



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

IN THE MATTER OF THE MARRIAGE OF

DECREE OF DIVORCE

BRENT WAYNE SMITHSON,
Petitioner,

Case No.: 264300141

and

Judge: Hogan

Commissioner: Blocher

PATRICIA LYNN SMITHSON,
Respondent.

The above-captioned matter came on regularly for consideration by the court without a hearing. Pursuant to the parties' *Stipulated Petition for Divorce and Settlement Agreement*, a judgment for a divorce should 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:

1. The Parties are awarded a Decree of Divorce on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

Provisions Relating to Jurisdiction

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2. Petitioner and Respondent are residents of Tooele County and have been residents for at least three months immediately prior to filing this action.

3. The Parties were married August 18, 2007, in Las Vegas, Clark County, State of Nevada, and are currently married. Although the Parties still share a residence, they have been separated around June 2015.

Provisions Relating to Grounds

4. During the course of the marriage, the Parties have experienced irreconcilable differences that have prevented the Parties from pursuing a viable marriage relationship.

A Decree of Divorce shall be entered on the grounds of irreconcilable differences.

Provisions Relating to Minor Children

5. There are no children born to this marriage and none are expected.

Provisions Relating to Debts and Obligations

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6. During the course of the marriage, the Parties acquired certain debts and obligations, which have already been divided. Otherwise, each party is solely responsible for the debt in his or her own name, or in the joint names of the Parties but incurred without the other party's consent, and shall indemnify and hold harmless the other party therefrom.

7. Pursuant to Utah Code 30-3-5(3)(c)(ii), the Parties are ordered to notify respective creditors regarding the division of debts, obligations, or liabilities herein and the party's separate and current addresses.

Provisions Relating to Personal Property

8. **Personal Property:** During the course of the marriage, the Parties acquired certain items of personal property, which have already been divided. Personal property acquired by either party after the date of separation, if any, is awarded to the party who acquired it, as his or her sole and separate property. Property in possession of either party as of the date of entry of the Decree of Divorce is awarded to the party in possession.

9. Any personal property Petitioner has not retrieved from 172 South 3rd Street, Tooele, UT, 84074 prior to the date of entry of the Decree of Divorce is awarded to Respondent. Should it be necessary for Respondent to dispose of or remove any property Petitioner fails to retrieve, Petitioner is solely responsible for the cost of removal or

disposition and is ordered to reimburse Respondent for such costs within fifteen (15) days of receiving proof of such expenses.

10. Personal Belongings: Each party is awarded their own personal belongings such as clothing and toiletries.

11. Accounts: The Parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage, which have already been divided.

Provisions Relating to Retirement Accounts

12. Retirement Accounts: Neither party has acquired a retirement or pension or profit-sharing account through their employment.

Provisions Relating to Real Property

13. Real Property: The Parties did not acquire or own any real property during the marriage and therefore no real property exists as to be divided.

Miscellaneous Provisions

14. Alimony: Neither party is awarded alimony.

15. Attorney's Fees: Each party is responsible for his or her own attorney's fees.

16. Delivery of Documents: Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court.

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17. Limited Disclosure: Both parties recognize there has been limited formal disclosure of financial documents. The Parties recognize they have a right and ability to do discovery and have access to the other party's financials. However, the Parties have accepted the disclosures that have been made and assert to the court and their counsel, if any, that they are satisfied with the financial disclosures and have enough information to make an informed decision regarding the division of their marital estate.

18. Both parties state (1) they have consulted with their respective counsel of record or having been given the opportunity to consult with counsel; (2) they are free from any disability or impairment that might interfere with their competence to know and understand this agreement; (3) they have been, or having understood that it is their right to be, fully, separately, and independently apprised and advised of their respective legal rights, remedies, privileges, and obligations, arising out of the marital relationship or otherwise, by counsel of their own choice and selection; (4) they understand what the agreement means and requires them to do, and they believe it to be fair, just and equitable; (5) neither party is engaged in military service.

19. Both parties agree this agreement was negotiated at arm's length and both parties have had a full and fair opportunity to review, edit, and consult with legal counsel regarding its terms. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party (*contra proferentem*) shall not apply to the

interpretation or enforcement of this agreement and the final Decree of Divorce (the “Decree”). The Decree shall be interpreted neutrally, as if drafted jointly by both parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision herein.

WHEREFORE, Respondent prays that a Decree of Divorce be granted pursuant to the terms set forth in this stipulation and settlement agreement.

**[END OF COURT ORDER. SEE TOP OF FIRST PAGE FOR COURT
ENDORSEMENT]**

APPROVED AS TO FORM AND CONTENT:

/s/ _____

Brent Smithson

Petitioner, Pro Se

*Electronically signed with permission given on July __, 2026.

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

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 Patricia’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

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I hereby certify that on this 13th day July 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Brent Smithson

Petitioner, Pro Se

/s/ Jaysha Thompson

Jaysha Thompson

Paralegal for Stephen Surman

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