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

In the matter of the marriage of:

ROBERT STANTON SPURRIER,

and

LAURA ELLEN CRANE-SPURRIER.

DECREE OF DIVORCE

Case No.: 264401249

Judge: Roger W. Griffin

Commissioner: Marian Ito

This matter comes before the above-referenced court by way of Petitioner Robert Spurrier's Verified Petition for Divorce. This Court having reviewed the parties' Settlement Agreement; does hereby find good cause to make and enter this Decree of Divorce, as follows:

JURISDICTION, VENUE AND GROUNDS

- 1. Jurisdiction.** Petitioner Robert Stanton Spurrier (hereinafter referred to either as "Father" or "Petitioner") and Respondent Laura Ellen Crane-Spurrier (hereinafter referred to either as "Mother" or "Respondent") are bona fide residents of Utah County, State of Utah, and have been residents of this county for the 90-days immediately prior to the commencement of this action.
- 2. Venue.** That venue is proper pursuant to Utah Code Ann. § 78B-3-307 as Respondent resides in Utah County.

3. Marriage Statistic. The parties were married on March 19, 2011, in Bountiful, Davis County, State of Utah and are now, and have been since that time, husband and wife.

4. Grounds. The parties are granted a decree of divorce pursuant to Utah Code Ann. § 81-4-405(1)(h) as irreconcilable differences have arisen between them making their marriage irretrievably broken and impossible to continue.

UCCJEA

5. The parties are the parents to three (3) minor children, to wit:

<u>Initials</u>	<u>Birth Month & Year</u>
L.S.S.	January 2014
L.D.S.	February 2017
L.C.S.	May 2021

6. No additional minor children are expected as issue of this marriage.

7. The minor children have resided in Utah County for at least the six (6) months immediately prior to the commencement of this action; and the minor children's home state is Utah.

8. Neither party has participated in any capacity—including as a party, witness, or otherwise—in any litigation concerning the custody of the minor children in this state, any other state, or any foreign country.

9. Neither party is aware of any pending custody proceeding concerning the minor children in any court of this state, any other state, or any foreign country.

10. Neither party is aware of any individual, not already joined as a party to this proceeding, who has physical custody of the minor children or who asserts a claim to legal or physical custody or visitation rights.

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CUSTODY, PARENT-TIME AND PARENTING PLAN

11. Legal Custody. The parties are awarded joint legal custody of the minor children subject to the parenting plan included hereafter.

12. Parenting-Plan. The parties agree to adopt the following parenting-plan:

- a. Affection and Love. The parties will not discourage the minor children from loving, respecting, and having a relationship with the other parent.
- b. Children's Personal Belongings. The parties will ensure that the personal items and clothing of the minor children be returned with them when they return to the other parent's home.
- c. Communication.
 - i. The communication between the parties will be in writing (e.g. text message and/or email) and solely focused on the minor children. The parties may communicate via telephone in case of an emergency.
 - ii. The parties will notify each other of significant illness involving the minor children and of any information relating to their medication(s), treatment(s), and/or hospital visit(s).
 - iii. The parties will respond to communication from one another within a reasonable time and in a manner consistent with good-faith co-parenting.
- d. Contact Information. If either party's physical address, email and/or telephone number changes, they will provide the other parent with their updated contact information within 24 hours of said change.

e. Day-to-Day Decisions. The parent with whom the minor children are residing at the time will have the authority to make the minor day-to-day decisions regarding the care, control, and discipline of the minor children. Notwithstanding, there will be no corporal punishment._

f. Education Plan.

i. The minor children will remain in their current schools and subsequent feeder schools unless the parties agree otherwise.

ii. Both parties will be identified as the minor children's parents on all school and educational records. Each party will have equal access to the minor children's school records, educational information, and teachers, consistent with applicable law and school policies.

iii. Neither parent will interrupt regular school hours to exercise parent-time with the minor children, unless mutually agreed upon by the parties.

