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*Attorney for Petitioner*

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FOURTH DISTRICT COURT, PROVO  
UTAH COUNTY, STATE OF UTAH

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In the matter of the parentage of KYLIE ROBIN CHRISTENSEN , and TYLER SPENCER DODD .	<b>DECREE OF DIVORCE</b>  Case No. 254401039 Judge Christine Johnson Commissioner Marian Ito
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THIS MATTER came before the Court on a Petition for Divorce filed by Petitioner. The Court having entered its Findings of Fact and Conclusions of Law, being fully advised in the premises, and good cause appearing therefore:

IT IS HEREBY ORDERED, ADJUGED, AND DECREED THAT:

**GROUND AND JURISDICTION**

1. **Jurisdiction.** The parties are residents of Salt Lake County and Utah County, State of Utah, and have been for more than three (3) months immediately preceding this action.
2. The parties entered a marital relationship on March 16, 2018. The parties separated on or about February 21, 2025.

3. **Grounds.** The parties agree that they should be granted a divorce based upon their irreconcilable difference causing a breakdown of the marriage relationship. Utah Code Ann. Section 81-4-405(1)(h).

### **CUSTODY AND PARENT-TIME**

4. As a result of the marriage the parties had born to them one (1) child, to wit:

a. M.M.C.D. born August 2022.

5. The parties are not expecting any additional children.

6. **Legal Custody.** It is in the best interest of the children that the parties share joint legal custody of the children consistent with the parenting plan as outlined herein.

7. **Physical Custody.** It is in the best interest of the minor children that the parties share physical custody based upon an equal parent-time schedule. If the parties are unable to agree on parent-time, the parties shall follow the following parent-time schedule. The parties will begin this schedule upon signing this Stipulation.

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
WEEK 1	FATHER	FATHER	MOTHER	MOTHER	FATHER	FATHER	FATHER
WEEK 2	FATHER	FATHER	MOTHER	MOTHER	MOTHER	MOTHER	MOTHER
WEEK 3	FATHER	FATHER	MOTHER	MOTHER	FATHER	FATHER	FATHER
WEEK 4	FATHER	FATHER	MOTHER	MOTHER	MOTHER	MOTHER	MOTHER

8. **Holiday Parent-time.** The parties should be awarded holiday visitation as they mutually agree, if they do not mutually agree then the parties shall exercise holiday parent-time as follows:

Holiday	Holiday Time Period	Mother	Father
Dr. Martin Luther King Jr. Day	(1) Holiday begins on Friday at:(a) 9 a.m. if the parent is available to be with the minor child; or (b) 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
President's Day	(1) Holiday begins on Friday at: (a) 9 a.m. if the parent is available to be with the minor child; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on President's Day.	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 on Friday at: (a) 9 a.m. if the parent is available to be with the minor child; or (b) 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	
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.		All years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
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
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if the parent is available to be with the minor child; or (b) 6 p.m. at the election of the parent	Odd years	Even years

	granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.		
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
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*	(1) Holiday begins at 6 p.m. on the day that school dismisses for Thanksgiving. (2) Holiday ends at 7 p.m. on day before school resumes.	Even years	Odd years
Winter Break* (First Half)	(1) Holiday begins at 6 p.m. on the day on that school dismisses for winter break. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years
*Thanksgiving Day and Christmas Day	The parties may agree to split Thanksgiving Day and Christmas Day evenly between the two of them, if they do not agree then they will follow the schedule listed above for		

	both holidays.		
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9. **Extended Parent-time.** During the summers, when the child is not in school, the parties should each be awarded a two-week period of uninterrupted parent-time. The parties should make their elections for summer parent-time by May 1 immediately preceding the summer in which they will be exercising the extended parent-time. Father should have priority in even-numbered years and Mother should have priority in odd-numbered years.

10. **Relocation.** Should a party seek to relocate more than 50 miles from the other parent, it is in the best interest of the minor child to remain with the non-moving party. The moving party should receive parent-time pursuant to § 81-9-209.

11. **Travel.** When the children travel with either parent out of state, all of the following will be provided to the other parent.

- a. An itinerary of travel dates;
- b. Destination(s);
- c. Places where the children or travelling parent can be reached; and
- d. The name and telephone number of an available third-person who would be knowledgeable of the children's location.

