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Attorney - Mediator
Filing on behalf of both parties as a Third-Party Neutral,
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct

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

In the matter of the marriage of
KEITH WAGNER,

Petitioner,

and
LISA WAGNER,

Respondent.

DECREE OF DIVORCE

Case No: 264401348
Judge: Shawn R Howell
Commissioner: Marian Ito

The Petitioner, Keith Wagner, and the Respondent, Lisa Wagner, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

CHILD CUSTODY AND PARENT-TIME

1. There are three minor children born or adopted between the parties, to wit: R.W. (born September 2015), J.D.W. (born August 2017), and O.J.W. (born July 2020).
2. The parties are awarded joint legal custody of the minor children. The parties shall be governed by the Joint Custody Parenting Plan set forth herein.
3. The parties are awarded joint physical custody of the minor children. Parent-time with the minor children shall be as the parties may agree based on a 60/40 schedule with Petitioner designated custodial parent, exercising 60% (220 overnights per year) and Respondent 40% (145 overnights per year). If the parties are unable to agree on a parent-time schedule, parent-time shall be as follows:
 - a. Week One: Petitioner shall exercise parent-time beginning Monday at 7:00 PM, through Week Two on Tuesday at 7:00 PM.
 - b. Week Two: Respondent shall exercise parent-time Tuesday at 7:00 PM, through Monday at 7:00 PM.
 - c. The parties shall continue alternating parent-time in this manner on an ongoing basis unless otherwise agreed in writing.
4. Each parent is entitled to 2 weeks of uninterrupted parent-time during the summer months when the minor children are free from school. The parents will notify each other by April 15th of each year of the time period he/she will be exercising his/her

uninterrupted parent-time. Petitioner will have first option of uninterrupted time period in calendar years ending in an even number and Respondent will have first option of uninterrupted time period in calendar years ending in an odd number. The summer parent-time cannot interfere with the other parent's holiday. If the parent designated to first choose the 2-week period for the year fails to choose by April 15th, the non-designated parent may designate when the 2-week period will occur.

- a. For the year 2026, parents will notify each other no later than May 30, 2026.

5. In addition, holiday parent-time shall be as the parties agree. If unable to agree, then the parties shall follow the holiday parent-time schedule set forth in UCA §81-9-303 and as follows:

Holiday	Holiday Time Period	Respondent (Lisa)	Petitioner (Keith)
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: (a) upon delivering of the child to school on the day following MLK day; or (b) at 8 a.m. on the day following MLK day if there is no school.	Odd Years	Even Years
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: (a) upon delivering of the 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.	Even Years	Odd Years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.	Odd Years	Even Years

	(2) Holiday ends: (a) upon delivering of the 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.		
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: (a) upon delivering of the 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.	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.	Every year with Mother	Every year with Mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Every year with Father	Every year with Father
Juneteenth National Freedom Day (JNFD)	(1) Holiday begins at: (a) 6 p.m. on the day before JNFD if the day before JNFD is not Father's Day; or (b) 9 a.m. on JNFD if the day before JNFD is Father's Day (2) Holiday ends at 6 p.m. on the day following JNFD.	Even Years	Odd Years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd Years	Even Years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even Years	Odd Years
Labor Day	(1) Holiday begins 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: (a) upon delivering of the 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.	Odd Years	Even Years
Fall Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends: (a) upon delivering of the 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.	Odd Years	Even Years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community;	Even Years	Odd Years

	(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.		
Thanksgiving	(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: (a) upon delivering of the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	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 the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27 th at 7 pm.	Odd Years	Even Years
Winter Break (Second Half)	(1) Holiday begins on December 27 th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Even Years	Odd Years
Day of Child's Birthday	Follow the normal rotating parent-time schedule..	Normal parent-time schedule every year	Normal parent-time schedule every year

6. Petitioner's residence shall be identified as the primary residence for education purposes and all permanent records. Both parties shall be listed as emergency contacts and have equal access to all records.