g. First Right of Refusal. If either party is unable to exercise their scheduled parent-time with the minor children for an overnight, that parent will first offer the other parent the opportunity to care for the minor children during that time before arranging care with a third party. The non-exercising parent will be given reasonable notice of the opportunity to exercise parent-time and may accept or decline. The parent exercising the first right of refusal will be responsible for all expenses associated with picking up and dropping off the minor children.

h. Future Disputes. The parties acknowledge that disputes may arise in the future regarding decisions affecting the parenting of their minor children. In the event the parties are unable to reach agreement after good-faith discussion, they will first submit the dispute to mediation, with the parties sharing the cost of mediation equally unless otherwise agreed in writing. If the parties are unable to reach an agreement at mediation, then both parties retain the right to seek court intervention by filing an appropriate petition or motion for review and resolution of the disputed issue.

i. Notice. Each parent should immediately notify the other parent if: (a) the parent resides with an individual or provides an individual with access to the child; and (b) the parent knows that the individual: (i) is required to register as a sex offender or a kidnap offender for an offense against a child under Title 77, Chapter 41, Sex and Kidnap Offender Registry; (ii) is required to register as a child abuse offender under Title 77, Chapter 43, Child Abuse Offender Registry; or (iii) has been convicted of: (A) a child abuse offense under Section 76-5-109, 76-5-109.2, 76-5-109.3, 76-5-114, or 76-5-208; (B) a sexual offense against a child under Title 76, Chapter 5, Part 4, Sexual Offenses; (C) an offense for kidnapping or human trafficking of a child under Title 76, Chapter 5, Part 3, Kidnapping, Trafficking, and Smuggling; (D) a sexual exploitation offense against a child under Title 76, Chapter 5b, Sexual Exploitation Act; or (E) an offense that is substantially similar to an offense set forth in sections (A) through (D).

- j. Overnight Guests. Neither party will allow any unrelated adult individual to stay overnight at their residence while a minor child is present, unless such individual is related to the party by blood or marriage. This provision does not restrict the minor child from having age-appropriate friends stay overnight.
- k. Parent-Time Exchanges. Unless the parties agree otherwise in writing, the receiving parent will be responsible for picking up the minor children to commence their parent-time. A third-party may assist the receiving parent, if the third-party is known by the parent relinquishing parent-time.
- l. Parenting Styles. The parties acknowledge that their parenting styles may differ but agree to respect each other's approach to parenting.
- m. Relocation. The parties will be bound by the notice provisions of Utah Code Ann. § 81-9-209 if either party relocates more than 150 miles from the other parent.
- n. Requested Change to Parent-Time. The parties will provide at least 24-hour notice of any requested change to the ordered parent-time arrangements.
- o. Significant Others. Neither parent will introduce the minor children to a significant other until the parent has been involved in a serious, committed relationship with that individual for a minimum of three (3) consecutive months.
- p. Special Events. Special consideration should be given by each parent to make the minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other

significant events in the life of a minor child or in the life of either parent which may inadvertently conflict with the parent-time schedule.

q. Travel with Parent. In the event that either party travels with a minor child outside the state of Utah, then advance written notification will be provided to the other parent setting forth following information: (i) an itinerary of travel date(s); (ii) destination(s); (iii) place(s) where the minor children or traveling parent can be reached; and (iv) the name and telephone number of an available third person who would be knowledgeable of the minor children's location. If either party intend to travel internationally with the minor children, then this information will be provided at least 90 days before the intended departure date.

r. Passport. If the parties maintain passports for the minor children, then: (i) they will equally share the cost of the passports; and (ii) the passports will remain in Mother's possession. However, Father will be granted use of the passports should he travel with the minor children. Father will return the minor children's passports to Mother within three (3) business days of returning to his residence with the minor children.

s. Virtual Parent-Time. The parent not exercising parent-time with the minor children will be allowed reasonable phone communication (including video chatting) with the minor children. Telephone calls will be made during reasonable times and will be reasonable in duration. Virtual parent-time will supplement, but not replace, in-person parent time.

