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Attorney for the Petitioner

IN THE FOURTH JUDICIAL DISTRICT COURT
IN AND FOR UTAH COUNTY, STATE OF UTAH

In the Matter of the Marriage of

STEVEN THOMAS MADDOX

Petitioner,
and

LISA MARIE MADDOX

Respondent.

DECREE OF DIVORCE

Case No. 234400693

Judge Robert Lund
Commissioner Marla Snow

The above-captioned matter has come before the Court for disposition based on the parties' Stipulation and Settlement Agreement, filed with the Court on June 18, 2024. The Court, having reviewed the parties' Stipulation, having found the terms thereof to be fair and reasonable, having made its Findings of Fact and Conclusions of Law, and having been fully informed in the premises, now ORDERS, ADJUDGES and DECREES:

1. DECREE OF DIVORCE: The parties shall be granted a Decree of Divorce, final upon entry, terminating the bonds of matrimony heretofore existing between the parties, upon the grounds of irreconcilable differences. The Divorce Decree shall incorporate the terms set forth in this Agreement.

2. **LEGAL CUSTODY:** The parties shall be awarded joint legal custody of the minor child. In the event of a disagreement on issues related to education, religion, and medical treatment, the parties shall first attempt to resolve the issue through good-faith discussion. If they are still unable to agree, the parties shall seek the services of a neutral mediator to be agreed upon by both parties. If the parties still disagree, the Petitioner shall have final decision-making authority.

3. **PHYSICAL CUSTODY:** The Petitioner shall be awarded sole physical custody of the minor child.

4. **PARENT-TIME:** The Respondent shall be entitled to parent-time with the minor child as the parties can agree. If the parties are unable to agree on a parent-time schedule, the Respondent shall have parent-time pursuant to Utah Code Ann. §30-3-35. The Respondent shall not have parent-time or communication with the minor child until her therapist approves.

5. **HOLIDAY PARENT-TIME:** The parties shall exercise holiday parent-time as they can agree. If they cannot agree, the parties shall follow the holiday parent-time schedule set forth in Utah Code Ann. §30-3-35. The Respondent shall be designated as the non-custodial parent.

6. **CHILD SUPPORT:** The Petitioner's income for child support purposes is \$83,333 per month. The Respondent shall be imputed income of \$1257 per month (based on federal minimum wage) for child support purposes. The Respondent shall pay child support in the amount of \$71 per month until the minor child turns 18 and graduates from high school.

7. **ADDITIONAL SUPPORT:** The Respondent shall pay a lump sum payment of \$36,000, representing \$2000 per month until the child turns 18, for the purpose of covering incidental or unforeseen expenses for the minor child. This amount shall be placed into a dedicated account to

which both parties have access. Both parties shall have access to account records. Any amount remaining in the account when the child turns 18 shall be given to the child at that time.

8. HEALTH INSURANCE: The Petitioner shall provide health insurance for the minor child, consistent with the provisions of Utah Code 78B-12-212.

- a.** Pursuant to Utah Code Ann. § 78B-12-212, the parties shall share equally the out-of-pocket costs of the premium paid by a party for a minor child's portion of the insurance.
- b.** The parties shall share equally all reasonable and necessary uninsured medical, dental and orthodontic expenses, deductibles, and co-payments incurred for the minor child and actually paid by the parties.
- c.** The party who incurs a medical expense shall provide written verification of the cost of paying the medical expenses to the other party within thirty (30) days of payment.
- d.** The Petitioner shall provide verification of insurance coverage to the Respondent upon initial enrollment of the minor child, and thereafter by January 2 of each calendar year. The Petitioner shall notify the Respondent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date the Petitioner first knew, or should have known, of the change.
- e.** A party incurring a medical expense may be denied the right to receive credit for the expense, or to recover the other party's share of the expense, if the incurring party violates the subparagraphs above.

9. EXTRACURRICULAR ACTIVITES: The parties shall share, equally, any costs associated with the child's extracurricular activities. The parties should encourage and assist the child in keeping up with her present extracurricular activities, including internships, lessons, and sports.

10. SCHOOL EXPENSES: The parties shall share, equally, the costs and fees associated with the child's schooling.

11. TAX EXEMPTIONS: The Respondent shall be entitled to claim the minor child for state and federal tax purposes.

12. REAL PROPERTY: The parties acquired a number of parcels of real property during the marriage. The parties' real property interests shall be divided as follows:

a. The Petitioner presently resides at the property located at 6373 West 10500 North, Highland, Utah 84003. When the Petitioner vacates that property, it shall be sold and the proceeds shall be divided equally between the parties.

b. The real property located at or near 4764 W 11200 N, Highland, Utah 84003 has been conveyed to a trust. This property, which consists of 6 lots, shall remain in the trust and shall ultimately be divided between and conveyed to the parties' children.

c. The property located at 5549 W Parkway West, Highland, Utah 84003 shall be sold and the proceeds shall be divided equally between the parties.

d. The parties' interest in the real property associated with the Old Academy student condominium project (located at or near 47 E 600 N, Provo, Utah 84606) shall be awarded to the Petitioner. This property has approximately \$3,300,000 in

equity. The Respondent will be entitled to a lump sum from the Petitioner in the amount of \$1,650,000 to offset her portion of the equity in this property.

