

CHRISTINE L BLAKE

Name

9872 N Holland PL

Address

Highland, Utah 84003

City, State, Zip

N/A

Phone

christielblake@gmail.com

Email

In the Court of Utah

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606

In the Matter of (select one)

☒ the Marriage of (for a divorce with  
or without children, annulment,  
separate maintenance, or  
temporary separation case)

CHRISTINE L BLAKE

(name of Petitioner)

and

BENJAMIN L BLAKE

(name of Respondent)

Other parties (if any)

## Divorce Decree

264401216

Case Number

S. Howell

Judge

Snow

Commissioner (domestic cases)

The court decrees:

## Divorce

1. CHRISTINE L BLAKE is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by CHRISTINE L BLAKE. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **CHRISTINE L BLAKE** and **BENJAMIN L BLAKE** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

**Minor Children**

a.

Child Name: **Boston Blake**

Date of Birth: **Nov 26, 2009**

b.

Child Name: **Savannah Blake**

Date of Birth: **Jun 4, 2012**

c.

Child Name: **Stormy Blake**

Date of Birth: **Apr 29, 2012**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Boston Blake**

Date of Birth: **Nov 26, 2009**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Sep 15, 2024**

Address: **9872 N Holland PL, Highland, Utah 84003 United States**

(1).

Caretaker at this address: **Christine Blake**

Caretaker current address: **9872 N Holland PL, Highland, Utah 84003**

**United States**

(2).

Caretaker at this address: **Benjamin Blake**

Caretaker current address: **9872 N Holland PL, Highland, Utah 84003**

**United States**

b.

Child Name: **Savannah Blake**

Date of Birth: **Jun 4, 2012**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Sep 15, 2024**

Address: **9872 N Holland PL, Highland, Utah 84003 United States**

(1).

Caretaker at this address: **CHRISTINE L. BLAKE**

Caretaker current address: **9872 N Holland PL, Highland, Utah 84003**

**United States**

(2).

Caretaker at this address: **BENJAMIN L BLAKE**

Caretaker current address: **9872 N Holland PL, Highland, Utah 84003**

**United States**

c.

Child Name: **Stormy Blake**

Date of Birth: **Apr 29, 2012**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Sep 15, 2024**

Address: **9872 N Holland PL, Highland, Utah 84003 United States**

(1).

Caretaker at this address: **CHRISTINE L. BLAKE**

Caretaker current address: **9872 N Holland PL, Highland, Utah 84003**

**United States**

(2).

Caretaker at this address: **BENJAMIN L. BLAKE**

Caretaker current address: **9872 N Holland PL, Highland, Utah 84003**

**United States**

### Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **CHRISTINE L BLAKE** and **BENJAMIN L BLAKE**'s minor children in any court or government agency. This includes filed, pending, and completed cases.



6. **CHRISTINE L BLAKE** and **BENJAMIN L BLAKE** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

## PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **CHRISTINE L BLAKE** and **BENJAMIN L BLAKE**.

### Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint Physical Custody. **CHRISTINE L BLAKE** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **CHRISTINE L BLAKE**'s home **183** overnights each year and in **BENJAMIN L BLAKE**'s home **182** overnights each year.

The parents will follow a custom parent-time schedule.

a. **Base parenting time rotation** Petitioner Christine Blake shall have parenting time from Monday school drop-off through alternate Thursday or Friday school pickup. Respondent Benjamin L Blake shall have parenting time from Thursday/Friday school pickup through Monday morning school drop-off. This schedule provides an approximately equal time-sharing arrangement. A "day" for purposes of this agreement is defined as any period during which a parent has the child(ren) for at least two (2) consecutive meals (e.g., breakfast and lunch, or lunch and dinner). This definition shall be used for calculating overnights and for purposes of the child support worksheet. The parties recognize this schedule is experimental in nature and may be modified by mutual written agreement. During the first six months following the entry of the Decree of Divorce, both parties shall make good faith efforts to evaluate whether this schedule serves the children's best interests and shall discuss modifications if needed. **Rotation transportation logistics** During the school year, Monday exchanges shall occur at the children's school(s). The dropping-off parent shall be responsible for ensuring the children arrive at school on time with all necessary materials. During summer break and non-school days, the receiving parent shall pick up the children from the other parent's residence at the agreed-upon time. If a parent is unable to complete a transportation obligation due to work or emergency, they shall provide reasonable advance notice and shall be responsible for arranging alternative transportation. **Planning & modification process** The parties shall maintain a

shared digital calendar system (Google Calendar or equivalent) to coordinate all children's activities, appointments, and schedule changes. Monthly planning meetings shall occur during the first week of each month, either in person, by telephone, or by video conference. Schedule modifications shall be requested at least 48 hours in advance whenever possible. Annual review of the overall parenting arrangement and child support calculations shall occur each January.

#### Parent-time for special occasions

9. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period Starts and ends	Years the parent is granted holiday	Years the parent is granted holiday
Holiday	Period	Noncustodial Years	Custodial Years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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 Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins 6 p.m. on the day that school dismisses for	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.		
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 Break	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on	Odd years	Even years



Holiday	Period	Noncustodial Years	Custodial Years
	the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.		
Christmas Eve	(1) Holiday begins on December 24th at 4 p.m. (2) Holiday ends on December 24th at 9 p.m.	Odd years	Even years
Christmas Day	(1) Holiday begins on December 24th at 9 p.m. (2) Holiday ends on December 25th at 9 p.m.	Even years	Odd years
New Year's Eve	(1) Holiday begins on December 31st at 4 p.m. (2) Holiday ends on January 1st at 9 a.m.	Even years	Odd years
New Year's Day	(1) Holiday begins on January 1st at 9 a.m. (2) Holiday ends on January 1st at 9 p.m.	Even years	Odd years
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	King Jr. Day.		
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 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.	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 Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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 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: CHRISTINE L BLAKE is the mother
Father's Day	(1) Holiday begins on	All Years: BENJAMIN	



Holiday	Period	Noncustodial Years	Custodial Years
	Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	L BLAKE is the father	
Summer Break	BENJAMIN L BLAKE will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of BENJAMIN L BLAKE. BENJAMIN L BLAKE will have an additional two weeks of extended Summer Parent-time at the option of BENJAMIN L BLAKE, subject to weekday parent-time for CHRISTINE L BLAKE, but not weekends normally exercised by CHRISTINE L BLAKE. BENJAMIN L BLAKE will notify CHRISTINE L BLAKE of the summer break extended parent-time by May 1 each year. CHRISTINE L BLAKE will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of CHRISTINE L BLAKE. CHRISTINE L	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	<p>BLAKE will notify BENJAMIN L BLAKE of the summer break extended parent-time by May 15 each year. If the notification by BENJAMIN L BLAKE is not timely, CHRISTINE L BLAKE may determine the schedule for extended parent-time for BENJAMIN L BLAKE, so long as CHRISTINE L BLAKE has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.</p>		
Juneteenth National Freedom Day	<p>(1) Holiday begins at: (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 (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following</p>	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	Juneteenth National Freedom Day.		
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
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
CHRISTINE L BLAKE's Birthday	CHRISTINE L BLAKE will have parent-time each year on CHRISTINE L BLAKE's birthday from 3:00 p.m. until the following morning when CHRISTINE L BLAKE delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and		All years

Holiday	Period	Noncustodial Years	Custodial Years
	<p>Father's Day.</p> <p>Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.</p>		
BENJAMIN L BLAKE's Birthday	<p>BENJAMIN L BLAKE will have parent-time each year on BENJAMIN L BLAKE's birthday from 3:00 p.m. until the following morning when BENJAMIN L BLAKE delivers the child to school, or 8:00 a.m. if there is no school.</p> <p>Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day.</p> <p>Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended</p>	All years	



Holiday	Period	Noncustodial Years	Custodial Years
	parent-time.		