13. Physical Custody. It is in the best interest of the minor children that the parties share joint physical custody and exercise parent-time on an equal (50/50) basis.

a. Parent-Time. The parties will use their best efforts to coordinate parent-time around their work schedules. If the parties are unable to agree upon a parent-time schedule, then the parties will exercise parent-time pursuant to Utah Code Ann. § 81-9-305 with Mother exercising parent-time on Mondays and Tuesdays, Father exercising parent-time on Wednesdays and Thursdays, and the parties rotating weekends.

b. Extended Summer Parent-Time. Each party shall be entitled to two (2) weeks of uninterrupted parent-time during the summer months when school is not in session, which may be exercised consecutively. In odd-numbered calendar years, Father shall have priority in selecting extended summer parent-time. In even-numbered calendar years, Mother shall have priority. The party with priority shall provide written notice to the other party, on or before May 1st of the applicable year, identifying the dates selected for extended summer parent-time. The non-priority party shall provide written notice of their selected dates on or before May 15th. If the party with priority fails to provide timely notice by May 1st, the non-priority party shall have priority for that year and may select dates by providing written notice on or before May 15th. Extended summer parent-time shall not interfere with or supersede the other party's holiday parent-time.

c. Holidays. Unless the parties agree otherwise, they will exercise parent-time with the minor children on birthdays and holidays, as follows:

Holiday	Holiday Time Period	Odd Years	Even Years
Martin Luther King Jr. Day	(1) Holiday begins Friday at the time that school is regularly dismissed. (2) Holiday ends: (a) upon delivering of the minor child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Father	Mother
President's Day	(1) Holiday begins Friday at the time that school is regularly dismissed. (2) Holiday ends: (a) upon delivering the minor child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	Mother	Father
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Father	Mother
Memorial Day	(1) Holiday begins Friday at 6 p.m. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Mother	Father
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Mother's Day; or (b) at 8 a.m. on the day following Mother's Day if there is no school.	Mother	Mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends at 8 a.m. on the day following Father's Day.	Father	Father
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Father	Mother
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Mother	Father
Labor Day	(1) Holiday begins Friday at the time that school	Father	Mother

	is regularly dismissed. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.		
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Father	Mother
Halloween	(1) Holiday begins on October 31st (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Halloween; or (b) at 8 a.m. on the day following the Halloween if there is no school.	Mother	Father
Thanksgiving Break	(1) Holiday begins on Wednesday at 6 p.m. (2) Holiday ends: (a) upon delivering the minor child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Mother	Father
Winter Break (First Half)	1) Holiday begins at 6 p.m. on the day school dismisses for winter break. (2) Holiday ends on December 27th at 7 p.m.	Father	Mother
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Mother	Father
Day of Minor Child's Birthday	(1) Holiday begins either upon the minor children's release from school or at 3 p.m. at the election of the parent exercising the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the birthday; or (b) at 8 a.m. on the day following the birthday if there is no school.	Mother	Father
Father's Birthday	(1) Holiday begins either upon the minor children's release from school or at 3 p.m. at the election of the parent exercising the holiday.	Father	Father

	(2) Holiday ends: (a) upon delivering the minor child to school on the day following the birthday; or (b) at 8 a.m. on the day following the birthday if there is no school.		
Mother's Birthday	(1) Holiday begins either upon the minor children's release from school or at 3 p.m. at the election of the parent exercising the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the birthday; or (b) at 8 a.m. on the day following the birthday if there is no school.	Mother	Mother

d. Sarah's Wedding. If Sarah's wedding continues as planned, Respondent will be permitted to take the children with her to Nevada from July 22, 2026 to July 27, 2026.