7. In the event either party moves more than 50 miles or more away from their current residence, the parties will revisit the issue of parent time and custody.

CHILD SUPPORT

8. Petitioner is currently employed and has a gross monthly income of \$13,333.00 for the purposes of calculating child support.

9. Respondent is currently unemployed, however based on her experience and ability to work, it is reasonable and appropriate to impute her to a gross monthly income of \$4,583.00 for the purposes of calculating child support.

10. The joint custody worksheet shall be used with the Petitioner's income set at \$13,333.00 with 220 overnights and the Respondent's income set at \$4,583.00 with 145 overnights for the purposes of calculating child support.

11. Pursuant to U.C.A. §81-6-101 et seq a child support order shall be entered pursuant to the statutory guidelines as follows:

a. Respondent shall be ordered to pay Petitioner the sum of \$180.00 per month beginning the first of the month following the date of entry of the Decree of Divorce. The sum is known as the base child support award, for the minor child of the parties, pursuant to the Uniform Child Support Guidelines, until a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later. When a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award is automatically adjusted based on the remaining children and the incomes from the most recent support order.

b. The base child support award should be reduced by 50% for each minor child for time periods during which such minor child is with the noncustodial parent by order for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Public Assistance from the State of Utah (T.A.N.F.), any

agreement by the parties for reduction of child support during extended parent time shall be approved by the Office of Recovery Services. However, normal parent time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

c. The mandatory income withholding relief provisions of the Utah Code Annotated may be instituted at this time. Said income withholding procedure should apply to existing and future payors. All withheld income should be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011 until such time as the obligor no longer owes child support to the obligee.

d. There are currently no child support arrearages.

e. Each of the parties should be under mutual obligation to notify the other if there is a change in income of more than 30% and the change is not temporary in nature.

f. Pursuant to Utah Code §81-6-212(5), the parties have a right to adjust this child support order by motion after three years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

g. Pursuant to Utah Code §81-6-101 et seq, the parties have a right to modify this child support order at any time by petition if there has been a substantial

change in circumstances because of: (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, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature.

INSURANCE, DAYCARE AND MEDICAL EXPENSES

12. Pursuant to U.C.A. §81-6-208 (2024) as amended:
 - a. Either Petitioner or Respondent should maintain insurance for medical expenses for the benefit of the minor children where available at a reasonable cost. In determining which parent shall maintain insurance for medical expenses, the parties shall consider the reasonableness of the cost, the availability of a group policy and the coverage of the policy. If the parties cannot agree on who shall carry the insurance, then it shall be determined by the preference of the custodial parent. If insurance is being provided by a plan by both parents, the Petitioner's insurance shall be considered primary coverage and the Respondent's shall be considered secondary.

b. The parties shall be equally responsible for all out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children'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. This amount shall be automatically deducted from or added to the child support paid or owed.

c. Both parties shall share equally all medical expenses incurred for the minor child and actually paid by the parties. Medical expenses shall include, but not be limited to, the following: medical, dental, orthodontia, ophthalmological, psychological, or therapeutic, etc.

d. The parent who incurs medical expenses shall provide written verification of the cost and payment of the medical expenses to the other parent within 60 days of payment.

e. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to provide written verification of the cost and payment of medical expenses to the other parent within 60 days of payment.

13. Pursuant to U.C.A. §81-6-209 both parties shall share equally the reasonable work related childcare expenses of the parents.

a. The parent who does not incur childcare expenses shall begin paying his or her share of childcare expenses to the parent who does incur childcare

expenses, on a monthly basis immediately upon presentation of proof of the childcare expense. The parent can either pay the provider directly or shall be required to reimburse the paying parent after being provided proof of payment.

b. The parent who incurs childcare expenses shall provide written verification of the cost and identity of the childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of a childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

EXTRACURRICULAR ACTIVITIES, SCHOOL, & MISCELLANEOUS COSTS

14. Petitioner shall be responsible for the costs associated with the following expenses related to the minor children:

- a. Cell phones
- b. Car insurance
- c. School fees and costs
- d. Agreed upon extra-curricular activities. All current and extensions of the current extra-curricular activities where the children participate are approved.

e. Agreements for all expenses shall be made in writing. When possible, both parties should pay their one-half share directly to the provider, school or program for and on behalf of the children. If one parent pays the entire cost, that parent shall email the other parent proof of cost and payment within 60 days and the reimbursing parent shall pay their share within 20 days of receiving the email.

