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

IN THE MATTER OF THE MARRIAGE
OF:

CHRISTOPHER M. SALISBURY,
Petitioner,

and

SHELLY A. SALISBURY,
Respondent.

DECREE OF DIVORCE

Civil Case No.: 254400463
Judge: Shawn R. Howell
Commissioner: Marla Snow

The above-entitled matter having come before the Court, the parties have executed a Stipulation and Settlement Agreement signed on April 1, 2026, filed with the Court on April 2, 2026 (**Dkt. #166**). The Court, having reviewed the parties' Stipulation and Settlement Agreement ("Agreement") and the pleadings in this matter and being fully advised in the premises, and having entered its Findings of Fact and Conclusions of Law, hereby,

ORDERS, ADJUDGES, AND DECREES as follows:

JURISDICTION

1. Chris and Shelly are bona fide residents of Utah County, State of Utah, and have been for at least three (3) months immediately prior to filing of this divorce action._

MARRIAGE

2. The parties are husband and wife, having married on June 6, 1998, in Utah County, State of Utah. The parties separated on October 24, 2024.

GROUND

3. The parties should be granted a divorce on the grounds of irreconcilable differences. Said divorce should become final upon entry of the Decree of Divorce in the Registry of Actions.

CHILDREN

4. There are five (5) children of the marriage, one (1) of whom is a minor. Shelly is not pregnant and there are no other children expected as issue of this marriage. The child resides in Utah County and has for more than six (6) months. Pursuant to Rule 4-202.02 of the Utah Rules of Judicial Administration, the name and birth date of the child is being submitted to the Court on the Non-public Information – Minors form. The initials, birth month and birth year of the minor child is:

Initials	Date of Birth
LKS	June 2009 (16 years, girl)

5. The Court has personal and subject jurisdiction over the parties’ minor child and Utah is the home state of said child for custody purposes.

6. **Uniform Custody Child Jurisdiction and Enforcement Act.** Utah is the home state of the minor child pursuant to Utah Code § 78B-13-201(1)(a) in that the child has resided in the State of Utah for at least the past six months.

7. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code Ann. §78B-13- 101 et seq. and The Uniform Interstate Family Support Act, Utah Code Ann. §78B-14-101 et seq., the parties state upon information and belief that:

- a. There are no proceedings in a court of law or governmental agency for custody, child support, parent time or visitation concerning the minor child, which have been filed, or are pending, or have been completed with an order;
- b. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the parties' minor child, and who claims to have custody, child support, and/or parent time or visitation rights with the minor child.
- c. That Petitioner and Respondent are not receiving public assistance for the benefit of the minor child.

LEGAL CUSTODY

8. It is in the minor child's best interest that the parties be awarded joint legal custody with Shelly's home being considered primary for school attendance, with the requirement that Shelly remain in the Nebo School District. In the event the parties, after consulting with one another on a material issue and obtaining input from relevant professionals

as outlined below, then the parties shall share final decision-making subject to review of the Court.

PHYSICAL CUSTODY

9. It is in the best interest of the parties' minor child that the parties be awarded joint physical custody of the minor child.

PARENTING PLAN

Parent-time

10. Parent-time should be as agreed upon between the parties. In the event the parties are unable to agree, parent time shall be as follows beginning the week of March 30, 2026:

- a. The parties shall exercise joint physical custody with Chris having parent time pursuant to Utah Code Ann. §81-9-303 modified as outlined below with Shelly having 8 overnights of 14 and Chris having 6 overnights of 14. In the event the parents are unable to agree, the parent time schedule shall be as follows.

	Mon	Tues	Wed	Thurs	Fri	Sat
Week 1	Chris	Chris	Shelly	Shelly	Chris	Chris
Week 2	Chris	Chris	Shelly	Shelly	Shelly	Shelly
Week 3	Chris	Chris	Shelly	Shelly	Chris	Chris
Week 4	Chris	Chris	Shelly	Shelly	Shelly	Shelly

- b. Sunday-** With respect to Sundays, the parties agree this shall be a day where the minor child LKS is given autonomy over where she spends time. The parties agree that LKS shall be given agency and support over where she spends Sunday nights.

