



Robert M. Jepson #20265
rob@robjepsonmediation.com
385-312-3406
179 North 1200 East Suite 101
Lehi, Utah 84043
Attorney-Mediator for the Parties

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

In the Matter of the Marriage of:	:	DECREE OF DIVORCE
	:	
WILLIS KNAPP	:	
Petitioner,	:	
	:	
and	:	Case No.: 264401677
	:	Judge: Sean Petersen
JENNIFER KNAPP	:	Commissioner: Marla Snow
Respondent.	:	
	:	

This Court having reviewed the parties' Memorandum of Understanding, and having heretofore entered its Findings of Fact and Conclusions of Law, and for good cause appearing, now therefore:

IT IS HEREBY ORDERED, as follows:

1. Children. The following are minor children of the parties:
 - a. E.K. born December 18, 2008;
 - b. L.K. born January 22, 2024;
 - c. L.K. born June 18, 2015; and
 - d. D.K. born January 24, 2018.

CUSTODY AND PARENT TIME

2. Physical Custody. Parent time shall be as parties agree. If parties do not agree, Willis will exercise parent time on two afternoons each week from the time school ends until half an hour before bedtime, and every other weekend including Friday and Saturday nights. Willis will return the children to Jennifer 30 minutes before church begins on Sunday.

3. Transportation. Transportation will be as parties agree. If parents do not agree, then the parent exercising parent time will pick up the children.

4. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, including virtual parent-time if the equipment is reasonably available. The children shall be able to contact the parents at any reasonable time.

5. Summer Time. Summer time shall be as parties agree. If parties don't agree, each party may claim two weeks of uninterrupted parent time each summer. On odd years, Jennifer will elect first. On even years, Willis will elect first. The party electing first provide each other with notice of their chosen dates by April 1st of each year. The other party should provide notice

of their chosen dates by April 15th. The two week blocks should not conflict with the other party's holiday time, such as July 4th or July 24th.

6. Holidays. The holidays shall be divided as the parties agree. If the parties cannot agree, the schedule will be according to Utah Code Section 81-9-303. Jennifer shall be designated the "custodial parent" for purposes of the holiday rotation, only.

7. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

8. Relocation. The parties will be bound by Utah Code Section 81-9-209, with the exception that parties agree that "relocation" means moving 50 miles or more from the residence of the other parent.

9. Legal Custody. The parties shall have joint legal custody. They will make every reasonable effort to come to joint decisions about the children. If they cannot agree on medical or mental health care, Jennifer will provide Willis the names of three practitioners and Willis will choose one. They will follow the guidance of this practitioner. Parents agree to support their children's activities. If they can't agree on activities, they will support one activity desired by the other parent. Other activities outside of the ones chosen by each parent must take place only on the desiring parent's parent time. Regarding religious upbringing, Willis agrees to transport the children to Jennifer so they can attend church with her on Sundays. When each child turns 14, parties agree their children may make the decision about whether or not to attend church. Parties may choose to have a discussion with each child at the time the child turns 14.

PARENTING PLAN

10. Access to Records. Both parties shall both have access to medical records, school records, court records, and any other information or records concerning their children.

11. Day to Day Decisions. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care. Neither party should attempt to control the day-to-day decisions of the other party.

12. Major Decisions. The major decisions concerning the children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. If the parties cannot agree on a major decision, they will consult with a professional in the field and seek their recommendation. If the parties still cannot agree, they will attempt mediation. If mediation is not successful, either side may petition the courts to render a decision.

a. School: Which school children attend will be as parties agree. If the parties both move outside of the children's current school district, they shall discuss and mutually agree on the schools their children will attend.

13. Notification of Children's Events. Both parents should have access to information and should not require the other parent to notify them of information that they may obtain through their own reasonable efforts. For information the other party does not have access to, the parties shall take affirmative steps to share school, school programs, extracurricular activities, sporting events, and activity information concerning their children with each other on a frequent basis.

14. Travel. When the children travel with either parent out of state, all of the following will be provided to the other parent at least 24 hours prior to departure:

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

15. Communication. The parties will discuss all parenting concerns directly and will not use their children to deliver messages. The parties will be civil with one another.

16. Mutual Restraining. The parties shall not make disparaging remarks to one another or to their children about one another, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.

17. Third Party Responsibility. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

18. Birth Parent Communication. Parties shall discuss and come to a mutual agreement before initiating or replying to any communication with their adoptive children's birth parents.

CHILD SUPPORT AND EXPENSES

19. Child Support. Child Support shall be calculated as according to Utah Code Section 81-6-107 et seq. Father's gross monthly income is \$11,802 per month. Mother's gross monthly imputed income is \$1,257. The Mother has 313 overnights and the Father has 52

overnights for the purpose of child support calculation on the Sole Physical Custody Worksheet. Therefore, Father's monthly child support obligation to Mother is \$2,283 per month.

20. **Payments.** Payments shall begin the month following the entry of the Decree of Divorce. Father will make deposits directly into Mother's account totaling the full child support amount by the 22nd of each month.

21. **Activity Costs.** Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior written consent from the other parent shall be solely responsible for that expense.