TAX EXEMPTION

15. Petitioner shall claim the minor children each and every year in the child tax credit, exemption, or deduction for State and Federal income tax purposes.

PERSONAL PROPERTY

16. Prior to the marriage, the parties each had individually acquired certain separate property. Each party shall be awarded any property identified as premarital or separate property, including all gifts and inheritance.

17. During the course of the marriage, the parties acquired certain items of personal property.

18. Petitioner shall be awarded the two (2) twin mattresses and platforms.

19. Respondent shall be awarded the full king mattress and bedframe.

20. All other personal property shall be divided among the parties in a fair and equitable fashion as agreed upon by the parties.

21. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded solely to the party from whose family it came.

VEHICLES

Vehicle	Awarded to Petitioner	Awarded to Respondent	Other
2013 Hyundai Accent		X	There is no loan against this vehicle.
2022 Hyundai Palisade	X		Petitioner shall be responsible for the loan against this vehicle.

22. The parties shall take all necessary steps to transfer the vehicles into their own names within thirty (30) days of the date of entry of the Decree of Divorce.

REAL PROPERTY

23. During the course of the marriage, the parties acquired certain parcels of real property, including but not limited to:

a. Home located at 163 East 540 North, Vineyard, Utah 84059

24. The home is hereby awarded to Petitioner as his sole and separate property, subject to Respondent's claim to fifty percent (50%) of the net equity therein as set forth herein.

25. An appraisal of the residence shall be completed on or before June 1, 2026, with the cost of the appraisal to be shared equally between the parties.

26. Respondent's share of the equity shall be calculated as follows:

a. Appraised Value

i. less outstanding mortgage balance as of the date of appraisal;

- ii. less estimated customary costs of sale as of the date of appraisal in the amount of 1.5% of appraisal value;
- iii. less estimated real estate commissions calculated at six percent (6%) as of the date of appraisal.

27. The resulting net equity shall then be divided equally between the parties, with Respondent entitled to fifty percent (50%) thereof.

28. Petitioner shall pay Respondent her share of the equity by December 31, 2030. If equity is not paid by this date, the home shall be placed for sale and Respondent paid her portion of the equity from the net proceeds.

29. Beginning June 1, 2026 Petitioner shall be responsible for all costs associated with the home.

30. Respondent shall vacate the home and remove all personal belongings no later than May 30, 2026.

31. The parties shall sign any quit claim deeds or any other documents necessary to transfer title or ownership of the property within 30 days of the entry of the Decree.

BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES,
INVESTMENT, RETIREMENT/PENSION ACCOUNTS AND OR/BUSINESS
INTERESTS

32. The parties have acquired and continue to acquire bank, profit sharing, stock options, bonuses, investment, retirement and/or pension accounts and business interests during the course of the parties' marriage.

33. All of these accounts or assets shall be divided as follows as of the date of entry of the Decree of Divorce unless specified otherwise:

Account Description	Petitioner will Receive	Respondent will Receive	Other
Wells Fargo Everyday checking account ending 1178	33%	67%	Once funds have been divided, this account shall be awarded to the primary account holder.
Wells Fargo Way2Save savings accounts ending 2225 and 2712	33%	67%	Once funds have been divided, these accounts shall be awarded to the primary account holder.
Wells Fargo Way2Save savings account ending 1008	33%	67%	From Respondent's share of the funds in this account, Respondent shall reimburse Petitioner the sum of \$3,000.00, representing Petitioner's payment of the first month's rent for Respondent's new residence. Once funds have been divided, this account shall be awarded to the primary account holder.
Wells Fargo Everyday checking account ending 6233	50%	50%	Once funds have been divided, this account shall be awarded to the primary account holder.
Fidelity Investment account	100%		
Bamboo Retirement account; Fidelity Rollover IRA; Fidelity Roth IRA	70%	30%	
Credit card reward points	67%	33%	

34. Retirement and or investment accounts divided by percentage are awarded subject to gains and losses.

35. If necessary, a Qualified Domestic Relation Order (QDRO) or Domestic Relations Order (DRO) shall be prepared to divide these accounts. Any fees associated with the above orders shall be split evenly between the parties.