Holiday and Extended Parent Time

11. The parties' holiday parent-time shall be as the parties agree. If they cannot agree, the holiday and extended parent time shall be as follows:

Odd Years	Even Years	Holiday and Time
Chris	Shelly	Martin Luther King Jr. Holiday (1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 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.
Shelly	Chris	President's Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.
Chris	Shelly	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.
Shelly	Chris	Memorial Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child;

		<p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends at 7 p.m. on Memorial Day.</p>
Shelly	Chris	<p>Juneteenth</p> <p>(1) Holiday begins at:</p> <p>(a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or</p> <p>(b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.</p> <p>(2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.</p>
Chris	Shelly	<p>July 4th</p> <p>(1) Holiday begins on July 3rd at 6 p.m.</p> <p>(2) Holiday ends on July 5th at 6 p.m.</p>
Shelly	Chris	<p>July 24th</p> <p>(1) Holiday begins on July 23rd at 6 p.m.</p> <p>(2) Holiday ends on July 25th at 6 p.m.</p>
Chris	Shelly	<p>Labor Day</p> <p>(1) Holiday begins on Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the minor child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends at 7 p.m. on Labor Day.</p>
Will not exercise	Will not exercise	Columbus Day
Chris	Shelly	<p>Fall Break</p> <p>(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.</p> <p>(2) Holiday ends at 7 p.m. on the day before school resumes.</p>
Shelly	Chris	<p>Halloween</p> <p>(1) Holiday begins on October 31st or the day that</p>

		<p>Halloween is traditionally celebrated in the local community:</p> <p>(a) at the time that school is dismissed; or</p> <p>(b) at 4 p.m. if there is no school.</p> <p>(2) Holiday ends at 9 p.m. on the same day the holiday begins.</p>
Will not exercise	Will not exercise	Veteran's Day
Shelly	Chris	<p>Thanksgiving</p> <p>(1) Holiday begins on Wednesday at:</p> <p>(a) 6 p.m.; or</p> <p>(b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.</p> <p>(2) Holiday ends at 7 p.m. on the day before school resumes.</p>
Chris	Shelly	<p>First Half of Winter Break</p> <p>(1) Holiday begins at:</p> <p>(a) 6 p.m. on the day on that school dismisses for winter break; or</p> <p>(b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday.</p> <p>(2) Holiday ends on December 27th at 7 p.m.</p>
Shelly	Chris	<p>Second Half of Winter Break</p> <p>(1) Holiday begins on December 27th at 7 p.m.</p> <p>(2) Holiday ends at 7 p.m. on the day before school resumes.</p>
Chris	Shelly	<p>The day before or after child's birthday</p> <p>(1) Holiday begins at 3 p.m.</p> <p>(2) Holiday ends at 9 p.m.</p>
Shelly	Chris	<p>Child's actual birthday</p> <p>(1) Holiday begins at 3 p.m.</p> <p>(2) Holiday ends at 9 p.m.</p>
Chris	Chris	<p>Father's Day</p> <p>(1) Holiday begins on Father's Day at 9 a.m.</p> <p>(2) Holiday ends on Father's Day at 7 p.m.</p>

Shelly	Shelly	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.
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Summer/Extended Parent Time

12. The parties will follow the foregoing parent time schedule throughout the child's summer with the exception that each party shall be entitled to two weeks of uninterrupted parent time during the summer when school is not in session. Each parent shall provide notice to each other by May 1 regarding their preferred uninterrupted summer parent time. Should there be a dispute, Shelly shall be awarded first choice for uninterrupted summer parent time in even years and Chris shall be awarded first choice for uninterrupted summer parent time in odd years.

Relocation

13. The relocation provisions of Utah Code §81-9-209 shall apply. If either party decides to move from the State of Utah or 150 miles or more one way from the residence of the other party, that parent shall provide reasonable advance written notice of the intended relocation to the other parent.

Decision-Making

14. Each party shall have the right to make day-to-day decisions concerning the child while she is in the care of that party.

15. Each party should have the right to make emergency decisions regarding the child's safety or health while she is in the care of that party. Each party should notify the other party immediately via any means possible in the event of a medical emergency concerning the child.

16. For all other decisions regarding the child, the parties should make a good faith effort to cooperate and work together to make joint decisions that are in the best interest of their child.

17. The parties should inform each other when issues arise regarding the child, and will do so within a reasonable period of time, prior to making significant decisions regarding the child. Both parties shall be afforded the opportunity to gather and exchange information that would be helpful in making a decision and present that information to the other party.