### Parent-time transfers

10. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

Transfer at beginning of parent-time will be by **BENJAMIN L BLAKE** picking up/dropping off the children at this address:

CHRISTINE L BLAKE's home  
9872 N Holland PL  
Highland, Utah 84003  
(503) 308-3999  
christielblake@gmail.com

Transfer at end of parent-time will be by **CHRISTINE L BLAKE** picking up/dropping off the children at this address:

BENJAMIN L BLAKE's home  
9872 N Holland PL  
Highland, Utah 84003  
(503) 828-6822  
benblakeonline@gmail.com

### Curbside transfers

11. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

### Decision-making

12. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

**Joint decision-making.** The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

### Education plan

13. The school the children will attend is based on **CHRISTINE L BLAKE's** home residence.

14. **CHRISTINE L BLAKE** and **BENJAMIN L BLAKE** has authority to check the children out of school. **CHRISTINE L BLAKE** and **BENJAMIN L BLAKE** has access to the children

during school. If the parents cannot agree, education decisions will be made by CHRISTINE L BLAKE.

#### Communication with each other

15. Parents will communicate with each other by any method.

#### Communication with the children

16. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

17. Parents and children may communicate with each other whenever the children choose.

- By any method

#### Records and information sharing

18. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

#### Travel by the children

19. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

20. If the children will be travelling for more than **14** days, the parent arranging the travel will notify the other parent at least **30** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **10** days in advance. In case of emergency, the parent will provide as much notice as possible.

21. Other agreements about travel by the children: **GUIDING PHILOSOPHY** The parties recognize that holidays carry special significance for children and families alike. Rather than rigidly dividing each holiday, the parties commit to a spirit of generosity and flexibility, understanding that the children's experiences and memories are more important than strict adherence to a schedule. Both parents shall act in good faith to ensure that the children have meaningful holiday experiences with both sides of their family. **ANNUAL PLANNING PROCESS** By October 1st of each year, the parties shall exchange their respective holiday preferences and family event schedules for the upcoming November through January holiday season. By November 1st, both parties shall have finalized the holiday schedule for that season in writing. For spring and summer holidays and vacations, the parties shall exchange preferences by March 1st and finalize by April 1st. In the event of a scheduling conflict, the following priority order shall



apply: (1) Previously established family traditions alternating yearly; (2) Extended family events requiring travel; (3) Parent preference based on alternating yearly priority. **VACATION SCHEDULING PARAMETERS** Each parent shall be entitled to two (2) consecutive weeks of uninterrupted vacation time with the children during the summer months (June 1 through August 31). Vacation requests shall be submitted in writing by April 1st of each year. If both parents request overlapping vacation periods, the parent with first-selection priority (alternating yearly, with Petitioner selecting first in even years and Respondent selecting first in odd years) shall have priority. All vacation travel plans shall be shared with the other parent at least fourteen (14) days in advance, including destination, accommodations, contact information, and itinerary. **HOLIDAY PRIORITY/ROTATION** The parties shall alternate the following holidays on an annual basis: Thanksgiving (including the Friday and weekend following), Christmas Eve and Christmas Day, Spring Break, Independence Day, Labor Day weekend, and each parent's birthday with the children. Each parent shall have the children on that parent's own birthday and on Mother's Day or Father's Day, as applicable. The children's individual birthdays shall be shared or alternated as agreed upon annually. **MODIFICATIONS** Any modification to the established holiday schedule shall be requested in writing at least fourteen (14) days in advance, and the other parent shall respond within 48 hours.

#### Child care

22. A child care provider for our children must be:

A licensed child care provider.

A relative, friend, or neighbor.

23. Other terms about child care: **First Right of Refusal** If either parent will be away from the child(ren) for a continuous period of three (3) or more hours during their scheduled parenting time, they shall first offer the other parent the opportunity to care for the child(ren) during that time. The offering parent shall provide written notice (text, email, or messaging app) AND a phone call to the other parent. The other parent shall respond within thirty (30) minutes of receiving the notice. If the other parent declines or does not respond within the 30-minute window, the offering parent may arrange alternative childcare. In the event of a genuine emergency requiring immediate alternative care (e.g., medical emergency, accident), the parent present may arrange alternative care first and notify the other parent as soon as practicable thereafter.

#### Relocation of a parent

24. Neither parent may relocate with the minor children more than 20 miles from their current residence without a written agreement signed by the parties or further court order.

25. Other terms about relocating: **Relocation Terms.** The parties agree that they will address any changes in custody when the move is announced Relocation Terms. The parties agree that they will address any changes in custody when the move is announced Long-Distance Parenting Time Should either party contemplate a relocation that would increase the distance between the parties' residences, the relocating party shall provide the other parent with a minimum of sixty (60) days' written notice before the planned move. Both parties acknowledge and agree that they shall reside within reasonable proximity to Lone Peak High School, Highland, Utah (approximately 20 minutes' driving distance), to facilitate the parenting time schedule set forth herein and to ensure the children's continued enrollment in their current schools. Should either party desire to relocate beyond this geographic limitation, the parties shall engage in a collaborative decision-making process to determine how to modify the parenting plan in the best interests of the children. The parties agree that the initial custody arrangement established in this agreement is experimental in nature, and modifications based on geographic changes shall be approached with flexibility and a focus on the children's stability and well-being. The best interests of the children shall be the paramount consideration in any modification of custody or parenting time arising from a relocation.

26. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the parties as follows: **The parties agree to discuss these terms at the time of the move.**

27. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

28. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

### Resolving disputes

29. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. **Mediation**

30. Other agreements about resolving disputes:

b. **The parties acknowledge that they share joint legal custody of the minor children and recognize that disputes regarding parenting time may arise.**

**Disputes regarding parenting time shall be resolved in the following order: (1)**

**Direct communication between the parties; (2) Mandatory mediation with a**

**qualified family mediator; (3) Litigation as a last resort. In the event either party**



initiates court proceedings regarding parenting time, the court may award reasonable attorney's fees to the prevailing party if the court finds that the other party acted unreasonably or in bad faith. For disputes regarding significant moral or legal custody decisions, the parties shall first attempt direct discussion for a minimum of seven (7) days. If no resolution is reached, the parties shall engage in mediation. If mediation fails, the parent with Rotating Decision Authority for the current six-month period shall have final decision-making authority, provided that the deciding parent must act in good faith and in the best interests of the children, and the decision shall not violate any court order, endanger the children's health or safety, or fundamentally alter the parenting plan without the other parent's consent. For disputes regarding child-related expenses, the parties shall resolve disputes in the following order: (1) Direct communication between the parties within fourteen (14) days; (2) Mandatory mediation if direct communication fails; (3) Litigation as a last resort. Each party shall bear their own costs of mediation unless otherwise agreed.

### Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

31. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

## END OF PARENTING PLAN

Income: Petitioner (CHRISTINE L BLAKE) (Utah Code 81-6-203)

32. **CHRISTINE L BLAKE's** gross monthly income for child support purposes is **\$3600**.

**CHRISTINE L BLAKE** receives the following gross monthly income:

- a. **CHRISTINE L BLAKE** is employed at **North West GEM**. **CHRISTINE L BLAKE** earns **\$3600** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Respondent (BENJAMIN L BLAKE) (Utah Code 81-6-203)

33. **BENJAMIN L BLAKE's** gross monthly income for child support purposes is **\$7800**.

**BENJAMIN L BLAKE** receives the following gross monthly income:

- a. **BENJAMIN L BLAKE** is employed at **Colliers International**. **BENJAMIN L BLAKE** earns **\$7800** gross (pre-tax) monthly income working a 40-hour a week job or less.

34. The adjusted gross monthly income for **BENJAMIN L BLAKE** is **\$7800**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

35. **CHRISTINE L BLAKE** believes the guideline amount for child support is unjust, inappropriate, or not in the best interest of our children for the following reasons:

**The reason(s) for deviation are property settlement.**

36. It is in the best interest of the parties' children that neither party be ordered to pay child support to the other. This deviates from the Utah Uniform Child Support Guidelines.

a. Unless the Court orders otherwise, support for each child ends when:

- a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
- a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

37. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

38. Child support will be paid as follows:

**. CHILD SUPPORT Child Support Buyout Provision Lump Sum. No Ongoing Base Child Support.** In consideration of the equity transfer of the marital residence, Ben shall owe no base child support to Christine. The parties agree this constitutes a full buyout of base child support for Boston, Savannah, and Stormy. Christine expressly agrees and covenants that she will NEVER petition any court for base child support from Ben, regardless of any change in circumstances, including but not limited to changes in Ben's income, lottery winnings, business success, remarriage, or any other future event. In the event Christine violates this provision and files any action seeking child support, Christine shall be obligated to pay Ben's reasonable attorney's fees and costs associated with defending such action. The parties agree that this buyout arrangement is fair, knowing, and voluntary, and was reached with the assistance of a professional mediator. If the courts do not accept this buyout option, the parties agree to use the states recommended child support protocol as follows. Income. Petitioner Christine L. Blake's gross monthly income is \$3,600.00. Respondent Benjamin L. Blake's gross monthly income is \$7,800.00. Child Support Obligation. Based on the parties' combined adjusted gross incomes and the Utah Base Combined Child Support Obligation Table (Utah Code Ann. §81-6-304), and after applying the joint physical custody parent-time adjustment pursuant to Utah Code Ann. §81-6-206, Respondent Benjamin L. Blake shall pay to Petitioner Christine L. Blake the sum of \$393 per month as base child support for the parties' 3 minor children. This amount is calculated on the attached Child Support Obligation Worksheet, which is incorporated herein by reference. In the event of any discrepancy between the child support amount stated in any other section of this agreement and the amount calculated on the Child Support Obligation Worksheet, the Worksheet calculation shall control. 5.3 Payment Method. Respondent Benjamin L. Blake shall pay the total monthly child support obligation of \$393 to Petitioner Christine L. Blake. Payments shall be made on or



before the first and fifteenth of each month in two equal installments of \$196.5 each. Payment shall be made by direct deposit, electronic transfer, or other mutually agreed-upon method. Both parties shall maintain records of all child support payments made and received. Child support shall commence on the first day of the month following entry of the Decree of Divorce and shall continue until the minor children reach the age of eighteen (18), graduate from high school during the normal and expected year of graduation, become emancipated, or are otherwise no longer eligible for child support under Utah law, whichever occurs last, pursuant to Utah Code Ann. §81-6-203. 5.4 Flexible Modification Language. The parties agree that child support may be voluntarily modified at any time by mutual written agreement, without the necessity of court intervention, provided such modification is in the best interests of the children. Any voluntary modification shall be documented in writing, signed by both parties, and specify the effective date, the new amount (if applicable), and the reason for the modification. Before agreeing to any modification, both parties shall exchange current financial documentation, including pay stubs, tax returns, and documentation of any change in circumstances prompting the modification. If either party experiences a material change in income (increase or decrease of 15% or more), change in the number of overnights, or change in the children's financial needs (such as special needs, medical expenses, or educational costs), the parties shall promptly notify the other party and shall negotiate in good faith regarding an appropriate adjustment. Both parties agree that child support is a legal obligation owed to the children, and neither party shall discuss child support amounts, payments, or disputes with or in the presence of the children. Any dispute regarding child support modifications that cannot be resolved through direct negotiation shall be submitted to mediation before either party files a motion with the court.

39. The issue of past-due child support may be decided by future court or administrative action.

40. **CHRISTINE L BLAKE** and **BENJAMIN L BLAKE** will each pay half of any ORS fee.

a. If a fee is withheld from payments to **CHRISTINE L BLAKE**, **BENJAMIN L BLAKE** will reimburse **CHRISTINE L BLAKE** for half the fee.

41. The parties must notify each other of any change in their income as follows:

42. The parties will do the following for child related support or expenses:

a. CHILD SUPPORT Child Support Buyout Provision Lump Sum. No Ongoing Base Child Support. In consideration of the equity transfer of the marital residence, Ben shall owe no base child support to Christine. The parties agree this constitutes a full buyout of base child support for Boston, Savannah, and Stormy. Christine expressly agrees and covenants that she will NEVER petition any court for base child support from Ben, regardless of any change in circumstances, including but not limited to



changes in Ben's income, lottery winnings, business success, remarriage, or any other future event. In the event Christine violates this provision and files any action seeking child support, Christine shall be obligated to pay Ben's reasonable attorney's fees and costs associated with defending such action. The parties agree that this buyout arrangement is fair, knowing, and voluntary, and was reached with the assistance of a professional mediator. If the courts do not accept this buyout option, the parties agree to use the states recommended child support protocol as follows. Income. Petitioner Christine L. Blake's gross monthly income is \$3,600.00. Respondent Benjamin L. Blake's gross monthly income is \$7,800.00. Child Support Obligation. Based on the parties' combined adjusted gross incomes and the Utah Base Combined Child Support Obligation Table (Utah Code Ann. §81-6-304), and after applying the joint physical custody parent-time adjustment pursuant to Utah Code Ann. §81-6-206, Respondent Benjamin L. Blake shall pay to Petitioner Christine L. Blake the sum of \$393 per month as base child support for the parties' 3 minor children. This amount is calculated on the attached Child Support Obligation Worksheet, which is incorporated herein by reference. In the event of any discrepancy between the child support amount stated in any other section of this agreement and the amount calculated on the Child Support Obligation Worksheet, the Worksheet calculation shall control. 5.3 Payment Method. Respondent Benjamin L. Blake shall pay the total monthly child support obligation of \$393 to Petitioner Christine L. Blake. Payments shall be made on or before the first and fifteenth of each month in two equal installments of \$196.5 each. Payment shall be made by direct deposit, electronic transfer, or other mutually agreed-upon method. Both parties shall maintain records of all child support payments made and received. Child support shall commence on the first day of the month following entry of the Decree of Divorce and shall continue until the minor children reach the age of eighteen (18), graduate from high school during the normal and expected year of graduation, become emancipated, or are otherwise no longer eligible for child support under Utah law, whichever occurs last, pursuant to Utah Code Ann. §81-6-203. 5.4 Flexible Modification Language. The parties agree that child support may be voluntarily modified at any time by mutual written agreement, without the necessity of court intervention, provided such modification is in the best interests of the children. Any voluntary modification shall be documented in writing, signed by both parties, and specify the effective date, the new amount (if applicable), and the reason for the modification. Before agreeing to any modification, both parties shall exchange current financial documentation, including pay stubs, tax returns, and documentation of any change in circumstances prompting the modification. If either party experiences a material change in income (increase or decrease of 15% or more), change in the number of overnights, or change in the children's financial needs (such as special needs, medical expenses, or educational costs), the parties shall promptly notify the other party and shall negotiate in good faith regarding an appropriate



