



BEAN & MICKEN
Emilie A. Bean (6178)
Attorney for Petitioner
471 West Heritage Park Blvd., Suite 1
Layton, Utah 84041
Tel. No. (801) 825-3477
emilie@beanandmicken.com

IN THE SECOND JUDICIAL DISTRICT COURT OF WEBER COUNTY

STATE OF UTAH

In the Matter of the Marriage of: JACOB DAVID SMITH, Petitioner, vs. KAYDEN LOWRY LIVINGSTON, Respondent.	DECREE OF DIVORCE Case No. 246901054 Tier 4 Judge Catherine S. Conklin Comm. Brandon J. Richards
--	---

Petitioner, JACOB DAVID SMITH, by and through his counsel of record, Emilie A. Bean, hereby submits the following Decree of Divorce, based on evidence provided in support thereof by Declaration as set forth in Utah Code Ann. §81-4-406(1)(a) (2024). The Court, having received the Stipulation and Property Settlement Agreement executed by the parties, being fully advised in the premises, does hereby ORDER, ADJUDGE, and DECREE as follows:

DIVORCE

1. The parties agree that Petitioner will be awarded a Decree of Divorce from Respondent upon the ground of irreconcilable differences, and the bonds of matrimony now and heretofore existing between the parties are hereby dissolved. The divorce shall become final upon entry by the Clerk of the Court.

2. By signing the Stipulation, the Respondent has acknowledged service of the Divorce Petition upon him and agrees that his default may be entered by the Court based only upon the provisions herein.

PROPERTY DISTRIBUTION

3. The parties agreed that all real and personal property acquired during the course of the marriage shall be awarded as follows:

a. Petitioner shall be awarded as his sole and separate property:

- (1) 2022 Forest River Sand Storm trailer;
- (2) 2026 Chevrolet truck;
- (3) 1997 Toyota Corolla;
- (4) 2021 Maverick Sport Max side by side;
- (5) All personal property currently in Petitioner's possession as it is

constituted at the time the Decree of Divorce is entered.

b. Respondent shall be awarded as his sole and separate property:

- (1) The real property located 321 W 5100 S, Ogden, Utah and legally

described as follows:

Parcel No. 070660019

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS SOUTH 89D57' EAST 1126 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION TO THE WEST LINE OF 300 WEST STREET AND NORTH 0D22' EAST 629.46 FEET, MORE OR LESS, ALONG THE WEST LINE OF 300 WEST STREET TO THE SOUTH LINE OF 5100 SOUTH STREET FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER SECTION; RUNNING THENCE NORTH 89D34' WEST 100 FEET ALONG THE SOUTH LINE OF 5100 SOUTH STREET;

THENCE SOUTH 0D22' WEST 81.65 FEET; THENCE SOUTH 89D34' EAST 100 FEET TO THE WEST LINE OF 300 WEST STREET; THENCE NORTH 0D22' EAST 81.65 FEET ALONG THE SAID WEST LINE TO THE POINT OF BEGINNING.

(2) His K. Livingston and Associates business with no claim by the
Petitioner;

(3) 2025 Chevrolet Equinox;

(4) 2004 Polaris Trail Boss 4-wheeler;

(5) All personal property currently in Respondent's possession as it is
constituted at the time the Decree of Divorce is entered.

4. The Respondent will assume the mortgage on the real property. The Petitioner will provide and/or sign appropriate documents necessary to meet that end. The Respondent will complete the refinance in eighteen (18) months. If the Respondent is unable to refinance within the eighteen (18) months, the parties will meet and discuss an extension for six (6) additional months. During the time that the Petitioner's name remains on the property or the loan, the Respondent will not have any outside third party reside in the home. If a situation arises where Respondent wants to allow any third-party residents, the parties will meet to discuss the options.

5. If the Respondent is unable to assume the mortgage loan in the designated time, then the house will be listed for sale with Collin Brown within thirty (30) days to allow for any repairs or work required by the realtor. The house and yard will be maintained by Respondent at the standard required by the realtor and Respondent will make himself and the house available for showing also as required by the realtor. In consultation with the parties, the realtor will determine the asking price, any reductions or seller concessions.

6. The Respondent will pay equity to the Petitioner as follows:

- a. \$10,000.00 within thirty (30) days of entry of the Decree;
- b. \$10,000.00 within ten (10) days of the mortgage assumption;
- c. \$7500.00 paid as the amount paid on the truck;
- d. \$7500.00 paid after the Respondent refinances the truck, trailer and side-by-side, or otherwise removes the Petitioner's name;
- e. If the real property is sold, the equity determination will be reassessed based upon the sale price, however, the Respondent will receive no less than the \$10,000.00 already paid and the \$7500.00 for the truck payments. Those amounts will be credited again the Respondent's one-half (½) of the remaining equity.