CHILD SUPPORT

14. Father's Income. Father is currently receiving long-term disability of \$3,071.00.
15. Mother's Income. Mother is currently employed with a gross monthly income of \$3,466.00.
16. Base Child Support. Mother's base child support obligation, calculated under the joint physical custody worksheet with each parent exercising 182.5 overnights per year, is \$46.50 per month. Due to the de minimis nature of this amount, the parties agreed that no child support shall be ordered.
17. Termination of Child Support. If child support is ever ordered, the child support obligation for a minor child will terminate when that minor child becomes 18 years of age or graduates from high school during that minor child's normal and expected year of graduation, whichever occurs later, or if that minor child dies, marries, becomes a member of the armed

forces of the United States, or is emancipated in accordance with Title 80, Chapter 7, Emancipation, the base child support award will be automatically adjusted to the base combined child support obligation for the remaining number of children due child support, shown in the table that was used to establish the most recent order, using the incomes of the parties as specified in that order or the worksheets, unless otherwise provided in the child support order.

18. Income Withholding. If child support is ever ordered, the child support obligee will be entitled to immediate and automatic withholding of income as a means of collecting child support, pursuant to Utah Code Ann. § 81-6-202(10)(f) and § 62A-11-101 et seq., as amended.

19. Notice of Right to Modify Base Child Support Award. Pursuant to Utah Code Ann. § 81-6-202(10)(g), the final orders will include the following notice (see Utah Code Ann. § 81-6-212(3)-(5)):

(3)

(a) A parent, legal guardian, or the office may, at any time, petition the court to adjust the amount of a child support order if there has been a substantial change in circumstances.

(b) A change in the child support tables is not a substantial change in circumstances for the purposes of Subsection (3)(a).

(c) For purposes of this Subsection (3)(a), a substantial change in circumstances may include:

(i) material changes in custody;

(ii) material changes in the relative wealth or assets of the parties;

(iii) material changes of 30% or more in the income of a parent;

(iv) material changes in the employment potential and ability of a parent to earn;

(v) material changes in the medical needs of the child; or

(vi) material changes in the legal responsibilities of either parent for the support of others.

(4) Upon receiving a petition under Subsection (3)(a), the court shall, taking into account the best interests of the child:

- (a) determine whether a substantial change has occurred;
- (b) if a substantial change has occurred, determine whether the change results in a difference of 15% or more between the obligor's ordered support amount and the obligor's support amount that would be required under the child support guidelines; and
- (c) adjust the obligor's ordered support amount to that which is provided for in the child support guidelines if:
 - (i) there is a difference of 15% or more; and
 - (ii) the difference is not of a temporary nature.

(5)

(a) If a child support order has not been issued or modified within the previous three years, a parent, legal guardian, or the office may move the court to adjust the amount of a child support order.

(b) Upon receiving a motion under Subsection (5)(a), the court shall, taking into account the best interests of the child:

- (i) determine whether there is a difference between the obligor's ordered support amount and the obligor's support amount that would be required under the child support guidelines; and
- (ii) if there is a difference as described in Subsection (5)(b)(i), adjust the obligor's ordered support amount to the obligor's support amount provided in the child support guidelines if:
 - (A) the difference is 10% or more;
 - (B) the difference is not of a temporary nature; and
 - (C) the order adjusting the obligor's ordered support amount does not deviate from the child support guidelines.

(c) A showing of a substantial change in circumstances is not necessary for an adjustment under this Subsection (5).

HEALTH INSURANCE

20. Policy. The parties will maintain health care coverage for the *medical expenses* of the minor children as that term is defined by Utah Code Ann. § 81-6-101(19).

21. Premiums. The parties will equally pay the out-of-pocket cost of the premium actually paid for the minor children's portion of insurance, which portion of the premium is a per capita

share of the premium actually paid. The premium expense for the minor children will be calculated by dividing the premium amount by the number of persons covered under the policy. If the minor children are ever covered by the health and/or dental insurance policies of both parents (i.e., dual coverage), each parent will be responsible for paying their own premium without reimbursement from the other parent.