adjustment. Both parties agree that child support is a legal obligation owed to the children, and neither party shall discuss child support amounts, payments, or disputes with or in the presence of the children. Any dispute regarding child support modifications that cannot be resolved through direct negotiation shall be submitted to mediation before either party files a motion with the court.

43. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

### Dependent children for tax purposes

44. As long as **CHRISTINE L BLAKE** is current on all child support and other court-ordered financial obligations, **CHRISTINE L BLAKE** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

a. **Stormy Blake, Boston Blake**

45. As long as **BENJAMIN L BLAKE** is current on all child support and other court-ordered financial obligations, **BENJAMIN L BLAKE** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

b. **Savannah Blake**

### Child health care (Utah Code 81-6-208)

46. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

47. **n/a** must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **BENJAMIN L BLAKE's** insurance will be primary coverage.
- **CHRISTINE L BLAKE's** insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **BENJAMIN L BLAKE's** spouse's insurance will be primary coverage.
- **CHRISTINE L BLAKE's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental

expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

### Child care expenses (Utah Code 81-6-209)

48. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.

b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.

c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

### Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

49. Neither party has received or is receiving public assistance from the State of Utah.

### Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

50. All personal property not addressed in the divorce should be divided as the parties have already divided it.

### Vehicles

51. Vehicles will be divided as follows:

a.

Year: **2018**

Make: **Tesla**

Model: **Model 3**



VIN: **N/A**

Owner (before divorce): **Benjamin Blake**

Current value: **\$17,000.00**

Amounts Estimated: **no**

Ownership After Divorce: **BENJAMIN L BLAKE**

Loan: **N/A**

b.

Year: **2018**

Make: **Honda**

Model: **Pilot**

VIN: **N/A**

Owner (before divorce): **Christine Blake & Benjamin Blake**

Current value: **\$16,000.00**

Amounts Estimated: **no**

Ownership After Divorce: **CHRISTINE L BLAKE**

Loan: **N/A**

Bank and credit union accounts

52. Bank and credit union accounts will be divided as follows:

a.

Account Number: **0225**

Account Type: **USAA**

Institution Name: **USAA**

Address: **9800 Fredericksburg Road, San Antonio, TX 78288**

Date Opened: **N/A**

Balance (US Dollars): **\$106.00**

Estimated: **no**

Owner: **BENJAMIN L BLAKE**

Co-Owner(s): **N/A**

Divide as follows: **BENJAMIN L BLAKE** should be awarded the entire balance of **\$106.00** from this money.

b.

Account Number: **2181**

Account Type: **Checking**

Institution Name: **Bank of America**

Address: **100 North Tryon Street, Charlotte, NC 28255**

Date Opened: **N/A**

Balance (US Dollars): **\$131.00**

Estimated: **no**

Owner: **CHRISTINE L BLAKE and BENJAMIN L BLAKE**

Co-Owner(s): **N/A**

Divide as follows: **This account will be split equally, \$65.50 each.**

C.

Account Number: **5791**

Account Type: **Savings**

Institution Name: **US Bank**

Address: **800 Nicollet Mall, Minneapolis, MN 55402**

Date Opened: **N/A**

Balance (US Dollars): **\$1,051.00**

Estimated: **no**

Owner: **CHRISTINE L BLAKE**

Co-Owner(s): **N/A**

Divide as follows: **CHRISTINE L BLAKE should be awarded the entire balance of \$1,051.00 from this money.**

d.

Account Number: **5093**

Account Type: **Checking**

Institution Name: **US Bank**

Address: **800 Nicollet Mall, Minneapolis, MN 55402**

Date Opened: **N/A**

Balance (US Dollars): **\$297.00**

Estimated: **no**

Owner: **CHRISTINE L BLAKE**

Co-Owner(s): **N/A**

Divide as follows: **CHRISTINE L BLAKE should be awarded the entire balance of \$297.00 from this money.**

e.

Account Number: **1480**

Account Type: **Checking**

Institution Name: **US Bank**

Address: **800 Nicollet Mall, Minneapolis, MN 55402**

Date Opened: **N/A**

Balance (US Dollars): **\$1,142.00**

Estimated: **no**

Owner: **CHRISTINE L BLAKE**



Co-Owner(s): **N/A**

Divide as follows: **CHRISTINE L BLAKE should be awarded the entire balance of \$1,142.00 from this money.**

Stock, bond, securities, or money market fund accounts

53. The stock, bond, securities, or money market fund accounts will be divided as follows:

a.

Account Number: **6600**

Account Type: **Personal**

Institution Name: **Robinhood**

Address: **85 Willow Road, Menlo Park, California 94025**

Date Opened: **N/A**

Balance (US Dollars): **\$37,000.00**

Estimated: **no**

Owner: **BENJAMIN L BLAKE**

Co-Owner(s): **N/A**

Divide as follows: **BENJAMIN L BLAKE should be awarded the entire balance of \$37,000.00 from this money.**

Other financial assets

54. These other financial assets will be divided as follows:

a.

Account Number: **N/A**

Account Type: **N/A**

Institution Name: **N/A**

Address: **9872 N Holland PL, Highland, Utah, Utah 84003 United States**

Balance (US Dollars): **\$728.00**

Estimated: **no**

Owner: **Christine Blake & Benjamin Blake**

Co-Owner(s): **N/A**

Divide as follows: **Here is the provision from the Parenting Plan that you can copy and paste: Respondent (Benjamin) currently receives Oregon adoption assistance payments of approximately \$728 per month for the benefit of the minor child Stormy Blake. Respondent (Benjamin) shall continue to receive and apply said payments for Stormy's benefit until the marital residence is refinanced into Petitioner (Christine) Blake's name, at which time Petitioner (Christine) shall assume responsibility for receiving and managing the adoption assistance payments for Stormy's benefit. In the event that Stormy Blake becomes eligible for Supplemental Security Income (SSI) benefits or the**

adoption assistance payment amount increases, any such additional funds shall be deposited into an ABLE (Achieving a Better Life Experience) account established for the sole benefit of Stormy Blake. Neither party shall use said funds for any purpose other than Stormy's direct benefit.