7. The parties have two (2) furry children. The Petitioner will be awarded Dutton with the Respondent allowed doggie time the first Sunday of every month to the second Sunday of every month with some flexibility based on the parties' schedules and communication with a right of first refusal if the Petitioner needs care for Dutton overnight. The Respondent is award Lou with doggie time for the Petitioner as the parties can agree.

DEBT ALLOCATION

8. The parties agreed to the following distribution of marital debts:
- a. Petitioner will be responsible and indemnify and hold Respondent harmless from:
 - (1) Ally Federal Credit Union after ten (10) months;
 - (2) America First Credit Union (side-by-side);
 - (3) America First Credit Union for ten (10) months (Equinox);
 - (4) America First Credit Union (trailer);

(5) The debts and obligations incurred by him individually since the parties' separation or which may be unknown to Respondent.

b. Respondent will be responsible and will indemnify and hold Petitioner harmless from:

- (1) Ally Federal Credit Union for ten (10) months (truck);
- (2) America First Credit Union after ten (10) months (Equinox);
- (3) Rocket Mortgage;
- (4) America First Credit Union (2nd mtg.);
- (5) SoFi personal loan;
- (6) America First Credit Union VISA;
- (7) RC Willey;
- (8) All debts and obligations incurred by him individually or since the parties' separation or which may be unknown to Petitioner.

9. Each party will refinance any joint debt within the same time period allowed for the assumption of the mortgage loans.

10. Both parties agreed to notify all creditors regarding the division of debts, assignment of payment liabilities and the name and current address of both parties.

11. **Notice to Creditors:** Pursuant to Utah Code Ann. §§15-4-6.5, 30-2-5, and 81-4-501 (2024), 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.

Therefore, the party not obligated to pay a joint obligation shall:

- a. Send a copy of the Decree of Divorce to each credit he is not required

to pay as soon as possible;

b. Notify the joint creditor of the current address for each party;

c. 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 is not required to pay the debt.

RETIREMENT

12. The Petitioner will be awarded his retirement as his sole and separate property in consideration for Petitioner not seeking an interest in the Respondent's business. Each party recognizes that he may have been entitled to a Woodward share or equal division of the other party's retirement benefits, and hereby agreed and stipulated that each party shall be awarded the retirement benefits as they have each accrued for themselves during the course of the marriage free and clear of any claim by the other now and forever in the future.

ALIMONY

13. The parties agreed and stipulated that each party will waive alimony against the other now and forever in the future.

MISCELLANEOUS

14. The parties agreed that each party will pay his own attorney's fees and costs of court.

15. Neither party, nor any person acting on either party's direction or encouragement,

shall knowingly make or publish false, malicious or derogatory statements about the other that are reasonably likely to damage the other parties' personal reputation, business relationships, employment or professional standing.

16. The parties recognize that the nature of agreements lends itself to minor errors and accidentally flipping terms like Petitioner and Respondent that are missed by both parties over the course of several readings. The attorney drafting the final documents will be entitled to correct Scrivener-type errors.

17. Except as otherwise ordered by the court, each of the parties hereby agreed that upon demand of the other party after the entry of the decree of divorce, he or she will make, execute, acknowledge and deliver all deeds, transfers, assignments or further instruments and will do or cause to be done all other acts or things reasonably necessary or required by either of them to effectuate the intentions of the parties' agreement and to assure to each of them, their transferees or assigns, the property described or referred to or hereby intended to be conveyed, transferred or assigned, and to confirm and assure title, possession and right hereto according to the provisions and intent of this agreement.

**JUDICIAL SIGNATURE WILL ELECTRONICALLY
APPEAR AT TOP OF DOCUMENT**

Approved as to form:

*Electronically signed by Emilie A. Bean
with email permission on 07/22/26 from:
/s/ Kayden L. Livingston
KAYDEN L. LIVINGSTON
Respondent*

RULE 7 CERTIFICATE

The undersigned hereby certifies that she emailed a true and correct copy of the foregoing document to the following individual, at the email address shown hereunder on this 7th day of July 2026. The Undersigned further requests that the Order be signed and entered as submitted pursuant to Rule 7 of the Utah Rules of Civil Procedure at the expiration of seven (7) and three (3) days mailing time.

Kayden L. Livingston
Respondent
Email: nedyak8@gmail.com

/s/ Sharon A. Newman

CERTIFICATE OF DELIVERY

I hereby certify that on this 7th day of July 2026, I delivered a true and correct copy of the foregoing DECREE OF DIVORCE to the following:

Via Email

Kayden L. Livingston
Respondent
321 West 5100 South
Ogden, UT 84405
Email: nedyak8@gmail.com

/s/ Sharon A. Newman