22. **School Fees.** Unless the parties agree otherwise, each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

23. Medical/Dental Expenses. The parties shall provide health care coverage for the minor children pursuant to Utah Code Section 81-6-208. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with Utah Code Section 81-6-208. Willis currently provides said insurance.

a. Each parent shall share equally the out-of-pocket costs actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

c. The parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party is responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance of both parents,

then each parent will cover the cost of their own plan. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

24. Division of Accounts. According to Utah Code Section 15-4-6.7 each party may elect for dental, medical and school expenses to be created in separate accounts for each parent so that the parents are not jointly obligated.

25. Dependency Exemption/Tax Credit. The parties will share the dependency exemption/tax credit for the minor children as follows:

a. Parties agree to use the same CPA to file their taxes. They will rely on the CPA to determine whose return the children should be included on for maximum tax advantage. The parties will equally split any tax refund that is based on having children. Parties agree to use this system until they can no longer claim dependent children.

26. 2025 Taxes. The parties have already filed married, filing jointly for tax year 2025.

PROPERTY AND ASSETS

27. Marital Home. The parties own a home at 3115 Cherokee Lane, Provo, UT 84604. Parties agree that Jennifer shall be awarded the home. In the event that Jennifer remarries or cohabitates with a romantic partner, or Jennifer decides to sell the house, parties shall discuss and decide on a plan to pay Willis his half of the equity in the home. If the home will not be sold, equity shall be calculated based on an appraisal conducted within 2 months of this life change

and shall be split 50-50. If the home will be sold, each party shall receive 50% of the net proceeds (the amount left after paying off all debts and fees including the mortgage, listing costs, etc). If Jennifer decides to sell the home, she shall offer Willis the first right of refusal for buying the home.

28. Vehicles. The 2020 Subaru is awarded to Jennifer. Willis is awarded all other vehicles, including the 1973 VW Thing, 1987 VW Vanogan, and 1971 VW bus, and the 2010 Chevrolet suburban. Willis may not sell the suburban without Jennifer's consent. In the case that the suburban is sold, each party shall be entitled to half of the net proceeds. Each will cooperate in transferring titles as necessary.

29. Cash and Savings Accounts. The parties will close the Freedom Credit Union joint account by May 1, 2026.

30. Debts. Willis agrees to assume the Freedom Credit Union HELOC debt and the Intermountain Health Care medical debt. Jennifer agrees to assume the Fifth Third Mortgage for the home and the Freedom Credit Union loan for the Subaru.

31. Personal Property. All other personal property will be divided as the parties agree.

32. Deeds and Titles. Both parties should sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary to implement the Decree of Divorce.

33. Alimony. Willis should pay Jennifer in the amount of \$2,200 per month for a period of 10 years followed by \$1,500 per month for a period of 10 years. Payments should commence along with child support. In the event that Jennifer remarries or cohabitates with a

romantic partner, parties shall reconvene to discuss alimony. If Jennifer deceases, alimony should automatically terminate.

OTHER

34. Life Insurance. Parties agree that they will each maintain a term life policy until at least December 31, 2036. Willis's policy should be worth at least \$1 million and Jennifer's policy should be worth at least \$500,000. In the event that either party remarries, parties agree to have a conversation about any changes to life insurance beneficiaries.

35. Significant Others. Parties agree to wait 3 months to establish a new romantic relationship before allowing children to spend significant time with the new significant other.

36. Residence Sharing. Parties agree that they will allow other persons - excepting their children - to live in their respective homes for periods of longer than a week only with the consent of the other party. They will also communicate to each other the name and contact information for such residents.

37. Maiden Name. Jennifer Knapp will have the option of restoring her maiden name to Jennifer Lyon, should she so desire.

38. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of the agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

39. Independent Advice of Counsel. The parties respectively acknowledge that the mediator specifically encouraged the parties to get independent legal advice by counsel of their own selection to be fully informed as to their legal rights and obligations. The parties acknowledge that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.

40. Preparation of Final Documents. Final documents may be prepared and filed consistent with the terms of the agreement. Per Utah Code of Judicial Administration 3-2.4(c), mediator Robert Jepson may prepare and file said documents with the Utah Courts as the Attorney-Mediator for the parties.

41. Divorce Education. The parties will take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is signed.

42. Drafting. Both parties contributed to the drafting of the Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

43. Full Disclosure. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in the agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

44. Final Stipulation. The Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written

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

END OF ORDER

In accordance with the Utah Court's electronic filing system, this Order does not bear the analog signature of the Judge, but instead displays the electronic signature of the Court. It is located on the first page, in the upper right-hand corner

Approved:

/s/ Willis Knapp

Willis Knapp

Petitioner, Pro Se

Date: June 18, 2026

** Signed with written permission*

Approved:

/s/ Jennifer Knapp

Jennifer Knapp

Respondent, Pro Se

Date: June 19, 2026

** Signed with written permission*

CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of June 2026, I caused a true and correct copy of the forgoing was served pursuant to statute by the method indicated: ☐ mailed, postage prepaid, ☐ hand-delivered, ☐ sent via facsimile, ☒ sent electronically, to the following:

Willis Knapp
williceclimb@gmail.com

Jennifer Knapp
11catknappers@gmail.com

/s/ Susan Morandy
SUSAN MORANDY