## PARENTING PLAN

12. **Decision Making.** Each parent has authority to make day-to-day decisions concerning the child while the child is in the care of that parent. Each parent also has authority to make emergency decisions concerning the child while the child is in the care of that parent.

13. The parties shall share all major decisions concerning their child's health, education, religious upbringing and general welfare. The parties shall use the following decision-making procedure as their guide;

- a. The parties shall initially identify the issue;
- b. The parties shall research the issue and possible solutions related to the issue and to listen to and understand each other's perspective;
- c. The parties shall brainstorm all possible solutions related to that specific issue; and
- d. The parties shall use the most sensible resolution that considers the needs and interests of everyone involved, particularly the children, in an attempt to reach a "win-win" solution.

14. **Resolving Disputes.** If the parties cannot reach a mutual decision regarding the children, then the parties shall participate in mediation or other alternative dispute resolution process. If they are unable to come to a consensus in alternative dispute resolution, they may seek court intervention. Failure to seek alternative dispute resolution will result in the award of attorney fees for the responding party to the premature filing for court intervention by the moving party.

15. **School.** For purposes of school, the minor child's primary address should be Mother's residence so long as Mother lives in Salt Lake County or Utah County, unless the parties agree otherwise in writing.

16. **Exchanges.** The parties shall exchange the minor child through school whenever possible. When an exchange cannot occur through school, the parties shall facilitate the exchange at a mutually agreed-upon location. If the parties are unable to agree on a location, the exchange

shall occur at a gas station located approximately halfway between Mother's and Father's residences; Father will propose three different gas stations that are halfway between Mother and Father's residences and Mother will choose from those three.

**17. Special Considerations.** The parents agree that the following provisions are in the best interest of the children, and the parents agree to follow them as part of their parenting plan.

- a. The visitation and parent-time schedules as set forth above are preferable to a court-imposed solution.
- b. The parent-time schedule shall be utilized to maximize the continuity and stability of the children's lives.
- c. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- d. The parent receiving the children shall pick them up from the other parent or from the children's school at the times specified. The children's regular school hours shall not be interrupted for parent-time.
- e. If, due to emergency circumstances, a parent will be late or is unable to be present to pick-up or deliver the children, then that parent shall notify the other as soon as possible to advise them and make appropriate alternate arrangements.
- f. Neither parent-time nor child support are to be withheld due to either parent's failure to comply with a court-order.

- g. Each parent shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children is participating or being honored, and both parents shall be entitled to attend and participate fully.
  - h. Both parents shall have unlimited access to the children's school, including full access to all school reports, homework, teachers, and other school staff.
  - i. Both parents shall have unlimited access to all records concerning the children, including medical records.
  - j. Each parent shall notify the other parent immediately in the event of a medical emergency regarding the children.
  - k. Each parent shall provide the other with a current address and telephone number within 24 hours of any change.
  - l. Each parent shall enjoy telephone, skype, video conference, email, letters, or other alternative forms of contact with the children at reasonable times and places considering the children's bedtimes and the other parent's needs.
  - m. The parties shall not consume any illegal or unprescribed drugs or alcohol while exercising parent-time with the children.
18. The parents also adopt and agree to follow these principles.
- a. We agree to create a new co-parenting relationship based on trust and respect.
  - b. We agree to create a cooperative co-parenting relationship.
  - c. We understand we are creating a new relationship from this point forward.



- d. We recognize that co-parenting requires us to have a business-like relationship rather than our former personal relationship.
- e. We recognize that the children's self-esteem is affected by having a positive perception of both parents. We agree to say only positive things about our co-parent, emphasizing parental strengths as much as possible.
- f. We agree to treat each other as we would like to be treated.
- g. We agree to be flexible to build goodwill with each other.
- h. We agree to communicate frequently regarding the best interests of the children and to return telephone calls promptly.
- i. We agree to conduct our communications in a business-like manner without assuming intents, placing blame, or disputing what happened in the past.
- j. We agree to keep our communications productive and if a meeting becomes heated or overly emotional, we agree to reschedule that meeting.
- k. In our communications, we agree to not put down or otherwise show disrespect to the other parent as long as the communications are respectful and productive.
- l. We understand that we will share information and complaints in a factual and respectful manner. We agree to receive complaints without taking personal offense.
- m. We recognize that the children have extended family relationships and agree to accommodate our co-parent's reasonable requests to take the children to special family events.
- n. We understand that the children will grow up in two homes (Mom's house and Dad's house) and may be loved and supported by all family members in both homes.