13. PERSONAL PROPERTY: Each party should be awarded their separate property, including any gifts, inheritance, or premarital property. The remainder of the personal property shall be divided as the parties can agree. If the parties disagree as to who should keep an item, that item shall be sold and the proceeds shall be divided equally between the parties.

14. TAX OBLIGATIONS: The parties have presently existing and ongoing tax obligations. The parties shall work together with their CPA to determine the extent and amount of said obligations. The CPA shall provide to the parties a formal estimate of their tax obligations through May 1, 2023. These obligations shall be paid out of the parties' financial accounts prior to the division of those accounts.

15. FINANCIAL ACCOUNTS: The funds in the parties' marital financial account shall be divided between them, after paying the tax obligations as set forth in paragraph 20, above, as follows:

a. The Merrill Lynch account (account number to be provided) will be divided equally between the parties, based on the balance in the account as of May 1, 2023.

b. The Mountain America Credit Union account (account number to be provided) will be divided equally between the parties, based on the balance in the account as of May 1, 2023

c. The America First Credit Union account (account number to be provided) will be divided equally between the parties, based on the balance in the account as of May 1, 2023

d. The Central Bank account (account number to be provided) will be divided equally between the parties, based on the balance in the account as of May 1, 2023

e. The Edward Jones account (account number to be provided) will be divided equally between the parties, based on the balance in the account as of May 1, 2023

16. BUSINESSES: The Petitioner shall be awarded his interest in Edge Construction, LLC, free and clear of any claim by or interest in the Respondent, including any present or expectant interest arising out of any contract, agreement or arrangement between the Petitioner and Edge Construction.

17. BUSINESS OFFSET PAYMENT: The value of the Petitioner's interest in Edge Construction, as described above, is approximately \$20,000,000. The Respondent will be entitled to the sum of \$10,000,000 to offset her portion of the value of this interest. This sum shall be paid to the Respondent in 10 yearly payments of \$1,000,000 per year, beginning in 2024 and ending in 2033.

18. LOAN TO EDGE CONSTRUCTION: The Petitioner has made a loan to Edge Construction in the amount of \$2,000,000. The Petitioner shall be awarded the contractual interest in that loan, including the repayments made on the loan. The Respondent shall be entitled to a \$1,000,000 payment from the Petitioner to offset her interest in this loan.

19. LOAN THROUGH TENMO: The Petitioner has made a loan through Tenmo in the amount of \$450,000. The Respondent will be entitled to one-half of the loan repayment amounts if/when they are received.

20. RETIREMENT ACCOUNTS: The Respondent has a 401(k) account with TransAmerica. This balance of this account as of May 1, 2023 shall be divided equally between the parties.

21. ALIMONY: Neither party shall be awarded any amounts as or for alimony.

22. ATTORNEY FEES: Each party should be ordered to assume his or her own costs and attorney's fees incurred in this action.¹

23. COMPLETE OWNERSHIP OF PROPERTY AWARDED: All property and money received or retained by either party pursuant to this Agreement and their decree of divorce will be deemed the separate property of such party, free and clear of any right, interest or claim of the other party, including the right to inherit or be named as a beneficiary, and each party should have the right hereafter to use and enjoy, independently of any claim or right of the other party, all items of real or personal property awarded to them.

24. FULL DISCLOSURE: 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.

25. DRAFTING: Both parties have had the opportunity and sufficient time to review this Agreement and suggest changes prior to its execution. The parties acknowledge that each has contributed to the drafting of this Agreement or has had an opportunity to contribute to the drafting of this Agreement and that no provision hereof will be considered to have been unilaterally drafted. This Agreement will therefore be construed without regard to the party causing the instrument to be drafted.

26. DISPUTE RESOLUTION: The parties shall use mediation as a course of remedy for any future disputes, before seeking redress from the Court.

27. BREACH OF AGREEMENT: If either party defaults in his or her obligations hereunder, the defaulting party will be liable to the other party for all reasonable expenses, including attorney fees and court costs, incurred to enforce this Agreement.

28. INFORMED CONSENT: Each party hereby declares and acknowledges that he or she has had the opportunity to and has been encouraged to obtain independent legal advice from counsel of his or her own selection in regard to the negotiating, signing and execution of this Agreement. Each party declares and acknowledges that he or she understands all legal rights and liabilities with respect to this document, that he or she believes the Agreement to be fair, just and reasonable and that he or she signs this Agreement freely and voluntarily.

29. CHOICE OF LAW: This Agreement and all rights and obligations of the parties hereunder shall be construed according to the laws of the State of Utah.

30. FINAL STIPULATION: This Agreement is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of this Agreement shall have any force or effect. The

parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Agreement is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in this Agreement.

The Court's Signature Will Appear as an Electronic Signature on the First Page of this Document

APPROVED AS TO FORM:

/s/Lisa Marie Maddox (signed with permission, physical signature on file)
Lisa Marie Maddox
Respondent, pro se
DATED: 6/17/2024

CERTIFICATE OF DELIVERY

I hereby certify that on the 5th day of July 2024, I caused a true and correct copy of the foregoing to be served to the following:

Lisa Marie Maddox

[] Court's Electronic Filing System

Respondent Pro Se

U.S. Mail
 Hand Delivery
 Email

/s/ Alley Ekins