Final Decision-Making

18. The parties shall attempt to come to a consensus on all major decisions regarding their child. The parties shall use the following decision-making procedure as their guide;

- a. The parties shall initially identify the issue;
- b. The parties shall inform each other when issues arise regarding the child, and will do so within a reasonable period of time, prior to making significant decisions regarding the child.
- c. So long as the following providers are available to provide care/treatment to the minor child, the parties agree the child shall continue treating with the following providers and follow the recommendations of the following providers, unless there is mutual written agreement of the parties to change the providers or further Court order:
 - i. Mike McClay- Primary Care;
 - ii. Amber Hall – Therapist;
 - iii. Spanish Fork Dentistry/Springville Dentistry- Dentist;

iv. Esplin Eye Center- Ophthalmologist.

- d. Both parties shall be afforded the opportunity to gather and exchange information that would be helpful in making a decision and present that information to the other party and listen to and attempt to understand the other parent's perspective.
- e. The parties shall brainstorm all possible solutions related to that specific issue, and;
- f. The parties shall use the most sensible resolution that considers the needs and interests of everyone involved, particularly the child, in an attempt to reach a solution in the best interest of the child.
- g. If a disagreement arises, the parties shall first calmly identify the issue, communicate their respective positions, and then attempt to come to a resolution.
- h. Should the parties be unable to come to an agreement after following this final decision-making process, the parties agree that they shall follow the advice of the medical/treating professionals of the minor child with either parent being able to seek review of the decision by the Court.
- i. Regarding all other issues, the parties agree that should they be unable to come to an agreement, the parties shall attend mediation so long as mediation occurs within thirty (30) days of the time the parties are at an impasse.
- j. If the parties are still unable to come to an agreement after following this decision-making process, they shall then seek a decision from the Court.

Right of First Refusal

- 19. Parental care is presumed to be better for the child than surrogate care.

20. Each party may arrange for surrogate care of the child while the child is in their custody, unless the parent is unavailable for overnight night or longer in which case the other parent should be given the first right of refusal as soon as is reasonably possible to provide care for the child.

21. The parties shall be required to give the full name, address, and phone number of all surrogate care providers before the minor child is entrusted with any surrogate care provider.

Parenting Plan

22. The parties should adhere to the following parenting plan:

- a. The parties should jointly confer on all significant decisions regarding the minor child, including but not limited to, the minor child's religious activities, education, sports activities, extracurricular activities, and all like decisions.
- b. The parties shall use Our Family Wizard for their communications. The communication between the parties shall be limited to issues regarding their minor child. The activities of the child shall be recorded in the OFW calendar.
- c. Each parent should make decisions regarding the day-to-day care and control of the child during their parent time. Regardless of the allocation of decision making in this parenting plan, either parent may make emergency decisions affecting the health or safety of the child.
- d. Both parties shall be allowed reasonable telephone and virtual parent time with the parties' child. The child shall be entitled to contact either parent at her discretion, regardless of which parent is exercising parent-time with the child.

- e. Special consideration should be given by each parent to make the minor child available to attend family functions such as weddings, funerals, religious holidays, important ceremonies, and other significant events in the life of the child.
- f. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent time schedule.
- g. Both parties should have direct access to all school reports and medical records, shall notify the other parent immediately in the event of a medical emergency.
- h. Each party should provide the full names of any adults living with them post separation.
- i. Neither parent shall say or do anything derogatory against the other party in the presence of the minor child or do anything to diminish the love and respect of the child for both parents. The child will not be cross-examined or grilled by a parent as to what occurred at the parent time of the other parent. The parents will not allow third parties to do what they themselves are prevented from doing.
- j. The child shall not be used as confidants or messengers between the parties.
- k. In the event a party leaves the state on their parent time with the minor child, the party will provide the other party emergency contact information.
- l. The parties will cooperate with the use and obtaining of a passport for the minor child. The parties will cooperate in providing any permission needed upon reasonable notice and to reasonable destinations. Both parties shall have

photographs of the passports to allow for booking of trips. LKS shall maintain possession of her passport.

- m. The parties shall discuss and determine a safe location for the child's identifying documents, birth certificate, social security cards, passports, etc. with each party having a copy of these documents.
- n. Each party will provide notice of any change in address, email address, or telephone number within twenty-four hours of the change.

Mutual Restraining Orders

23. The parties should be permanently restrained from saying and doing anything derogatory against the other party in the presence of the parties' child or doing anything to diminish the love and respect of the child for the parents.

24. Neither party will demean, belittle, or disparage the other parent in front of the child. This means that no parent will ask their child to tell the other parent anything that is untrue.

25. No parent has the right to use the child as a confidant regarding the divorce proceedings or the post-divorce proceedings.