- o. We recognize that while we have the opportunity to influence the other parent, we have no power to control each other.
- p. We agree that we will focus on problem solving rather than fighting. We understand that in order to solve a problem, we may need to share information or postpone a conversation until we have obtained more information regarding the problem or issue. We understand it is helpful to share ideas and research as we work toward a resolution.
- q. We recognize that relationship problems are best solved on a one-on-one basis. We agree not to triangulate others in our problem solving. Therefore, if a child has a problem with one parent, then the child and that parent alone should solve the problem.
- r. We agree not to use the children as messengers or problem solvers.
- s. We agree to allow the children to love both parents.
- t. We recognize that as the children grow older, their friends, schools, and extra circular activities will become more significant in their lives. Consequently, it is helpful to have the children provide input to our time-sharing schedule and design ways to insure meaningful time with both parents.
- u. We recognize that at times the children may not enjoy going back and forth between homes because it interrupts their lives. We agree to be supportive of the children spending meaningful time with both of her parents according to our time-sharing schedule and to enforce, encourage and support the time-sharing schedule. If the children express a strong desire to skip a time-sharing opportunity, the child and the parent

involved should work through the issue one-on-one and arrange substitute time wherever possible.

v. We agree to discuss discipline problems and reach a consensus whenever possible on parenting strategies. We understand that if we act consistently and as a united front, the children will feel more secure and will not play one parent against the other.

w. We recognize that we have strengths and weaknesses. Each is responsible for their choices and accountable for their mistakes. We agree to learn from our mistakes and do the repair work where necessary. We understand that forgiveness is a process that primarily benefits the forgiver. Therefore, we understand that we can model forgiveness to the children by healing our feelings and choosing to be respectful to the other parent.

x. We recognize that contention, and especially litigation, between us can cause the children to suffer emotional and behavioral problems. We agree to use our best efforts to resolve differences and solve problems without the need for litigation.

y. We agree to be courteous and respectful when exchanging the children.

z. We agree to discuss any financial issues or other significant issues at another time away from the children.

### **CHILD SUPPORT**

19. The parties should pay child support in compliance with the Uniform Child Support Guidelines. Mother's monthly income is \$2,268 and Father's monthly income is \$12,500 for the purposes of calculating child support. Father's support obligation is \$472 per month. Father's child support obligation in the amount of \$472 shall begin March 1, 2026.

20. Child support for each child shall terminate at the time (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code 78A-6-801 and based on the combined support amount as derived from the parties' imputed income to be determined by the court.

21. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20<sup>th</sup> day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20<sup>th</sup> day of the month is delinquent on the 21<sup>st</sup> day of the month.

22. If the obligor parent is thirty (30) days late, the obligee parent shall be entitled to mandatory income withholding relief pursuant to Utah Code § 62A-11, Parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child

support shall be due on the first day of each month and delinquent on the first day of the following month.

23. Any Office of Recovery Service fee(s) shall be paid by parent opening the case.

24. Each party shall notify the other within thirty (30) days of any change in monthly income or change of employment.

#### **MEDICAL AND OTHER EXPENSES/CREDITS**

25. **Division of Accounts.** Pursuant to Utah Code §15-4-6.7, each party will elect for dental, medical and school expenses to be created in separate billing accounts.

26. **Health Insurance/Expenses.** The parties should be ordered to maintain medical, dental and vision insurance for the children so long as it is available to them at a reasonable cost. Father shall pay the child's health insurance premiums until Mother obtains a new job or marries, whichever is sooner; thereafter, the parties will each pay one-half of the out-of-pocket cost of the medical and dental insurance premium actually paid by the covering parent for the children's portion of the medical and dental insurance as provided in Utah Code § 81-6-208. In the event the children are covered by both parents, the parents shall pay their own premium without contribution of the other.

27. A party carrying medical insurance on behalf of the minor children shall provide verification of coverage to the other parent upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. The parent will notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date the he/she first knew or should have known of the change.

28. If, at any point in time the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, and/or dental insurance plan of Father will be primary coverage for the dependent children and the health, hospital, and/or dental insurance plan of Mother will be secondary coverage for the dependent children. If a parent remarries and their dependent child is covered by that parent's new spouses's health, hospital, and/or dental insurance, that insurance will have the same designation as if it were the insurance policy of the parent to which the person the step-parent is married.