55. This other property will be divided as follows:

a.

Description: **Wedding Ring**  
Date acquired: **N/A**  
Current value: **\$2,000.00**  
Estimated: **no**  
Ownership after divorce: **CHRISTINE L BLAKE**  
Loan: **N/A**

b.

Description: **Guns**  
Date acquired: **N/A**  
Current value: **\$3,500.00**  
Estimated: **no**  
Ownership after divorce: **BENJAMIN L BLAKE**  
Loan: **N/A**

## Debts

56. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

### Credit Card Debt

a.

Account Number: **7672**  
Institution Name: **Visa**  
Address: **N/A**  
Amount owed on debt (in US Dollars): **\$8,118.00**  
Minimum Monthly Payment (in US Dollars): **\$126.00**  
Owner: **Benjamin Blake**  
The debt will be paid as follows: **BENJAMIN L BLAKE will pay the entire debt.**  
**BENJAMIN L BLAKE will provide a copy of the divorce decree to the lender.**

### Installment Loan Debt

a.

Account Number: **9109**

Institution Name: **SBA Disaster COVID-19 Economic Injury Loan**

Address: **P.O. Box 3918 Portland, OR 97208-3918**

Amount owed on debt (in US Dollars): **\$173,900.00**

Minimum Monthly Payment (in US Dollars): **\$895.00**

Owner: **Benjamin Blake**

The debt will be paid as follows: **BENJAMIN L BLAKE will pay the entire debt. BENJAMIN L BLAKE will provide a copy of the divorce decree to the lender.**

#### **Other Debt**

a.

Account Number: **2024**

Institution Name: **IRS**

Address: **P.O. Box 931000, Louisville, KY 40293-1000**

Amount owed on debt (in US Dollars): **\$14,500.00**

Minimum Monthly Payment (in US Dollars): **\$386.00**

Owner: **Christine Blake & Benjamin Blake**

The debt will be paid as follows: **CHRISTINE L BLAKE will pay half of the debt. BENJAMIN L BLAKE will pay half of the debt. BENJAMIN L BLAKE will provide a copy of the divorce decree to the lender.**

#### **Real property**

57. The parties acquired the following real property during the marriage:

a.

Description: **Highland**

Address: **9872 N Holland PL, Highland, Utah, Utah 84003 United States**

Tax ID: **51-701-0355**

Legal Description: **LOT 355, PLAT B-2, RIDGEVIEW PUD SUB AREA 0.104 AC**

Date property acquired: **Sep 12, 2024**

Names on title: **Blake, Benjamin & Christine Lynn**

Original cost: **\$730,300**

Current value: **\$815,000.00**

Property values estimated: **no**

Disposal: **ARTICLE II — REAL PROPERTY 2.1 Primary Home. The real property located at 9872 N Holland PL, Highland, UT 84003. The approximate market value is Eight Hundred Fifteen Thousand Dollars (\$815,000.00). (A) Mortgage. The mortgage is held by Village Capital Loan Servicing, with an approximate balance of Five Hundred Fourteen Thousand One Hundred Forty Nine Dollars (\$514,149.00), monthly payment of Three Thousand Seven Hundred Seventy One Dollars (\$3,771.00). In full and final settlement of any alimony and base child support obligations, Respondent (Benjamin) L Blake hereby waives all right, title, and interest in the marital residence, and**



Petitioner (Christine) Blake shall retain 100% of the equity therein. This transfer constitutes a complete buyout of any alimony and base child support that would otherwise be owed. Should Petitioner (Christine) seek to modify this agreement through court action, she shall be responsible for all of Respondent (Benjamin)'s attorney's fees incurred in defending the same. Petitioner (Christine) Blake shall refinance the marital residence and remove Respondent (Benjamin) L Blake's name from the mortgage within six (6) months of the date the Decree of Divorce is entered. Petitioner (Christine) shall provide written confirmation of completed refinance to Respondent (Benjamin) promptly upon completion. Until the marital residence is refinanced into Petitioner (Christine)'s name, Respondent (Benjamin) L Blake shall be responsible for making the monthly mortgage payment. Petitioner (Christine) Blake, along with any household members, shall be responsible for all utilities associated with the marital residence during this interim period. Hold Harmless. The party awarded the real property or any obligation arising therefrom shall hold the other party harmless and indemnify the other party from any and all liability, loss, or expense (including reasonable attorney fees) arising from such obligation.

i.

Creditor: **N/A**

Names on mortgage: **Benjamin Blake, Christine Blake**

Date mortgage acquired: **Sep 12, 2024**

Mortgage balance: **\$514,149.00**

Monthly payment: **\$3,771.00**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **CHRISTINE L BLAKE will pay the entire debt. CHRISTINE L BLAKE will provide a copy of the divorce decree to the lender.**

## Business interests

58. The parties' ownership interests in business will be divided as follows:

a.

Business Name: **Northwest GEM**

Description: **Meeting Planning**

Phone: **(503) 308-3999**

Address: **9872 N Holland PL, Highland, Utah 84003 United States**

Total Value: **\$0**

Percent owned by Petitioner: **100%**

Percent owned by Respondent: **0%**

Percent owned by Petitioner after divorce: **100%**

Percent owned by Respondent after divorce: **0%**

## Alimony

59. Neither party will pay alimony.

## Retirement money

### Retirement money – retirement accounts

60. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

61. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **None**

Plan Name: **Robinhood Roth IRA**

Plan Administrator: **Self**

Company Name: **Robinhood**

Address: **85 Willow Road, Menlo Park, California 94025**

Date Opened: **Apr 4, 2023**

Plan Value: **\$6800**

This plan is in the name of: **CHRISTINE L BLAKE**

Divide as follows: **The entire account should be awarded to CHRISTINE L BLAKE.**

b.

Account Number: **1996**

Plan Name: **401(k)**

Plan Administrator: **Self**

Company Name: **Morgan Stanley**

Address: **1585 Broadway, New York, NY 10036**

Date Opened: **Apr 3, 2024**

Plan Value: **\$4737**

This plan is in the name of: **CHRISTINE L BLAKE**

Divide as follows: **The entire account should be awarded to CHRISTINE L BLAKE.**

c.

Account Number: **0380**

Plan Name: **Roth IRA**



Plan Administrator: **Self**

Company Name: **Morgan Stanley**

Address: **1585 Broadway, New York, NY 10036**

Date Opened: **Apr 3, 2024**

Plan Value: **\$14**

This plan is in the name of: **BENJAMIN L BLAKE**

Divide as follows: **The entire account should be awarded to BENJAMIN L BLAKE.**

#### Additional provisions

62. The parties will adhere to the following additional provisions:

a.

Additional Provision: **ARTICLE VI — HEALTH INSURANCE AND MEDICAL EXPENSES**

**6.1 Health Insurance.** Respondent Benjamin L. Blake shall be responsible for maintaining health insurance coverage for the minor children through his employer-provided plan or an equivalent plan providing comparable coverage. The cost of health insurance premiums for the children shall be borne by Respondent Benjamin L. Blake and shall be independent of any child support obligation. The parties shall equally divide (50/50) all reasonable and necessary non-covered medical, dental, orthodontic, optical, and other health-related expenses for the minor children. Each party shall provide the other with documentation of any such expense within thirty (30) days of incurring the cost, and the non-incurring party shall reimburse their one-half share within thirty (30) days of receiving documentation. Both parents shall cooperate in selecting health care providers and shall consult with each other before incurring any non-emergency medical expense exceeding \$250.00. Annual open enrollment evaluation shall occur, with both parties collaborating to select the most cost-effective plan that provides adequate coverage for the children.

