce decree to the lender.**

ii.

Creditor: **N/A**

Names on mortgage: **Heidi Marie Metcalf, Justin David Metcalf**

Date mortgage acquired: **Aug 8, 2022**

Mortgage balance: **\$211,196.81**

Monthly payment: **\$1,385.33**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **We will both pay the liens until we agree to sell the property. Justin David Metcalf will provide a copy of the divorce decree to the lender.**

iii.

Creditor: **N/A**

Names on mortgage: **Justin Metcalf**

Date mortgage acquired: **Aug 8, 2022**

Mortgage balance: **\$43,243.49**

Monthly payment: **\$205.52**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **We will both pay the liens until we agree to sell the property. Justin David Metcalf will provide a copy of the divorce decree to the lender.**

b.

Description: **Family Terrace**

Address: **226 N Cliff Side Dr #201, Hurricane, Washington, UT 84737 United States**

Tax ID: **H-CSC-3-1-L-201**

Legal Description: **Coral Springs Condos phase 3 first supplemental unit 201 building L**

Date property acquired: **Dec 26, 2024**

Names on title: **Heidi Metcalf, Justin Metcalf**

Original cost: **\$400,000**

Current value: **\$400,000.00**

Property values estimated: **yes**

Estimation basis for property value: **To my best memory**

Disposal: **Heidi Marie Metcalf will receive sole ownership of this property.**

i.

Creditor: **N/A**

Names on mortgage: **Heidi Metcalf Justin Metcalf**

Date mortgage acquired: **Dec 26, 2024**

Mortgage balance: **\$292,129.67**

Monthly payment: **\$2,212.36**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Heidi Marie Metcalf will pay the entire debt. Heidi Marie Metcalf will provide a copy of the divorce decree to the lender.**

Alimony

58. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

59. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party

(Alternate Payee).

60. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **9834**

Plan Name: **Traditional IRA (401k rollover)**

Plan Administrator: **Self Directed**

Company Name: **Wells Fargo**

Address: **1471 E Shoshone Ave**

Date Opened: **Invalid Date**

Plan Value: **\$109648.12**

This plan is in the name of: **Justin David Metcalf**

Divide as follows: **The entire account should be awarded to Justin David Metcalf.**

b.

Account Number: **5468**

Plan Name: **Traditional IRA (401k rollover)**

Plan Administrator: **Intuitive Investor**

Company Name: **Wells Fargo**

Address: **1471 E Shoshone Ave**

Date Opened: **Invalid Date**

Plan Value: **\$54917.58**

This plan is in the name of: **Justin David Metcalf**

Divide as follows: **The entire account should be awarded to Justin David Metcalf.**

c.

Account Number: **6026**

Plan Name: **Indexed Universal Life Insurance Policy**

Plan Administrator: **Robert B Arbon**

Company Name: **Transamerica Financial Foundation IUL**

Address: **52 S 850 W OFC 103A**

Date Opened: **Jul 28, 2018**

Plan Value: **\$43187.06**

This plan is in the name of: **Heidi Marie Metcalf**

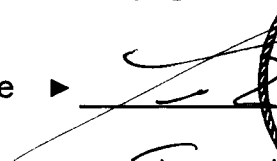
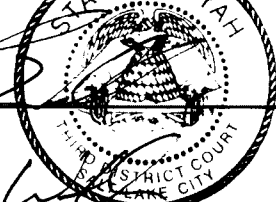
Divide as follows: **The entire account should be awarded to Heidi Marie Metcalf.**

Duty to sign documents

61. The parties will sign all documents necessary to comply with the divorce decree


within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

Date 5/6/2026 Signature 
Judge 

Date _____ Signature _____
Commissioner _____

Approved as to Form.

Other Party 
Signature ►

Other Party Heidi Marie Metcalf
Name

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Heidi Marie Metcalf**
Method of service: **Hand Delivery**
Address: **1471 E Shoshone Ave, Sandy UT 84092**
Date of Service: **Apr 30, 2026**

04/30/2026 Date Signature 
Date Printed Name Justin D Metcalf