22. Out-of-Pocket Expenses. The parties will equally pay all necessary dental, health, medical, optical, orthodontic, and therapy expenses not covered by insurance and incurred on behalf of the minor children.

23. Reimbursement of Out-of-Pocket Expenses.

- a. Alternative Billing. Either party may elect to have the medical and/or dental provider of the minor children bill the other parent directly for his/her one-half share of the expense as set forth in Utah Code Ann. § 15-4-6.7.
- b. Reimbursement to Party. On a regular basis, but in no event less than every thirty (30) days, the parties will furnish to each other verification in the form of cancelled checks, statements, receipts, or invoices for all unreimbursed dental and/or medical expenses incurred for the minor children. Upon receipt of said verification, the parties will reimburse the requesting parent within thirty (30) days for all properly documented unreimbursed dental and/or medical expenses. Failure to provide verification within thirty (30) days of incurring the expense may operate as a waiver of that party's right to recover said expense.

24. Verification of Coverage. The parent providing insurance for the minor children will provide verification of coverage to the other parent and/or the Office of Recovery Services under

Title IV of the Social Security Act, 42 U.S.C. Section 602 *et seq.*, upon initial enrollment of the minor children; and thereafter, on or before January 2nd of each calendar year. In addition, the parent providing insurance for the minor children will also notify the other parent and/or the Office of Recovery Services of any changes to the insurance carrier, premium, and/or benefits within thirty (30) days of the date he/she first knew or should have known of the change.

25. Primary/Secondary Coverage. If, at any point in time, a dependent child is covered by the health, hospital, and/or dental insurance plans of both parents, the health and dental insurance plan of Father will be primary coverage for the dependent child and the health and dental insurance plan of Mother will be secondary coverage for the dependent child. If a parent remarries and his/her dependent child is not covered by that parent's health and/or dental insurance plan but is covered by a step-parent's plan, the health and/or dental insurance plan of the step-parent will be treated as if it were the plan of the remarried parent and will retain the same designation as the primary or secondary plan of the dependent child.

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CHILDCARE EXPENSES

26. Expense. Each party will be solely responsible for any childcare expenses incurred during that party's respective parent-time.

27. Contact Information. If either parent enrolls a minor child in childcare or utilizes childcare services, both parents will have equal access to the childcare provider, including but not limited to attending childcare events, receiving updates regarding the minor child(ren)'s care and well-being, and picking up or dropping off the minor children in accordance with the court-

ordered parenting schedule. Additionally, the childcare provider should be provided with accurate and up-to-date contact information for both parents to facilitate open communication regarding the minor children's attendance, health, and any other matters relevant to the minor children's care. Neither parent will interfere with the other's right to communicate with the childcare provider or access information about the minor children.

EXTRACURRICULAR ACTIVITIES

28. The parties will equally pay the cost of all extracurricular activities for the minor children, to which, they mutually agree upon in writing. The parties will pay the providers directly, if possible; but if not, the party incurring the out-of-pocket expense will submit to the other parent verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and will be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for the minor children's extracurricular activities without receiving prior consent from the other party to enroll the minor children in said activity will be solely responsible for that expense.

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SCHOOL EXPENSES

29. Expenses. The parties will equally pay all reasonable and necessary school expenses for the minor children, including but not limited to school fees, required textbooks and supplies, agreed upon extracurricular activity costs, and other educational expenses necessary for the minor children's academic development. This provision excludes private school tuition and lunches.

30. Reimbursement of Out-of-Pocket Costs.

- a. Alternative Billing. Either parent may elect to have the school bill the other parent directly for his/her one-half share of the expense as set forth in Utah Code Ann. § 15-4-6.7.
- b. Reimbursement to Party. On a regular basis, but in no event less than every thirty (30) days, the parties hereto will furnish to the other verification in the form of cancelled checks, statements, receipts, or invoices for all unreimbursed school expenses. Upon receipt of this verification, the parties hereto will reimburse the requesting parent within thirty (30) days for all properly documented unreimbursed school expenses. Failure to provide verification within thirty (30) days of incurring the expense may operate as a waiver of that party's right to recover said expense.