26. Neither party is to do anything that will make the child feel guilty about loving both parents.

27. No child will be asked to choose sides between parents and will not be told details of the domestic matter, or the litigation pending here.

28. Neither party will tell the child bad things about the other parent's personality or character, and they will not be cross examined by one parent or the other about what is going on in the other parent's home.

29. Both parties shall be bound by a mutual restraining order and require that the parties maintain civilly and prohibit both parties from harassing, threatening to harass, or allowing third parties to harass one another.

30. The child shall not be asked to choose sides between parents, nor will she be told details of the domestic matter, or the litigation pending here.

31. Neither party shall tell the child bad things about the other parent's personality or character, and they will not be cross-examined by one parent or other about what is going on in the other parent's home.

32. Neither parent shall use the child to carry messages between the parties.

33. Neither parent shall enter the home of the other without express written permission.

34. Both parties shall be mutually restrained from speaking derogatorily about the other party in the presence of the child. The parties should not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties should be mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and should have the affirmative duty to use his or her best efforts to prevent third parties from such violations or should remove the minor child from such circumstances. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

35. Both parties shall be supportive of the other party's role as a parent. Neither party shall attempt to alienate the child in any way from the other party. Both parties have an affirmative duty to co-parent the child in a way that promotes their best interest.

36. Both parties shall be mutually restrained from discussing adult issues in front of the child or allowing a third party to do so. The parties should also be mutually restrained from discussing the child's relationship with the other party, or from questioning, interrogating, or otherwise "pumping" the child for information regarding what occurs when the child are with the other party and from allowing any other party to do so.

37. Failure by one parent to comply with a provision of this Parenting Plan does not relieve the other parent of his or her obligations. Failure to comply may result in a finding of contempt by the Court.

Access to School Reports, Medical Records, and Therapy Records.

38. Each parent should have access to all school reports, medical records, and therapy records and should be notified immediately by the other parent in the event of a medical emergency.

Travel

39. If a party will be traveling out of the State of Utah with the minor child during their parent-time, the party taking the child on the trip should provide the other party in advance with:

- a. An itinerary of travel dates;
- b. Destinations
- c. Places where the minor child or traveling parent can be reached; and

- d. The name and telephone number of an available third person who would be knowledgeable of the minor child's location.
- e. Should the parties travel with the child outside cell phone coverage, they shall notify the other party of departure and expected return.

Passports

40. The parties shall cooperate in obtaining and maintaining current passports for the minor child. Both parties shall have photographs of the child's passports to book travel. The parties shall cooperate in providing any permission needed upon reasonable notice and to reasonable destinations. Permission shall not be unreasonably withheld. LKS shall maintain possession of her own passport.

Extracurricular Activities

41. The parties shall equally share the cost of any extracurricular activity that is mutually agreed-upon in writing. The parties agree they shall both use best efforts to ensure the child participates in the extra-curricular activities in which the child is enrolled.

- a. The party who incurs an expense for an extracurricular activity shall provide written verification of the costs and payments associated with the extracurricular activity within thirty (30) days of payment.
- b. The party to whom written verification is provided shall reimburse the party who incurred the expenses for extracurricular activities one-half the

amount of the out-of-pocket expenses within thirty (30) days of receipt of the written verification.

- c. The party incurring expenses for an extracurricular activity may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with the terms set forth in the previous paragraph.

Parents' Significant Others

42. The child shall not be around a significant other of a party unless that party has been in a committed relationship for at least six (6) months. The parties shall notify each other of any non-relatives that stay overnight in their respective homes which the child is present before the non-relative sleeps over. The purpose of this provision is to ensure the stability of the child and protect her well-being.

Child Support

43. For purposes of child support Chris's gross monthly income is \$16,673.00/month and Shelly's gross monthly income is \$2,817.00/month.

44. Child support shall be determined on a joint custody calculator with Shelly having 209 overnights and Chris having 156 overnights, resulting in a base child support award of \$921/month. This is the presumptive amount of child support calculated pursuant the Utah Child Support Guidelines with one half to be paid by the 5th of the month and one half to be paid by the 20th of the month. Child support shall begin on April 1, 2026.

Termination of Child Support

45. Unless the Court orders otherwise, support for a child terminates at the time (1) the child becomes eighteen (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) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

Modifications of Child Support

46. The parties agree that Utah Code Ann. §81-6-202 applies for purposes of modifications of child support in the future.