DEBTS AND OBLIGATIONS

36. During the course of the marriage the parties incurred certain marital debt; this debt shall be divided as set forth below.

Debt Description	Petitioner's Responsibility	Respondent's Responsibility	Other
Mohela student loans	100%		
CapitalOne Venture credit card ending 1927	100%		
Firstmark Services debt account ending 0304	100%		
2022 Hyundai Palisade auto loan	100%		

37. Pursuant to §81-4-204(1)(e), Utah Code Annotated, the parties shall notify respective creditors or obligors, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

ALIMONY

38. Petitioner shall be ordered to pay alimony to Respondent as follows:

- a. \$2,000.00 total spousal support per month for calendar year 2026;

- b. \$1,700.00 total spousal support per month for calendar years 2027 through 2028;
- c. \$1,500.00 total spousal support per month for calendar years 2029 through 2030.
 - i. Total spousal support includes both child support as previously set forth herein and alimony. For example, with the current child support award of Respondent owing Petitioner \$180.00 per month, alimony for the year 2026 shall be Petitioner paying Respondent \$2,180.00 per month so Respondent receives the total spousal support amount as outlined herein. As child support adjusts, alimony will likewise adjust to maintain the total spousal support award as outlined herein.
- d. Alimony payments shall be paid by the fifteenth (15th) day of the month immediately following entry of the Decree of Divorce and the fifteenth (15th) day of every month thereafter.
- e. Alimony payments shall continue through the year 2030 or until Respondent cohabitates or remarries, whichever occurs sooner. Respondent has an obligation to notify Petitioner of her cohabitation or remarriage and alimony shall cease upon Respondent's cohabitation or remarriage. Alimony shall end in the event of the death of either party.

TAX RETURN

- 39. The parties shall each file separate taxes for the 2026 tax year.

ATTORNEY'S FEES

40. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter.

MISCELLANEOUS

41. Both parties shall be mutually restrained from bothering, harassing, annoying, threatening, disparaging, or harming the other party at the other party's place of residence, employment or any other place.

42. Both parties are restrained from using the credit of the other, and from using the other's likeness or image for any commercial, disparaging, or unauthorized public purpose. This provision shall not restrict either party from the private possession, display, or sharing of historic family photographs or videos with the minor children or in private.

43. 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 this 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. This Decree of Divorce is the result of the Stipulated Settlement Agreement reached through mediation. The final documents were prepared as a service to both parties and shall not be interpreted against either as the "drafting party."

45. Each party shall execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

46. Upon the filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.

47. Respondent may be restored to her maiden name of Mitchell if she so desires.

WAGNER and WAGNER

JOINT CUSTODY PARENTING PLAN

Each parent has a loving and valuable relationship with the children and shall work together cooperatively with regard to the children's physical care and financial and emotional support.

The parents shall adhere to the following parenting plan provisions:

1. Co-Parenting Principles

- a. The Parties shall co-parent cooperatively, focusing on the physical, emotional, and financial well-being of the children.
- b. Each parent shall support and encourage the children's meaningful relationship with the other parent.

c. Civil communication is required at all times. Name-calling or hostile communication is prohibited.