**6.2 Out-of-Pocket Medical Expenses.** All reasonable and necessary non-covered medical, dental, orthodontic, optical, and mental health expenses for the minor children shall be divided equally (50/50) between the parties. For regular non-covered expenses, the parent incurring the cost shall provide written documentation (receipts, EOBs, or billing statements) to the other parent within thirty (30) days. The other parent shall reimburse their one-half (1/2) share within thirty (30) days of receiving such documentation. For elective medical procedures or treatments exceeding \$250.00, both parents must agree in advance before the expense is incurred, except in cases of medical emergency. In emergency situations, the parent present shall authorize necessary treatment and notify the other parent as soon as practicable. Emergency expenses shall be shared equally regardless of prior approval.



b.

Additional Provision: **ARTICLE VII — ADDITIONAL CHILD-RELATED EXPENSES**  
**7.1 Extracurricular Activities and Expenses.** The parties define four categories of additional child-related expenses: (1) Extracurricular Activities: organized sports, lessons, camps, clubs, and similar structured activities; (2) Logistical Expenses: school supplies, field trips, yearbooks, graduation fees, and similar school-related costs; (3) Clothing Expenses: seasonal wardrobe needs, school uniforms, specialty clothing for activities, and footwear. The parties agree to split all such costs equally (50/50). Each parent shall contribute their one-half share within thirty (30) days of receiving documentation of the expense. Neither parent shall enroll a child in a new extracurricular activity costing more than \$250 per season without the other parent's prior written consent.

c.

Additional Provision: **8.1 Dependency Exemption Allocation.** Pursuant to 26 U.S.C. §152 and Utah Code Ann. §81-6-307, and in consideration of the parties' respective financial obligations and parenting time arrangement, the parties agree to the following allocation of the federal and state tax dependency exemption(s) and child tax credit(s) for the minor child(ren): Petitioner Christine L. Blake shall claim Stormy Blake every year and Boston Blake for the remaining approximately two (2) years until he reaches age 18. Respondent Benjamin L. Blake shall claim Savannah Blake every year until she turns 18. The parties shall cooperate fully in executing IRS Form 8332 (Release/Revocation of Release of Claim to Exemption for Child by Custodial Parent) or any successor form required by the IRS to effectuate this agreement. The parties shall file their respective tax returns in a timely manner and shall not claim a child assigned to the other party.  
**8.2 Annual Compliance and Notification.** Each party shall notify the other party in writing no later than January 31 of each calendar year confirming their intent to claim or release the dependency exemption for the applicable tax year. Both parties shall file their respective federal and state income tax returns in a manner consistent with this allocation. Neither party shall amend a previously filed return to claim the child(ren) in a year allocated to the other party without prior written consent or court order.

d.

Additional Provision: **PARENTAL PROMISES AND COMMITMENTS**  
**9.1 Privacy and Personal Space.** Each parent shall respect the other parent's and the child(ren)'s need for personal space and privacy. Neither parent shall open or read the child(ren)'s mail or personal communications directed to the other

parent, search the child(ren)'s belongings for information about the other parent, use the child(ren) to gather information about the other parent's household, or monitor or interfere with the child(ren)'s private communications with the other parent during the other parent's designated parenting time.

**9.2 United Front.** Both parents agree to support each other's parental authority and maintain reasonably consistent rules, expectations, and values across both households. While each parent retains the right to establish specific household rules, both parents commit to presenting a united front on major parenting issues. Neither parent shall make derogatory remarks about the other parent's rules, discipline, or household management in the presence of the child(ren). If a disagreement arises about a parenting approach, the parents shall discuss the matter privately, away from the child(ren), and shall not undermine or reverse the other parent's reasonable parenting decisions.

**9.3 Communication on Important Issues.** Both parents shall promptly consult with each other when a child experiences school problems, emotional concerns, behavioral issues, health problems, or any other significant event. Both parents shall share information related to the child(ren)'s welfare, including school performance, extracurricular achievements, social development, health status, and any concerns arising from interactions with peers, teachers, or other adults. This communication shall be respectful, constructive, and focused on the well-being of the child(ren).

**9.4 Affirmative Support.** Each parent shall actively support the other's parenting role and speak positively about the other parent in the presence of the child(ren). Each parent shall encourage and facilitate a loving, healthy relationship between the child(ren) and the other parent. Neither parent shall disparage the other parent, their family members, or significant others in the presence of the child(ren), nor permit others to do so.

**9.5 Joint Decision-Making.** The parents shall make joint decisions regarding significant issues in the child's life, including but not limited to education, health care, religious training, and extracurricular activities. When possible, major decisions should be discussed and agreed upon before implementation. In the event that an urgent decision must be made and the other parent cannot be reached, the parent present shall make the best decision in the interest of the child(ren) and shall inform the other parent as soon as practicable. Neither parent shall make a unilateral decision on a major issue without first making a reasonable effort to consult the other parent.

**9.6 Mutual Respect.** Both parents agree to respect each other's parenting styles, personal beliefs, and values, recognizing that different approaches to parenting can coexist and benefit the children. Neither parent shall attempt to alienate the child(ren) from the other parent or interfere with the bond between the child(ren) and the other parent. Both parents shall model respectful communication and conflict resolution for the child(ren).

**9.7**



**Direct Communication.** The parents hereby agree to communicate directly with each other regarding all matters concerning their child(ren). All discussions related to the child(ren)'s well-being, schedule, education, health, and other significant matters shall take place between the parents themselves, without intermediaries. Under no circumstances shall either parent use the child(ren) as messengers or intermediaries to convey information, requests, or messages to the other parent.

**9.8 Relationships with Relatives.** The parents hereby acknowledge the importance of the child(ren)'s relationships with extended family members, including grandparents, aunts, uncles, and cousins, from both sides of the family. Both parents agree to actively support and encourage the maintenance of these familial relationships. Neither parent shall restrict or interfere with the child(ren)'s reasonable contact with the other parent's extended family members, provided such contact is in the best interests of the child(ren).

**9.9 Relationships with Significant Others.** The parties agree to a waiting period of six (6) months following the entry of the Decree of Divorce before introducing the minor children to any new romantic partner. Introduction of a new significant other to the children shall occur gradually, beginning with brief, casual encounters in public settings before progressing to more involved interactions. Each parent shall exercise sound judgment and prioritize the children's emotional well-being when integrating a new partner into family activities. Neither parent shall allow a new significant other to assume a parenting role or discipline the children without the other parent's express consent. Overnight stays with a new romantic partner shall not occur when the children are present until the relationship has been established for at least six (6) months following the initial introduction to the children.