29. The parties shall share equally in all uninsured routine medical and dental expenses for the children including expenses for surgery, orthodontic care psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma as well as other reasonable and necessary uninsured medical and dental expenses, in accordance with Utah Code § 81-6-208.

30. A parent who incurs medical or dental expenses on behalf of the children should provide written verification of the cost and payment of medical and dental expenses to the other parent with thirty (30) days of payment for such expense. Pursuant to Utah Code § 81-6-208, the parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses. The parent reimbursing the other parent shall make payment within thirty (30) days of receiving notice of the expense with proof of payment.

31. Unless there is written agreement between the parties otherwise, they will utilize "in-network" providers who are covered by insurance whenever possible.

32. **Child Care:** Pursuant to Utah Code 81-6-209, both parties shall share equally all reasonable work, career, or occupational training-related child care expenses.

33. The party who incurs child care expenses shall provide written verification of the cost and identity of a child care provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party incurring and/or paying for child care expenses shall notify the other party of any change of a child care provider or the monthly expense of child care within 30 calendar days of the date of the change.

34. The party not directly paying for child care shall begin paying his or her share of child care expenses within 30 days upon presentation of proof of the child care expense.

35. A party incurring and/or paying for child care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the party incurring and/or paying for the expenses fails to comply with this order.

36. **Other Child Expenses.** The parties shall split the costs of the children's expenses including school fees, school lunches, clothing, etc. with MOTHER paying fifty percent (50%) and FATHER paying fifty percent (50%). Reimbursement for these expenses will be completed consistent with medical expenses as described herein.

37. **Extracurricular Activities.** The parties shall equally share the cost of extracurricular activities that they mutually agreed upon in writing. Any activities or extracurricular activities in which the children participated in during the marriage shall be deemed to be agreed upon. Should a party not be able to afford the ongoing costs of extracurricular activities, they may provide notice to the other parent at least thirty (30) days prior to the child's next season/billing cycle for the activity.

38. The child shall be entitled to participate in at least one school sponsored/related activity or sport without objection by the other parent.
39. The parents shall not sign-up the child for activities that imposes on the other parent's parent-time without their express written consent.
40. **Child Tax Credit/Exemption.** For tax purposes (State and Federal) the parties will rotate who will claim the child with Mother claiming the child in odd-numbered tax years and Father claiming the child in even-numbered tax years.
41. The "tax year" refers to the year preceding the year in which the tax return is filed.
42. If either party will not receive a benefit by claiming the child, the other parent is entitled to claim the child for that year.

#### **DIVISION OF ASSETS AND LIABILITIES**

43. **Separate and Premarital Property.** Each party should be awarded their separate and premarital property, including property or monies in their possession at the time of marriage or received from inheritance, unless stated otherwise herein
44. **Personal Property.** Prior to and during the course of the parties' marriage, the parties acquired various personal property, such as furniture, electronics, household good, recreational equipment, artwork, jewelry, and other items. The parties shall make good-faith efforts to divide the property. If there is a dispute regarding items, the parties shall participate in good-faith negotiations with a neutral third-party/mediator.
45. **Family Pet(s).** During the course of the marriage, the parties obtained interest or ownership of certain pets. These pets shall be awarded along with all liability and maintenance thereof to Father.



46. **Titled Vehicles/Assets.** During the course of the marriage, the parties obtained interest or ownership of certain vehicles. These vehicles have already been divided among the parties. Each party should retain the vehicle in their possession along with all liability and maintenance thereof. Father shall remove Mother's name from the vehicle he retains within sixty (60) days of signing this Stipulation.

47. **Financial Accounts.** During the course of the marriage both parties have either obtained interest in or contributed marital funds to financial accounts including, but not limited to, savings and checking accounts. These accounts should be awarded to the party whose name is on the account. For jointly-held accounts, Father should be awarded all accounts and should make good-faith efforts to remove Mother's name from those accounts within thirty (30) days of signing this Agreement.

48. **Retirement and Other Investment Accounts.** During the course of the marriage both parties have either obtained interest in or contributed marital funds to their respective retirement and other investment accounts. These accounts should be awarded to the party whose name is on the account.

49. **Debts and Obligations.** During the marriage, the parties acquired marital debts and obligations. Father should be awarded all debts.

