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IN THE THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH

In the matter of the marriage of: STEPHANIE BUEHNER, Petitioner, and STUART C. BUEHNER, Respondent	DECREE OF DIVORCE Civil No. 264903806 Judge: Patrick Corum Commissioner: Michelle Blomquist
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Petitioner, Stephanie Buehner (“Stephanie”), represented by Martin N. Olsen and Respondent, Stuart C. Buehner (“Stuart”), represented by Kara Lee Barton, having negotiated in good faith, executed a Stipulation and Settlement Agreement to resolve all issues in dispute in the above-captioned divorce case. Based upon the Stipulation and Settlement Agreement fully incorporated herein by reference and the Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

The parties are awarded a Decree of Divorce to become final upon signature and entry.

1. **Children, Custody and Visitation.** The parties have three (3) children born as issue of the marriage, one of whom remains a minor, to-wit: B.B., born September 2009.
2. The parties shall be awarded joint legal and physical custody of the minor child.
3. Stephanie and Stuart shall be awarded parent-time as the parties may agree, or in the event they cannot agree on their parent-time schedule, then parent time shall be pursuant to Utah Code Ann. §81-9-305. The parties recognize the B.B. is sixteen-years-old, has his own vehicle and will be seventeen in September 2026. The parties intend to honor his wishes regarding day-to-day visitation and take into consideration where he would like to finish high school.
4. Stephanie shall be designated as the primary residential parent for purposes of final decision making authority regarding medical care, education and religion.
5. The parties shall be mutually restrained from making demeaning and degrading remarks about the other party in the presence of the minor child, and shall refrain from allowing third parties to do so.
6. The parties shall be mutually restrained from involving the minor child in their divorce matter, and shall refrain from allowing third parties to do so.
7. **Child Support.** Commencing June 1, 2026, Stephanie shall be awarded child support from Stuart in the amount of \$1,000.00 each month, which sum is pursuant to the Uniform Child Support Guidelines for the State of Utah. Child support shall be paid by or before the 5th day of each month.
8. Stephanie shall be awarded said child support until the minor child reaches the age of eighteen (18) years and graduates from high school with his normal and expected graduating

class of 2028.

9. In the event Stuart falls in arrears in his child support obligation, Stephanie shall be entitled to mandatory income withholding relief pursuant to Utah Code Ann. §62A-11-401, et seq., and Universal Income Withholding pursuant to Utah Code Ann. §62A-11-501, et seq.

10. **Extracurricular Activity Expenses.** The parties shall pay one-half of all extracurricular activities of the minor child. However, said extracurricular activity must be agreed to, in writing, by the parties prior to the child being enrolled or taking part in such activities. If the parties are unable to agree on the extracurricular activity, either party shall still be entitled to have the child participate in the extracurricular activity if that party pays entirely for the extracurricular activity and so long as the extracurricular activity does not interfere with the other party's parent time. The parties shall act in good faith in deciding whether the minor child shall participate in an extracurricular activity.

11. **Childcare Expenses.** Based on the age of the minor child, the parties do not anticipate incurring childcare expenses.

12. The parties shall be granted the right of first refusal to care for the minor child when the other party is unavailable to do so for a given overnight(s) prior to the unavailable party engaging surrogate care.

13. **Medical Insurance.** Stephanie shall be ordered to provide and maintain medical and dental insurance for the benefit of the minor child at her sole expense, as long as a policy is available to her through her employer, at a reasonable cost.

14. The parent who is ordered to maintain insurance shall 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. §78B-12-212.

15. The parent who is ordered to maintain insurance shall provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change, as set forth in Utah Code Ann. §78B-12-212.

16. **Medical Expenses.** The parties shall divide equally all out-of-pocket medical, dental, orthodontic, optical, pharmaceutical, counseling, co-pay and deductible expenses which are incurred on behalf of the minor child and not paid by insurance.