**9.10 Sharing Extracurricular Information.** Both parents shall share all school-related information in a timely manner, including but not limited to report cards, progress reports, teacher communications, school event schedules, parent-teacher conference opportunities, standardized test results, and enrollment or registration information. Both parents shall be listed as contacts with the school and shall have equal access to school records and communications. The parents shall establish practical mechanisms for sharing extracurricular activity information, including practice schedules, game or performance dates, uniform or equipment requirements, registration deadlines, and carpool arrangements. Both parents shall have equal opportunity to attend the child(ren)'s extracurricular events.

**9.11 Sharing Logistical Information.** Both parents shall have equal access to all child-related records, including educational records, medical records, dental records, psychological or counseling records, and any other professional records concerning the child(ren). Neither parent shall withhold relevant information from the other parent. Both parents agree to promptly inform the other parent of any



significant developments affecting the child(ren), including health emergencies, injuries, school disciplinary issues, legal issues, or changes in the child(ren)'s emotional or behavioral well-being.

e.

Additional Provision: **DECISION-MAKING IMPASSE PROCEDURES**  
**10.1 Moral and Philosophical Impasse.** In the event the parties are unable to reach agreement on a significant moral or legal custody decision, the following Rotating Decision Authority protocol shall apply: **Scope:** This protocol applies only to major moral/legal custody decisions where the parties have been unable to reach consensus after good-faith discussion. **Exclusions:** Emergency medical decisions (the parent present decides), routine day-to-day parenting decisions (the parent with physical custody at the time decides), and decisions already resolved by specific provisions of this agreement. **Decision Process:** The parties shall first attempt direct discussion for a minimum of seven (7) days. If no resolution is reached, the parties shall engage in mediation. If mediation fails, the parent with Rotating Decision Authority for the current six-month period shall have final decision-making authority, subject to the limitations herein. **Limitations:** The deciding parent must act in good faith and in the best interests of the children. The decision shall not violate any court order, endanger the children's health or safety, or fundamentally alter the parenting plan without the other parent's consent. **Documentation:** All decisions made under this protocol shall be documented in writing. **Violations/Enforcement:** A parent who exercises decision-making authority in bad faith or contrary to this agreement shall be liable for the other parent's attorney's fees incurred in enforcing this provision. **Modification:** This protocol may be modified by mutual written agreement of the parties.  
**10.2 Child Expense Dispute Resolution.** **Financial Dispute Resolution and Spending Limits:** The parties acknowledge that disagreements regarding child-related expenses may arise and establish the following framework for resolution. **Compliance Requirements:** Both parties shall maintain accurate records of all child-related expenses and shall provide documentation (receipts, invoices, statements) to the other parent upon request. **Dispute Resolution Process:** Disputes regarding child-related expenses shall be resolved in the following order: (1) Direct communication between the parties within fourteen (14) days; (2) Mandatory mediation if direct communication fails; (3) Litigation as a last resort. **Modification Requirements:** Any modification to the expense-sharing arrangement set forth in this agreement shall be in writing and signed by both parties.  
**10.3 Parenting Time Dispute Resolution.** The parties acknowledge that they share joint legal custody of the minor children and recognize that disputes regarding parenting time may arise. **Considerations for Parenting**

**Time:** When evaluating modifications to the parenting time schedule, the following factors shall be considered: the children's school schedule and academic needs, each parent's work schedule and availability, the children's extracurricular activities and social commitments, the children's expressed preferences (as age-appropriate), travel distances and transportation logistics, and any special needs of the children. **Experimental Modifications:** The parties may agree to trial modifications of the parenting time schedule for a specified period (not to exceed ninety (90) days) to evaluate whether a change would better serve the children's interests. Such trial modifications shall be documented in writing. **Baseline Parenting Time Plan:** If the parties are unable to agree on a modification, the parenting time schedule set forth in this agreement shall remain in full force and effect as the baseline schedule. **Dispute Resolution Process:** Disputes regarding parenting time shall be resolved in the following order: (1) Direct communication between the parties; (2) Mandatory mediation with a qualified family mediator; (3) Litigation as a last resort. **Attorney Fees:** In the event either party initiates court proceedings regarding parenting time, the court may award reasonable attorney's fees to the prevailing party if the court finds that the other party acted unreasonably or in bad faith.

f.

**Additional Provision: RELOCATION 11.1 Relocation Terms.** The parties agree that they will address any changes in custody when the move is announced. **11.2 Long-Distance Parenting Time.** Should either party contemplate a relocation that would increase the distance between the parties' residences, the relocating party shall provide the other parent with a minimum of sixty (60) days' written notice before the planned move. Both parties acknowledge and agree that they shall reside within reasonable proximity to Lone Peak High School, Highland, Utah (approximately 20 minutes' driving distance), to facilitate the parenting time schedule set forth herein and to ensure the children's continued enrollment in their current schools. Should either party desire to relocate beyond this geographic limitation, the parties shall engage in a collaborative decision-making process to determine how to modify the parenting plan in the best interests of the children. The parties agree that the initial custody arrangement established in this agreement is experimental in nature, and modifications based on geographic changes shall be approached with flexibility and a focus on the children's stability and well-being. The best interests of the children shall be the paramount consideration in any modification of custody or parenting time arising from a relocation.

g.



Additional Provision: **SPECIAL PROVISIONS** Respondent Benjamin L. Blake currently receives Oregon adoption assistance payments of approximately \$728 per month for the benefit of the minor child Stormy Blake. Respondent Benjamin L. Blake shall continue to receive and apply said payments for Stormy's benefit until the marital residence is refinanced into Petitioner Christine L. Blake's name, at which time Petitioner Christine L. Blake shall assume responsibility for receiving and managing the adoption assistance payments for Stormy's benefit. In the event that Stormy Blake becomes eligible for Supplemental Security Income (SSI) benefits or the adoption assistance payment amount increases, any such additional funds shall be deposited into an ABLE (Achieving a Better Life Experience) account established for the sole benefit of Stormy Blake. Neither party shall use said funds for any purpose other than Stormy's direct benefit. The parties shall equally divide (50/50) the cost of automobile insurance for the minor child Boston Blake upon Boston obtaining a driver's license and being added to either party's insurance policy. Petitioner Christine L. Blake shall be permitted to remain on Respondent Benjamin L. Blake's employer-provided health insurance and automobile insurance policies for a period not to exceed sixty (60) days following entry of the Decree of Divorce, or until Petitioner Christine L. Blake obtains independent coverage, whichever occurs first. The family dog, Lily, shall travel with the minor children between households according to the parenting time schedule set forth herein.

h.

Additional Provision: **MOTOR VEHICLES 3.1** 2018 Tesla Model 3. Approximate value: Seventeen Thousand Dollars (\$17,000.00). This vehicle is awarded to Respondent Benjamin L. Blake as Respondent's sole and separate property. The vehicle is owned free and clear with no outstanding loan or lien. Hold Harmless: The party awarded this vehicle shall be solely responsible for any loan, lien, or obligation associated therewith and shall hold the other party harmless and indemnify the other party from any liability arising therefrom. **3.2** 2018 Honda Pilot. Approximate value: Sixteen Thousand Dollars (\$16,000.00). This vehicle is awarded to Petitioner Christine L. Blake as Petitioner's sole and separate property. The vehicle is owned free and clear with no outstanding loan or lien. Hold Harmless: The party awarded this vehicle shall be solely responsible for any loan, lien, or obligation associated therewith and shall hold the other party harmless and indemnify the other party from any liability arising therefrom.

i.