Health/Medical and Dental Insurance

47. In accordance with U.C.A. §81-6-208, the parties shall be ordered to maintain health and hospital care insurance on the minor child. Health insurance for the minor child shall be provided by the party who can obtain the best coverage, if it is available at a reasonable cost through their employer or through the open marketplace. Currently, Chris is providing health insurance for the parties' minor child.

48. Each party shall pay one-half of the out-of-pocket cost of the medical, vision, and dental insurance premium actually paid for the child's portion of the medical, vision, and dental insurance as provided in Utah Code Ann. §81-6-208.

49. The parties shall share equally the out-of-pocket costs of the premium actually paid for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing

the premium amount by the number of persons covered under the policy. The party carrying the insurance shall provide copies of the insurance information and cards annually or upon request.

50. The party paying the child's health insurance premium shall be allowed to automatically deduct the per capita premium for the child's health insurance directly from the monthly child support payments.

51. The party ordered to maintain insurance should provide verification of coverage to the other party upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. Each party should notify the other party of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date he or she first knew or should have known of the change.

52. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half (1/2) of all reasonable and necessary medical, vision, and dental expenses for the minor child as indicated.

53. The parties shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parties.

Out-of-Pocket Medical Expenses

54. The parties shall equally pay all reasonable and necessary uninsured and out-of-pocket medical and dental expenses for the minor child, including but not limited to the expenses for the copays, any surgery, orthodontic care, psychological or psychiatric care, hospitalization, therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such

as diabetes or asthma, as well as all other reasonable and necessary uninsured or out-of-pocket medical and dental expenses, in accordance with §81-6-208, Utah Code Annotated (as amended).

55. A parent who incurs out-of-pocket medical expenses for the parties' minor child should provide written verification of the cost such medical expenses for the parties' minor child should provide written verification of the cost of such medical expenses to the other party within thirty (30) days with the other party paying half of the payment or reimbursing the paying parent if already paid in full within thirty (30) days of receiving the verification.

56. In addition to any other sanctions provided by the Court, either party incurring medical, vision, and/or dental expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with the above paragraphs.

57. The parties shall provide a copy of the Decree of Divorce to each creditor providing medical or dental services for the minor child. Pursuant to §15-4-6.7 Utah Code (as amended), each creditor is to be notified that the creditor is prohibited from making claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent by the Decree of Divorce. Each creditor receiving a copy of the Decree of Divorce is to be notified that the creditor is prohibited from making a negative credit report or report of debtor's repayment practices or credit history regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent by the Decree of Divorce.

Childcare

58. Due to the age of the child, out-of-pocket work-related childcare expenses are not anticipated. If day care costs are incurred, the party incurring said costs shall be solely responsible without reimbursement from the other party.

59. Should either of the parties seek child-care, they shall each pay their own.

60. The parties shall share all names, contact information, and address for all surrogate care providers.

School

61. So long as the child remains in public school, the parties agree they shall split school fees equally 50/50.

62. A parent who incurs school expenses for the parties' minor child shall provide written verification of the cost such school expenses for the parties' minor child shall provide written verification of the cost of such expenses to the other party within thirty (30) days with the other party paying half of the payment or reimbursing the paying parent if already paid in full within thirty (30) days of receiving the verification.

63. The party incurring expenses for school costs may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with the terms set forth in the previous paragraph.

Cell Phone.

64. The parties agree they shall each pay 50% of the minor child's cell phone bill.

Tax Exemption

65. The parties shall claim the minor child as a dependency exemption for purposes of filing federal and state tax returns as follows.

- a. Chris shall be allowed to claim LKS in even years and Shelly shall be allowed to claim LKS in odd years.

66. The parties shall cooperate in signing any forms required by the IRS to allow the other party to claim the child when he or she is entitled to the exemption.

Alimony

67. Respondent shall be awarded alimony of \$4,621/month which shall be paid
Respondent's alimony award will end upon the first of the following contingencies to occur:

- a. Respondent's remarriage;
- b. Respondent's romantic cohabitation;
- c. Either party's death; or
- d. A period of 12 years from the start of the date of payment of alimony, in no event to be paid past March 31, 2038.

68. Alimony shall begin on the first month after the marital home is sold, with one half to be paid on the 5th and one half to be paid on the 20th of the month.

69. The month immediately following the emancipation of the parties' remaining minor child and the concurrent termination of Chris's child support obligation to Shelly, Chris's alimony obligation to Shelly shall increase to \$5,000/month for the remainder of the alimony term.

70. Until the marital home sells, Chris shall continue to maintain the mortgage, utilities, Genesis payment, and insurance.