CHILD TAX EXEMPTION

31. Tax Exemptions. Starting tax year 2026, the parties will equally share the minor child tax exemptions, as follows:

- a. While there are three (3) minor children eligible to be claimed as dependents, the parties shall allocate the dependency exemptions as follows:
 - i. Odd-numbered tax years: Father shall claim L.S.S. and L.D.S.;
Mother shall claim L.C.S.
 - ii. Even-numbered tax years: Father shall claim L.S.S.; Mother shall claim L.D.S. and L.C.S.

b. When there are two minor children, Father will claim the oldest child on his tax returns and Mother will claim the youngest child on her tax returns.

c. When there is one minor child, Father will claim the minor child for odd numbered tax years, and Mother will claim the minor child for even numbered tax years.

REAL PROPERTY

32. Identification of Marital Real Property. During the marriage, the parties acquired an interest in real property located at 3171 N. 1420 W., Lehi, Utah 84043 (“Real Property”).

33. Exclusive Possession and Responsibility for Expenses. Petitioner is awarded the exclusive use and possession of the Real Property. Petitioner will be solely responsible for all expenses associated with the Real Property, including but not limited to the mortgage, utilities, maintenance, repairs, taxes, and insurance.

34. Appraisal, Valuation, Buyout, Assumption/Refinance.

a. Appraisal. Within ten (10) days of execution of this Settlement Agreement, Petitioner shall provide Respondent with the names of three (3) licensed real estate appraisers. Within ten (10) days of receipt of such list, Respondent shall select one (1) appraiser from the list, and that appraiser shall be retained to complete the appraisal. If Respondent fails to timely select an appraiser, Petitioner may select any one (1) of the three (3) appraisers to proceed. The appraisal shall determine the fair market value of the Real Property as of the date of execution of this Settlement Agreement. The cost of the appraisal shall be divided equally between the parties.

b. Valuation. Respondent's one-half (1/2) share of the equity shall be calculated as follows: the appraised value of the Real Property minus the total outstanding balance of all mortgages, liens, or encumbrances against the Real Property, with the resulting amount divided equally between the parties. This is demonstrated as follows:

$$\frac{\text{Appraised Value} - \text{Total Outstanding Mortgage/Lien Balance}}{2}$$

c. Buyout. Petitioner shall pay to Respondent her one-half (1/2) share of the equity in the Real Property, as defined herein, upon the earlier of: (i) within thirty (30) days after Petitioner's receipt of funds from the estate of his deceased father; or (ii) within nine (9) months from the entry of the Decree of Divorce.

i. Tolling of Thirty (30)-Day Buyout Period. The parties acknowledge that completion of the appraisal is a condition precedent to determining the amount of Respondent's equity. Accordingly, if Petitioner receives funds from the estate of his deceased father before the appraisal is completed, the thirty (30)-day period set forth in subsection (a) shall be tolled until the date the appraisal is completed, at which point the thirty (30)-day period shall commence.

ii. Notice of Receipt of Funds. Petitioner will provide written proof to Respondent of receipt of funds from the estate of his deceased father within five (5) days of receipt.

d. Assumption/Refinance.

- i. Petitioner shall have no less than nine (9) months from the entry of the Decree of Divorce to complete the assumption or refinance of any mortgage encumbering the Real Property and to remove Respondent from any associated mortgage obligation.
- ii. Respondent shall execute and deliver a quitclaim deed conveying her interest in the Real Property to Petitioner upon receipt of payment of her one-half (1/2) share of the equity, whether such payment occurs prior to, contemporaneously with, or as part of the closing of the assumption or refinance.
- iii. In the event Petitioner tenders payment of Respondent's equity prior to completion of the assumption or refinance, Respondent shall execute and deliver the quitclaim deed within seven (7) days of receipt of such payment. If payment is made as part of a refinance or assumption closing, Respondent shall execute all documents required to effectuate the conveyance at or before closing.
- iv. If Respondent fails or refuses to execute the quitclaim deed as required herein, this Decree shall operate as a conveyance pursuant to applicable law, and Petitioner may seek entry of an order authorizing execution of the quitclaim deed on Respondent's behalf.