50. **Real Property.** During the marriage, the parties acquired real property located at 10014 Fairway Vista Dr., Rowlett, TX 75089. The parties have agreed to list the home for sale and a realtor has been hired to sell the home. Beginning the day this Stipulation is signed, the home will be reviewed every three weeks and the price reduced based on realtor recommendations. If

the home does not sell by June 1, 2026, Father shall have sole authority to reduce the price until it sells.

51. Once the marital residence is sold, then the mortgage, the realtor's fees and other associated costs will be paid. After these costs are paid, Father shall be reimbursed for reasonable expenses he incurred toward the marital home, including costs associated with maintaining the property and preparing it for sale. The remaining equity will be divided between the parties with Mother receiving 70% and Father receiving 30% unless the equity totals less than \$12,000. If the equity in the marital home equals less than \$12,000 then after Father is reimbursed for the reasonable expenses he incurred toward the marital home, including costs associated with maintaining the property and preparing it for sale, then Mother will receive 100% of the remaining equity. Father's costs for the reasonable expenses incurred toward the marital home, including costs associated with maintaining the property and preparing it for sale shall not exceed \$1,500 unless the parties agree otherwise in writing or there is further order from the court.

52. **Alimony.** Wife has a need for alimony and Husband has some ability to pay. Wife should be awarded alimony in the amount of \$643 per month for a period not to exceed thirty-six (36) months. Alimony shall begin immediately. Alimony shall automatically terminate if the party receiving alimony remarries, cohabitates, the term of alimony is completed, or either party dies, whichever event occurs first. Cohabitation may be established if the recipient cohabitated at any time before the payor files a motion to terminate alimony based upon cohabitation. Wife's total combined support amount, with alimony and child support, should be equal to \$1,120 per month

regardless of any change in child support until alimony terminates. Once alimony terminates, only the child support obligation shall be owed.

53. **Mutual Restraining Orders.** The parties agree to be restrained from disparaging the other party to or in the presence of the child and are to instruct third-parties to also be so restrained. The agree to be restrained from discussing the legal action or any adult topics with or in the presence of the child and are to instruct third-parties to also be so restrained.

54. The parties agree to be restrained from making comments, posts about or sharing photos of the other party or this litigation on social media including, but not limited to, Facebook, Instagram, Snap Chat, etc.

55. The Parties agree that they shall refrain from harassing, intimidating, or contacting one another through text message, electronic communication, or any other form of communication for the purpose of discussing, commenting on, or interfering with the other party's personal life, relationships, or private affairs.

56. The Parties further agree that any communication between them shall be limited strictly to necessary matters related to the minor child, the sale of the home, or the decree of divorce, and shall remain respectful and free from disparaging remarks, accusations, or commentary about the other party's personal conduct or private relationships."

#### **ADMINISTRATIVE PROVISIONS**

57. **Duty to Sign Documents.** Both Parties should be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within sixty (60) days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the

disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

58. **Attorney Fees.** The Parties should be responsible for their own attorney's fees in this action.

59. **Binding Effect.** Consistent with the representations and warranties above, the parties hereby acknowledge and agree that they intend for this Stipulation to be binding to the maximum degree permissible under applicable law, that this Stipulation shall be construed and interpreted to accomplish and facilitate that intent, and that neither party may avoid or otherwise set aside any provision hereof except upon an express finding by a court of competent jurisdiction that (among other things) enforcement of the provision(s) in question is adverse to the children's best interests or unenforceable.

60. **Effective Date.** The terms of this Stipulation shall be effective immediately upon execution unless otherwise specified herein.

61. **Severability.** If any term, paragraph, or provision of this Stipulation is held invalid or unenforceable for any reason, the remainder of this Stipulation shall continue in full force and effect.

62. **Entry of Final Documents.** The Parties agree and understand that each has the right to litigate the allegations contained in Husband's petition. Both Parties agree to waive all such rights to contest said allegations, and hereby consent to the jurisdiction of the above-entitled court.

63. **Final Decree of Divorce.** The parties hereby agree that the Court may enter, and jointly move the court to enter, the Findings of Fact and Conclusions of Law as well as a Decree of Divorce submitted in conformity with the terms of this Stipulation.

**--ORDER IS IN EFFECT WHEN SIGNED ON PAGE 1--**

Approved as to form:

/s/ Charidan Maltby

Charidan Maltby

(e-signed with permission)

*Attorney for Respondent*