PROPERTY AND DEBTS

Personal Property

71. The parties should be awarded their premarital personal property free and clear of any interest of the other party. The parties should be awarded any gifts received from the other party including but not limited to their wedding rings.

72. Chris shall be awarded all Salisbury family heirlooms and Shelly shall be awarded all Wheeler family heirlooms. They shall each be awarded their own personal keepsakes, clothing, and personal effects.

73. The parties agree the furniture and furnishings in the marital home shall remain as is until the sale of the home. Upon the sale of the home the parties agree to equally divide the marital personal property equally. In the event the parties do not agree on the division of the personal property, they shall each be allowed access to the property to create a list of items and return to mediation which shall be set within thirty (30) days. In the event they are unable to come to an agreement at mediation, the mediator will act as an arbitrator in dividing the personal property with each party to pay 50% of the mediation/arbitration costs.

Vehicles

74. The parties have acquired the following vehicles during the marriage, which shall be divided as follows:

- a. Chris shall be awarded the following free and clear of any interest of Shelly.
 - i. 2018 Jeep Grand Cherokee RTS and all payments associated therewith holding Shelly harmless therefrom.

- b. The parties' child LKS shall be awarded the 2002 Honda Accord. Chris shall pay the monthly automobile insurance associated with LKS's vehicle.
- c. The parties' child Samantha Salisbury shall be awarded the Subaru Crosstrek.
- d. The parties shall sell the Genesis and the difference between the value of the Genesis and the amount owed on the Genesis (approximately \$60,000), shall be paid from the proceeds from the sale of the marital home as outlined below.
- e. As to any vehicle awarded to a party, that party shall indemnify and hold the other party harmless as to any maintenance or liability thereon. Each party shall be responsible for any insurance, debt, and expenses associated with his or her own vehicle.

Bank, Retirement, and Investment Accounts

75. The parties have acquired bank, retirement, and investment accounts during the marriage, which shall be divided as follows:

- a. Investment/Insurance Accounts. The parties agree to liquidate and split the value of the following investment/insurance accounts equally:
 - i. Ameritas 2750 with a value of approximately \$31,764.47;
 - ii. New York Life Policy #2587 with a value of approximately \$1,751.57;
 - iii. Ameritas 1814 with a value of approximately \$9,694.14.
- b. Bank Accounts. The parties have acquired retirement/investment accounts during the marriage which should be divided as follows.

i. The parties shall equally divide the following accounts:

1. Wells Fargo ending in 4300 in both parties' name with an approximate balance of \$1,201.64 which shall continue to be used to pay the mortgage, health insurance, utilities, and auto insurance, until the marital home is sold. Should there be any amount left in this account after the sale of the marital home, they shall divide that amount equally.
2. Wells Fargo ending in 6632 with an approximate balance of \$32.83;
3. Acorns account with an approximate value of \$743.98;
4. For the accounts that are jointly titled, the parties agree to cooperate in closing the accounts timely.

c. Chris shall be awarded all other accounts (eg Venmo) solely in his name free and clear of any interest of Shelly.

d. Shelly shall be awarded all other accounts (eg Venmo) solely in her name free and clear of any interest of Chris.

Debts

76. The parties have incurred debts which shall be divided as follows:

a. Except as otherwise outlined herein, beginning April 1, 2026, Chris shall be solely responsible for the following holding Shelly harmless therefrom:

- i. Debt owed to Rick and Victoria Salisbury in the amount of \$151,503.90 for interest relating to the promissory note;

- ii. All debts associated with The Trashinator and related entities;
 - iii. Any credit cards solely in his name not listed herein;
 - iv. Chris shall work with these creditors to have Shelly's name removed from these accounts within thirty (30) days of the signing of this agreement.
- b. Except as otherwise outlined herein, beginning April 1, 2026, Shelly shall be solely responsible for the following debts holding Chris harmless therefrom:
 - i. Any credit cards solely in her name not listed herein;
 - ii. Shelly shall work to have these creditors remove Chris's name from these accounts within thirty (30) days of the signing of this agreement.
- c. The parties agree as follows regarding the following credit cards:
 - i. Chris shall be solely responsible for all debt on the American Express (silver) in excess of \$16,751.86 which is the balance as of April 1, 2026.
 - ii. Chris shall be solely responsible for all debt on the American Express (purple) in excess of \$3,568.81 which is the balance as of April 1, 2026.
 - iii. Shelly shall be solely responsible for all debt associated with the Citi Credit card ending in 7791 in excess of \$10,928.23 which is the balance as of April 1, 2026.
- d. The parties agree that all other debts and obligations should be distributed to the party who incurred the debt and shall indemnify and hold the other harmless from any loss and/or liability arising therefrom.