35. Sale of Real Property; Distribution of Proceeds. In the event Petitioner does not complete both (i) payment of Respondent's one-half (1/2) share of the equity and (ii) removal of Respondent from any mortgage obligation encumbering the Real Property within the time

permitted under Paragraph 34, the Real Property shall be listed for sale with a mutually agreed-upon realtor. The parties shall cooperate fully with the realtor in the marketing and sale of the Real Property and shall consider and accept any reasonable, bona fide offer.

a. If Respondent Has Already Been Paid Her One-Half (1/2) Share. In the event Petitioner has paid Respondent her one-half (1/2) share of the equity as determined in Paragraph 34(b) prior to the sale of the Real Property, Respondent shall have no further claim to any proceeds from the sale. The net proceeds from the sale shall be distributed in the following order: (i) first, to pay all reasonable and customary costs associated with the sale of the Real Property, including, but not limited to, real estate commissions, closing costs, and escrow fees; (ii) second, to satisfy any and all outstanding encumbrances on the Real Property, including, but not limited to, mortgages, liens, or other debts secured by the Real Property; and (iii) third, any remaining proceeds shall be awarded to Petitioner.

b. If Respondent Has Not Been Paid Her One-Half (1/2) Share. In the event Petitioner has not paid Respondent her one-half (1/2) share of the equity as determined in Paragraph 34(b) prior to the sale of the Real Property, the net proceeds from the sale shall be distributed in the following order: (i) first, to pay all reasonable and customary costs associated with the sale of the Real Property, including, but not limited to, real estate commissions, closing costs, and escrow fees; (ii) second, to satisfy any and all outstanding encumbrances on the Real Property, including, but not limited to, mortgages, liens, or other debts secured by the Real Property; (iii) third, Respondent shall receive a fixed sum equal to her

one-half (1/2) share of the equity as determined pursuant to Paragraph 34(b); and
(iv) fourth, any remaining proceeds shall be awarded to Petitioner.

PERSONAL PROPERTY

36. Vehicle. The parties' 2020 Honda Pilot is awarded to Respondent as her sole and separate property. Respondent shall be solely responsible for all obligations associated with the vehicle, including but not limited to loan payments, insurance, maintenance, and repairs. Respondent shall refinance the loan, if necessary, within 90 days of the entry of the Decree of Divorce to remove Petitioner from any liability associated with the vehicle loan.

37. Personal Property (Excluding Vehicle). The parties' personal property will be divided as agreed upon by the parties. Any dispute regarding the division of personal property may be brought before the Court by motion for resolution. If any personal property is encumbered by debt, then that debt will be assigned to the party awarded the personal property; and that party will indemnify and hold the other party completely harmless therefrom.

FINANCIAL ACCOUNTS

38. Bank/Credit Union Accounts.

a. Joint Account. Each party represents that they are not aware of any joint bank or credit union accounts.

b. Separate Account. Each party is awarded ownership of all bank and/or credit union accounts in their sole name. Neither party will have any claim or interest in the bank and/or credit union accounts of the other. If any bank and/or credit union accounts is overdrawn or subject to any debt, fees, or penalties, the party retaining the bank and/or credit union accounts will be solely responsible for

satisfying such obligations and will indemnify and hold the other party harmless therefrom.

39. Life Insurance Policies. Each party is awarded the life insurance policies, if any, currently held in their individual name, free and clear of any claim or interest by the other party. Each party will retain all rights, title, and interest in and to their respective policies, including the right to change beneficiaries, coverage amounts, and policy terms. Neither party will have any obligation to maintain the other as a beneficiary on any life insurance policy following the entry of the Decree of Divorce, unless otherwise expressly agreed to in writing.