17. The parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent as set forth in Utah Code Ann. § 81-9-208.

18. 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 within thirty (30) days of payment, as set forth in Utah Code Ann. §81-9-208.

19. The parent who incurs the medical expenses shall be reimbursed within thirty (30) days of providing verification of the cost and payment to the other parent.

20. The parties shall 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. §81-9-208.

21. **Life Insurance.** Both Stephanie and Stuart shall be ordered to provide and maintain the life insurance policies through North Western Mutual (\$1,000,000.00), with Stephanie and the children named as the sole and exclusive beneficiaries thereon on Stuart's life insurance policy and Stuart and the child named as the sole and exclusive beneficiaries on Stephanie's life

insurance policy. Stephanie currently has a life insurance policy in the amount of \$500,000.00.

Stuart currently has a life insurance policy in the amount of \$1,000,000.00.

22. The death benefits of Stephanie's policy are \$500,000.00 and Stuart's policy is \$1,000,000.00.

23. On or before February 15th of each year, the parties shall provide to one another proof that such insurance is in full force and effect.

24. Stuart shall make automatic payments of the life insurance policies for the parties for two (2) years until 2028. If Stephanie cannot afford to make her life insurance policy payment after those 2 years she has the option to cancel her policy. After that, Stuart shall continue to pay for the children and him until the policy pays for itself. Should Stuart miss a payment, he shall pay Stephanie and she shall ensure that the payment is made.

25. **Alimony.** Beginning June 2026, Stephanie shall be awarded the sum of \$1,000.00 per month which shall be paid on or before the 5th of each month from Stuart as alimony, which shall terminate upon the first of the following contingencies to occur: a) Stephanie's remarriage; b) Stephanie's cohabitation; c) Stephanie's or Stuart's death; twenty-four (24) months (last payment May 2028).

26. **Real Property.** During the course of the marriage, the parties acquired a home and real property located at 4025 South Splendor Way, Salt Lake City, Utah 84124, and 69 Crook Street, Fish Haven, Idaho (Bear Lake Cabin) and an accompanying lot.

27. Stephanie shall be awarded the home and real property located at 4025 South Splendor Way, Salt Lake City, Utah 84124, free and clear of any claim by Stuart, subject to the mortgage obligation owing thereon. Stuart shall be ordered to execute a Quitclaim Deed within ten days of

the entry of the Decree of Divorce, thereby divesting any interest he may have in and to the home and real property. Stephanie shall have 60 months from the date of the divorce to refinance the property out of Stuart's name. If she fails to do so, the property shall be placed on the market for sale. Stephanie shall ensure that all monthly mortgage payments are paid on time and should she fail to make payment within 30 days of the due date, the home shall be placed on the market for sale.

28. Stuart shall pay \$ 168,958.40 to the HELOC by August 17, 2026.

29. Stephanie shall be responsible for the balance of the HELOC in the amount of \$15,974.82. She shall pay this balance off as soon as possible, but no later than July 1, 2028.

30. The HELOC shall remain in both parties' names until it is paid in full. Neither party will take additional funds from the HELOC and upon the balance being paid, it shall be closed.

31. In the event that Stephanie fails to make timely payment on the existing HELOC, Stuart has the option of paying off the current existing balance and the amount of \$15,974.82 which shall be withheld by him from ongoing child support and alimony payments.

32. Stephanie shall not sell the marital home until after the minor child graduates from high school.

33. Stuart shall be awarded the Bear Lake cabin and the accompanying lot (#110), free and clear of any claim by Stephanie. Stuart has since refinanced the loan associated with the Bear Lake cabin. If necessary, Stephanie shall be ordered to execute a Quitclaim Deed within ten days of the entry of the Decree of Divorce, thereby divesting any interest she may have in and to the Bear Lake cabin.