- e. If any of these accounts are held jointly, the parties shall fully cooperate to remove the other party's name or close the account.
- f. The parties agree to indemnify and hold the other party harmless from any liability on the debts each party is ordered to pay. Each party should notify the respective creditors or obliges regarding the Court's division of the debts, obligations, and liabilities, and provide the parties' separate current address to the respective creditors and obliges.

Utilities and Miscellaneous Accounts

77. The parties shall fully cooperate to transfer all accounts into the other party's name as required.

Real Property

78. **Marital Home:** The parties home located at 1759 South Perry Hollow Drive, Mapleton, Utah is currently listed for sale with Misty Maki. The home is encumbered by a mortgage through PNC Bank in the amount of approximately \$414,000.00.

- a. The parties shall fully cooperate in timely signing all documents necessary to list the home with the realtor. Unless otherwise mutually agreed in writing, the parties shall follow all recommendations of the realtor including but not limited to list price, price revisions, concessions, and repairs.
- b. Shelly agrees to keep the home clean, tidy, and show ready as recommended by the realtor to ensure the home can be marketed and shown.
- c. The parties agree that at the time the home is sold, closing costs, realtor fees, and the mortgage balance shall be paid.

- d. The parties shall then use the proceeds from the sale of the home to pay the amounts owed on the American Express (silver) ending in 1006 with an approximate balance of \$16,751.86, the American Express (purple) ending in 1006 with an approximate balance of \$3,568.81, the Citi Credit Card ending in 7791 with an approximate balance of \$10,928.23, and the balance left on the Genesis vehicle loan constituting the difference between the amount owed on the loan and the value of the car (approximately \$10,000.00).
- e. The parties shall then use the proceeds from the sale of the home to pay the amount owed to Chris's parents for the promissory note in the amount of \$480,521.66.
- f. The parties shall then equally split all proceeds from the sale of the home 50/50. For example, if after the payment of the debts outlined above, the remaining equity is \$1,000,000.00, Chris shall receive \$500,000.00 and Shelly shall receive \$500,000.00.
- g. After the equity in the home is split equally between the parties, Chris shall pay Shelly \$91,039.50 in exchange for her one-half interest in the marital businesses.

Marital Businesses

79. During the marriage, the parties acquired a marital business, The Trashinator LLC. In addition, there are other entities associated with The Trashinator, namely, Right of Way Leasing LLC, Lavinium, Inc., and Elysian Wealth, LLC. In consideration of the property allocation as outlined herein, the parties agree the valuation of The Trashinator and the related entities is \$182,079.00. Chris shall be awarded all interest in these entities free and clear of any

interest of Shelly in exchange for the payment of \$91,039.50. The parties agree the businesses along with all business assets shall be awarded to Chris free and clear of any interest of Shelly. Chris shall indemnify and hold Shelly harmless from all obligations, debts, liabilities, and encumbrances associated with the businesses.

- a. Should Chris sell the marital business The Trashinator within 12 years of the date of the signing of this agreement (on or before March 31, 2038) he shall split the sale proceeds with Shelly equally.

2025 Tax Returns

80. The parties shall cooperate to file their 2025 tax returns jointly. Shelly shall provide Chris with her W2s within two days of the signing of this agreement and fully cooperate with Squire for all tax filings. Chris shall pay all tax obligations associated with the parties' 2025 taxes.

Earnest Money

81. The parties received \$5,000 in escrow proceeds from the marital home being under contract which did not close. The parties agree to equally divide said proceeds.

Pets

82. The parties have one pet dog Mazie (yorkie) which shall be awarded to Shelly free and clear of any interest of Chris.

Maiden Name

83. Shelly shall have the ability to restore her maiden name of Wheeler should she so desire.

Attorney Fees

84. Each party shall pay his or her own attorney fees relating to the settlement of this case and any final documents related to the same.

No Harassment

85. Both parties should be ordered to follow a mutual restraining order requiring the parties to be civil with one another and prohibiting the parties from stating anything disparaging of the other party in person or on social media or publicly. The parties should be restrained from contacting the other's employer or customers concerning the other party.

Cooperation and Execution of Documents

86. The parties agree to fully execute whatever documents are necessary for the implementation of the terms of this Agreement and the subsequent terms set forth in the Decree of Divorce.