40. Investment/Retirement Accounts. Each party is awarded, as his or her sole and separate property, all right, title, and interest in and to any investment and/or retirement accounts held in his or her individual name, including but not limited to any 401(k), IRA, pension, brokerage, or similar accounts. Each party shall be solely responsible for any debts, loans, or obligations associated with the accounts awarded to him or her and shall indemnify and hold the other party harmless therefrom. Except as otherwise expressly provided herein, neither party shall have any claim to the other party's investment or retirement accounts, and any such claims are hereby waived.

DEBTS

41. Debts.

a. Joint Debts. Each party represents that they are not aware of any joint debts or obligations other than those expressly disclosed and addressed herein.

b. Separate Debts. Each party will be responsible for the debt in his/her own name.

42. Indemnification. The parties will indemnify and hold each other completely harmless from all debt(s) assigned to them herein.

ALIMONY

43. Neither party is awarded alimony, whether past, present, or future. Each party expressly waives any and all claims to spousal support from the other, now and in the future. This waiver is intended to be final and non-modifiable, and the parties acknowledge that they have considered the factors relevant to alimony in agreeing to this provision. Accordingly, the Court shall not retain jurisdiction to award alimony to either party.

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MUTUAL RESTRAINTS

44. The parties will be mutually restrained from attempting, committing, or threatening any form of abusive behavior or actions, including but not limited to physical threats of violence, whether directed toward either party, their respective families, or their friends. This includes any acts or threats of harm, intimidation, harassment, or any other conduct that may cause fear or distress to the other party or their loved ones.

45. The parties will be mutually restrained from saying or doing anything that would tend to diminish the love and affection of the minor children for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to the minor children about the issues in this matter, or from attempting to influence the minor children's preference regarding custody and/or visitation. As used in this paragraph, the terms "demeaning" and "disparaging" mean to say anything ill of the other parent whether he/she believes it to be true or not.

46. The parties will be mutually restrained from alienating the minor children from the other parent or the other parent's extended family.

47. The parties will be mutually restrained from using the minor children as a courier of information between themselves.

48. The parties will be mutually restrained from entering the residence, workplace or vehicle of the other party without first obtaining the consent of the other party.

49. The parties will be mutually restrained from permitting third parties to engage in any actions that they themselves are prohibited from undertaking herein. Each party will have an affirmative duty to take reasonable and proactive measures to prevent third parties from violating any terms or provisions set forth herein, or they will remove the minor children from such circumstances.

ATTORNEY'S FEES AND COSTS

50. Each party will be responsible for his/her own attorney's fees and costs.

MISCELLANEOUS PROVISIONS

51. Name Change. If desired, Respondent should be restored the use of her maiden name—
Laura Crane.

52. Parenting and Divorce Orientation Courses. Each party will complete and submit proof of completion of the divorce parenting and orientation course within 30 days of execution of this Settlement Agreement.

53. Execution of Documents. The parties will sign and fully execute whatever documents are necessary to implement the provisions contained herein.

54. Certified Copy. The parties will provide a certified copy of the final Decree of Divorce, and any modifications thereto, to all creditors as set forth in Utah Code Ann. § 81-4-204(1)(e) and Utah Code Ann. § 15-4-6.5 and to effectuate compliance with these statutes.

****END OF ORDER****

****ENTERED BY THE COURT ON THE DATE AND AS INDICATED**

BY THE COURT'S SEAL AT THE TOP OF THE FIRST PAGE**

Approved as to form:

/s/ Robert Spurrier (signed by Dale Ellsworth with permission granted on 04/23/2026)

ROBERT STATTON SPURRIER

Petitioner

/s/ Laura Crane-Spurrier (signed by Dale Ellsworth with permission granted on 04/23/2026)

LAURA ELLEN CRANE-SPURRIER

Respondent