34. **17 Acres.** The parties shall be ordered to immediately transfer the 17 acres in equal

shares between their children by signing over the LLC in which it is owned to the parties' children. The parties shall be mutually restrained from allowing the minor children to return their respective property to either party unless agreed upon in writing between the parties. In the event a party desires to repurchase a child(ren)'s respective property, then in that event, the repurchase shall be an arm's length transaction (e.g. based on an appraised value, full payment at time of closing, etc.).

35. **Timeshare**. Stephanie and Stuart shall each be awarded the timeshare, with the parties alternating years to use the timeshare. Should either party elect to not use the timeshare in their designated year, the other party may use the timeshare without losing the his/her following designated years. Each party shall pay fees associated with the timeshare for this/her designated years. Each party shall inform the other if they intend to use the timeshare in their designated year by or before May 31st of that year.

36. **Willow Creek Country Club Membership**. Stephanie shall be awarded the Willow Creek Country Club membership.

37. **Personal Property**. During the course of the marriage, the parties acquired certain items of personal property.

38. Stephanie shall be awarded the following items of personal property, free and clear of any claim by Stuart:

- a. 2025 Audi Q7, subject to any indebtedness thereon;
- b. Stephanie's snowmobile;
- c. A portion of the furniture, furnishings and fixtures as the parties may agree; and
- d. Stephanie's personal belongings.

39. Stuart shall be awarded the following items of personal property, free and clear of any claim by Stephanie:

- a. (Stuart's vehicle), subject to any indebtedness thereon;
- b. Boat;
- c. All remaining motorcycles, 4 wheelers and/or other recreational vehicles not otherwise awarded to Stephanie, subject to any indebtedness thereon;
- d. A portion of the furniture, furnishings and fixtures as the parties may agree; and
- e. Stuart's personal belongings.

40. With regard to division of the personal property set forth above, the parties shall come to an agreed upon division. If the parties cannot agree, they shall attend mediation without attorneys prior to seeking relief from the Courts. The 4 Wheeler with plow shall remain at the 4025 South Splendor way address. Each party acknowledges, however, that the 4 Wheeler and accessories belongs to their minor child B.B.

41. **Savings Accounts, Checking Accounts and Investments Accounts.** During the course of the marriage, the parties acquired certain savings accounts, checking accounts and/or investment accounts.

42. The parties shall be awarded their individual savings accounts, checking accounts and/or investment accounts, free and clear of any claim by the other party.

43. **Stocks, Bonds and Miscellaneous Securities.** During the course of the marriage, the parties acquired certain stocks, bonds and/or miscellaneous securities.

44. The parties are hereby awarded their individual stocks, bonds and/or miscellaneous securities, free and clear of any claim by the other party.

45. **Digital Assets.** At this time, the parties are unaware of any digital assets such as cryptocurrencies and the like. In the event that any purchased during the marriage is discovered, the assets shall be divided equally.

46. **Debts and Obligations.** During the course of the marriage, the parties acquired certain debts and obligations.

47. Stephanie shall assume and pay and hold Stuart harmless from liability thereon, the following debts and obligations:

- a. Mortgage on home and real property;
- b. HELOC on marital home (\$15,974.82);
- c. Automobile loan maintained by Canyon View Credit Union;
- d. Nordstrom credit card;
- e. Stephanie's individual debts, credit cards and obligations.

48. Stuart shall assume and pay and hold Stephanie harmless from liability thereon, the following debts and obligations:

- a. Loan on Bear Lake cabin;
- b. Loan from Stuart's cousin;
- c. Any unpaid taxes debt from the IRS or State of Utah;
- d. Stuart's individual debts and obligations.

49. **Obligation to IRS and State of Utah.** During the marriage, the parties acquired certain tax debt to the IRS. Stephanie has paid the debt using, in part, HELOC funds. Of the whole debt owed by the parties to the IRS, Stephanie has paid \$38,000.00. As provided above in paragraph 36, Stuart agrees to pay of the balance of the debt by August 17, 2026. He shall pay this off

directly to the HELOC. The parties warrant that they are unaware of any other joint debts owing to the IRS or to the State of Utah.