87. Should a party fail to execute documents or if the other party is required to bring a motion to enforce a provision of this agreement, the court may appoint another person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure as well as all other remedies allowed by Rule or Statute. The disobedient party shall also pay the reasonable attorney costs and fees as a result of the enforcing party having to bring the matter before the Court.

Waiver of Discovery, Trial, Valuations, Tax, and Acceptability

88. The parties do not desire to exercise any further discovery rights, nor do they desire a trial to have the court decide these issues and waive such rights. The parties understand that the mediator is not giving legal advice to either party but is a neutral facilitator only. The

parties have not relied upon representations of the mediator in any way in the determination of the acceptability of this agreement, the valuation of the assets or obligations, or the tax implications of the terms herein.

89. The parties have had the right to advice of legal counsel of his or her own choice before signing this agreement and have received such advice or hereby waive that right.

Tax Advice

90. The parties acknowledge that their attorneys are not accountants and do not render any tax advice to the parties as to the terms or tax consequences of this agreement.

Fair Settlement Disclosure

91. Both parties disclose that the terms herein are fair and reasonable and that they agree to the terms herein voluntarily and of their own free will, and that he or she does so free from any undue influence, threat, or duress. Each party has independently assessed the values of the vehicles and properties.

92. The parties represent they have fully disclosed all property, accounts, and marital property. Should any undisclosed accounts be discovered, the undisclosed account shall be awarded in their entirety to the party to which the disclosure was not made. By signing this Agreement, both parties agree that they have waived his or her right to further discovery under the Utah Rules of Civil Procedure. Both parties are fully informed, understand, and acknowledge that, in signing this Agreement the case will be fully, completely and finally settled.

93. The Stipulation of the parties is effective on the date signed by all parties. This Agreement resolves all issues pending between the parties, except and unless specifically reserved herein. Both parties acknowledge the jurisdiction of this court and consent thereto.

94. The parties agree that a final order shall issue from the court with these same terms, conditions, and provisions, and that until a final order is entered, the terms and conditions set herein are enforceable as a court order and are not mere recitations.

Miscellaneous Provisions

95. Both Parties warrant that they execute this document voluntarily and of their own free will and choice.

96. Each Party warrants that they are not being coerced and are not subject to undue influence, duress, coercion, or impairment when executing this document.

97. This agreement and all rights and obligations of the parties hereunder shall be construed according to the laws of the State of Utah.

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

99. The Stipulation of the parties is effective on the date signed by all parties. This Agreement resolves all issues pending between the parties, except and unless specifically reserved herein. Both parties acknowledge the jurisdiction of this court and consent thereto.

100. The parties agree that a final order shall issue from the court with these same terms, conditions, and provisions, and that until a final order is entered, the terms and conditions set herein are enforceable as a court order and are not mere recitations.

No Construction Against the Drafter.

101. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of the Stipulation and Settlement Agreement upon which the Decree is based, and specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

-END OF ORDER-

****EXECUTED AND ENTERED BY THE COURT AS INDICATED BY THE
SIGNATURE AND SEAL AT THE TOP OF PAGE 1****

APPROVED AS TO FORM:

DATED THIS 28th day of April, 2026.

PARSONS BEHLE & LATIMER

e/s Nicole Salazar-Hall

Nicole Salazar-Hall
Attorney for Respondent

*E-signature for Ms. Salazar-Hall with permission received via email on April 28, 2026

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, a true and correct copy of the above Proposed Order was sent to Counsel for Respondent on the date indicated below. Notice of objections must be submitted to the Court and opposing party within seven (7) days after service. Should no objections be submitted within seven (7) days after service, this document will be presented to the Court for entry and signature.

I hereby certify that on this 24th day of April, 2026, a true and correct copy of the foregoing was served by the method indicated below, to the following:

Nicole Salazar-Hall

- ☐ U.S. Mail, Postage Prepaid
- ☐ Hand Delivered
- ☐ Overnight Mail
- ☒ Email
- ☐ Electronically filed

/s/ Sadé A. Turner

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of May 2026, a true and correct copy of the foregoing was served by the method indicated below, to the following:

Nicole Salazar-Hall
PARSONS BEHLE & LATIMER
201 South Main Street, Suite 1800
Salt Lake City, UT 84111
Nsalazar-hall@parsonsbehle.com

- ☐ U.S. Mail, Postage Prepaid
- ☐ Hand Delivered
- ☐ Overnight Mail
- ☐ Email
- ☒ Electronically filed

/s/ Denise Hughes