Additional Provision: **BANK AND FINANCIAL ACCOUNTS 4.1** Robinhood 6600.



Approximate balance: Thirty Seven Thousand Dollars (\$37,000.00). This account is awarded to Respondent Benjamin L. Blake as Respondent's sole and separate property. 4.2 USAA 255. Approximate balance: One Hundred Six Dollars (\$106.00). This account is awarded to Respondent Benjamin L. Blake as Respondent's sole and separate property. 4.3 Bank of America 2181. Approximate balance: One Hundred Thirty One Dollars (\$131.00). This joint account shall be divided equally between the parties. Upon the earlier of (a) the completed refinance of the marital residence or (b) August 1, 2025, the parties shall take all necessary steps to remove each other from any remaining joint bank accounts. The Bank of America account shall revert solely to Petitioner Christine L. Blake. The USAA account shall be separated as soon as practicable. 4.4 Morgan Stanley. Approximate balance: Fourteen Dollars (\$14.00). This account is awarded to Respondent Benjamin L. Blake as Respondent's sole and separate property. 4.5 US Bank 5791 Savings. Approximate balance: One Thousand Fifty One Dollars (\$1,051.00). This account is awarded to Petitioner Christine L. Blake as Petitioner's sole and separate property. 4.6 Robinhood. Approximate balance: Sixty Eight Dollars (\$68.00). This account is awarded to Petitioner Christine L. Blake as Petitioner's sole and separate property. 4.7 US Bank 5093. Approximate balance: Two Hundred Ninety Seven Dollars (\$297.00). This account is awarded to Petitioner Christine L. Blake as Petitioner's sole and separate property. 4.8 US Bank 1480. Approximate balance: One Thousand One Hundred Forty Two Dollars (\$1,142.00). This account is awarded to Petitioner Christine L. Blake as Petitioner's sole and separate property.

j.

Additional Provision: **RETIREMENT AND INVESTMENT ACCOUNTS** 5.1 Roth IRA — Robinhood. Approximate balance: Six Thousand Eight Hundred Dollars (\$6,800.00). This account is awarded to Petitioner Christine L. Blake. 5.2 401k — Morgan Stanley 1996. Approximate balance: Four Thousand Seven Hundred Thirty Seven Dollars (\$4,737.00). This account is awarded to Petitioner Christine L. Blake. 5.3 Roth IRA — Morgan Stanley 0380. Approximate balance: Fourteen Dollars (\$14.00). This account is awarded to Respondent Benjamin L. Blake. 5.4 Mutual Waiver. Each party waives any and all claims to the other party's retirement accounts listed above. The equalization of the disparity in retirement account values has been addressed through the equalization payment set forth in the Real Property section of this Stipulation.

k.

Additional Provision: **BUSINESS INTERESTS** 7.1 northwest GEM. Type: Meeting Planning. Located at 9872 N Holland PL, Highland, UT 84003.



**Ownership: 100%. Approximate value: Zero Dollars (\$0.00). This business is awarded to Petitioner Christine L. Blake. 7.2 Retention of Business. Petitioner Christine L. Blake shall retain sole and exclusive ownership of northwest GEM, including all inventory, goodwill, intellectual property, accounts receivable, equipment, and all other assets of the business. 7.3 Waiver of Claims. Respondent Benjamin L. Blake hereby waives any and all claims to northwest GEM, including any claim to its value, income, goodwill, or any other interest therein. 7.4 Hold Harmless. Petitioner Christine L. Blake shall hold Respondent Benjamin L. Blake harmless and indemnify Respondent from any and all liabilities, debts, or obligations arising from or related to northwest GEM.**

**I.**



**Additional Provision: MARITAL DEBTS AND OBLIGATIONS 6.1 SBA Disaster COVID-19 Economic Injury 9109. Total Debt: One Hundred Seventy Three Thousand Nine Hundred Dollars (\$173,900.00). Monthly Payment: Eight Hundred Ninety Five Dollars (\$895.00). Respondent Benjamin L. Blake shall be solely responsible for this obligation. Except for the joint 2024 tax liability addressed herein, all marital debts shall remain the sole responsibility of the party in whose name the debt is held. Each party shall indemnify and hold harmless the other from any liability arising from their individually-held debts. Hold Harmless and Indemnification: The party responsible for this obligation shall hold the other party harmless and indemnify the other party from any and all liability, loss, cost, damage, or expense (including reasonable attorney fees) arising from or related to this obligation. 6.2 US Bank Business CC 7672. Total Debt: Eight Thousand One Hundred Eighteen Dollars (\$8,118.00). Monthly Payment: One Hundred Twenty Six Dollars (\$126.00). Respondent Benjamin L. Blake shall be solely responsible for this obligation. Except for the joint 2024 tax liability addressed herein, all marital debts shall remain the sole responsibility of the party in whose name the debt is held. Each party shall indemnify and hold harmless the other from any liability arising from their individually-held debts. Hold Harmless and Indemnification: The party responsible for this obligation shall hold the other party harmless and indemnify the other party from any and all liability, loss, cost, damage, or expense (including reasonable attorney fees) arising from or related to this obligation. 6.3 IRA Taxes 2024. Total Debt: Fourteen Thousand Five Hundred Dollars (\$14,500.00). Monthly Payment: Three Hundred Eighty Six Dollars (\$386.00). Both parties are jointly responsible for this obligation. Each party shall pay one-half (50%) of this debt, approximately Seven Thousand Two Hundred Fifty Dollars (\$7,250.00) each. Each party shall satisfy their respective share in full no later than August 1, 2025, by whatever means they choose. Hold Harmless and Indemnification: The party responsible for this obligation**


shall hold the other party harmless and indemnify the other party from any and all liability, loss, cost, damage, or expense (including reasonable attorney fees) arising from or related to this obligation.

### Duty to sign documents

63. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

Date 5-27-26 Signature   
Judge   
Date \_\_\_\_\_ Signature \_\_\_\_\_  
Commissioner \_\_\_\_\_



Approved as to Form.

Other Party  
Signature ▶

Benjamin L Blake  
ID zsjmCQMCUp3j6ZLgrYKFS9gY

Other Party Name BENJAMIN L BLAKE

### Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Benjamin Blake**  
Method of service: **Email**  
Address: **benblakeonline@gmail.com**  
Date of Service: **Apr 27, 2026**

Date 4/28/2026 Signature \_\_\_\_\_



Printed  
Name

\_\_\_\_\_  
Christine Blake  
\_\_\_\_\_

## eSignature Details

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**Signer ID:** zsjmCQMCUp3jfZLgrYKFS9gY  
**Signed by:** Benjamin Blake  
**Sent to email:** benblakeonline@gmail.com  
**IP Address:** 208.97.58.232  
**Signed at:** Apr 28 2026, 11:59 am MDT

**Signer ID:** QNbWzaVgAZQ7UiDaoR5uvBQ7  
**Signed by:** Christine Blake  
**Sent to email:** christielblake@gmail.com  
**IP Address:** 24.2.74.49  
**Signed at:** Apr 28 2026, 2:44 pm MDT