50. Stephanie shall petition the IRS by August 17, 2026, in an attempt to mitigate/abrogate any penalty charged to the parties as a consequence of their late payment. Any refund or credit received as a consequence of the petition shall be divided 50/50, Stephanie shall use funds to pay towards the HELOC.

51. **Insurance Reimbursement.** Stuart shall pay the sum of \$1,655.00 to Stephanie for reimbursement of insurance payments made by Stephanie.

52. **Retirement.** The parties shall be awarded their individual retirement accounts, pension plans, savings plans, profit sharing plans, 401(k) accounts, IRA's, etc., which either party has acquired at his or her place of employment or otherwise during the marriage, free and clear of any claim by the other party.

53. **Business Interest.** During the marriage, Stephanie and Stuart acquired an ownership interest in various businesses.

54. Stuart shall be awarded the businesses, including but not limited to, all assets held by the businesses and contracts, free and clear of any claim by Stephanie, and subject to Stuart assuming and paying the liabilities and obligations associated therewith, holding Stephanie harmless therefrom.

55. The parties shall file joint federal and state income tax returns for all tax years up to and including 2025. Commencing with the 2026 tax year, the parties shall file their income tax returns separately.

56. **Tax Credits.** Stephanie shall be awarded the Federal and State tax credits for the minor

child, as well as any future stimulus payments or government benefits applicable to the minor child. Stuart is awarded all tax loss carry forward or any other tax credits awarded to him or the business which he is awarded in the decree of divorce.

57. **Maiden Name.** Stephanie's maiden name of "Haskins" shall be restored to her upon entry of the Divorce of Divorce, if she so desires.

58. **Attorney Fees and Court Costs.** The parties shall be ordered to assume and pay their individual attorney fees and costs incurred herein.

59. **Deeds and Other Documents.** Each party shall execute and deliver to the other party such documents as are required to implement the provisions of the Decree of Divorce entered by the Court, including but not limited to titles and deeds.

60. **Default.** In the event either party fails to comply with any of the terms and conditions set forth in the Decree of Divorce, the party in default shall be liable to the other party for all reasonable expenses, including attorney fees, incurred in enforcing the terms and conditions of the Decree of Divorce.

61. **Full Disclosure.** That in the event a party has intentionally failed to disclose all assets to the other party, the party discovering the undisclosed asset or assets may be awarded the entire asset or assets if it is demonstrated by a preponderance of the evidence that the party intentionally failed to disclose and/or hid said asset.

62. **Notice to Creditors.**

a. Pursuant to Utah Code Ann. §§15-4-6.5, 30-2-5 and 30-3-5(1)(c), as amended, the parties are required to 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.

- b. Therefore, the party not obligated to pay a joint obligation shall:
 - i. Send a copy of the Decree of Divorce to each joint creditor he/she is not required to pay as soon as possible.
 - ii. Notify that joint creditor of the current address for each party.
 - iii. Inform that joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract, and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who was not required to pay the debt.
- c. Pursuant to Utah Code Ann. §§15-4-6.7, 30-2-5 and 30-3-5(1)(c), as amended, when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code Ann. §§30-3-5, 30-4-3, or 78-45-7.15, as amended, or an administrative order under Utah Code Ann. §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.
- d. Therefore, each party shall:
 - i. Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child.
 - ii. Notify the particular creditor of the party's current address.

iii. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of the medical and dental expenses required to be paid by the parent under the order, and also inform the particular creditor that it may not make a negative report under Utah Code Ann. §70C-7-107, or report of the debtors repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

Approved as to form:

/s/ Martin N. Olsen

Martin N. Olsen

Attorney for Petitioner

(electronically signed with permission
via email dated 08/24/2026)

****END OF ORDER****

In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge or Commissioner, but instead displays an electronic signatures at the top of the first page of this Order.