2. Communication Between Parents

a. Primary communication shall occur via text or email, except in emergencies or time-sensitive situations.

b. Important information (such as doctor visits, school meetings, or extracurricular events) must be shared within 1 week of a parent becoming aware of the information, or immediately if the event is occurring within 48 hours.

c. If information is available through public sources (e.g., school portals), each parent shall access it directly.

d. The parties shall maintain a peaceful environment during all exchanges of the minor children. Any form of physical aggression, or domestic violence is strictly prohibited and shall be grounds for an immediate Motion to Enforce or a Protective Order.

3. Joint Legal Decision-Making

a. The Parties shall jointly decide major decisions affecting the children, including:

i. Education and daycare

ii. Medical, dental, counseling, and orthodontic care

iii. Religious upbringing

iv. Extracurricular activities

b. Decision-making process:

- i. Identify the issue
 - ii. Develop possible solutions
 - iii. Select the most reasonable solution in the children's best interests
4. Dispute Resolution for Major Decisions - If the parties cannot reach agreement:
 - a. Petitioner shall have the final say for education related decisions.
 - b. They may defer to the recommendations of an expert. If they still do not agree;
 - c. They shall attend mediation with a mutually agreed mediator (each party pays their own fees).
 - d. Agreements reached in mediation shall be reduced to writing and signed by both.
 - e. Only after a good-faith mediation attempt may a party seek Court involvement.
 - f. A party who frustrates this process may be ordered to pay the other's attorney's fees, court costs, and mediation costs.
5. Day-to-Day Responsibility
 - a. The parent exercising parent-time shall make routine daily decisions.
 - b. Either parent may make necessary emergency decisions regarding the children's health or safety and shall inform the other immediately.
6. Information Access
 - a. Both parents shall have direct access to all school, medical, dental, and mental health records.

b. Each parent shall notify the other of medical appointments and emergencies.

c. Both parties shall provide written authorization enabling the other to access information from all providers.

7. School Access

a. Both parents may visit the children at school, receive school communications, and check the children out when necessary.

b. Petitioner shall have final say for education related decisions.

8. Medical Treatment Restrictions

a. Non-emergency, uninsured, elective medical/dental/orthodontic or alternative treatments require prior written consent from both parties.

b. Costs must be agreed in writing before scheduling.

c. Violating parent may be denied reimbursement.

9. Travel Notice Requirements

a. Either parent may travel domestically with the minor children during their own parent-time without needing advance permission, provided they give standard notice.

b. Any international travel, or any travel that would interfere with the other parent's scheduled parent-time, must be mutually agreed to in advance and in writing.

c. When traveling with the children, the traveling parent shall provide the following, as required by Utah Code §81-9-202(19):

- i. Itinerary with travel dates
 - ii. Destination(s)
 - iii. Contact information
 - iv. Name/phone of a third party aware of the children's location.
10. Participation in Activities
 - a. Both parents may attend the children's school events, church functions, activities, recitals, and sports.
 - b. Parents shall cooperate to facilitate participation and family events (e.g., weddings, funerals, reunions, ceremonies).
11. Exchanges and Transportation
 - a. The receiving parent shall pick up the children at the designated start of their parent-time.
 - b. Children shall be ready on time for exchanges.
12. Contact Information
 - a. Each parent shall provide the other with current address, phone number, and email within 24 hours of any change.
13. Parent/Child Communication
 - a. Each parent shall encourage free and uncensored reasonable phone/virtual communication with the other parent.
 - b. The children may contact either parent at any time.
 - c. A parent shall reasonably facilitate calls when requested by the children.
14. Right of First Refusal

- a. Parental care is preferred over surrogate care.
- b. If overnight child care is needed, the other parent shall be offered the opportunity to provide care before any other individual (including family members or significant others) provides overnight care.
- c. The parties shall create and maintain a mutually approved list of surrogate caregivers/babysitters who may be used by either parent without additional approval.
- d. Any caregiver not on the approved list must be mutually agreed upon in advance and in writing before caring for the minor children.
- e. Both parents shall provide names, addresses, and phone numbers of any caregivers used.

15. Conduct Around the Children

- a. Neither party shall speak negatively about the other parent or allow third parties to do so in the children's presence.
- b. Neither party shall discuss court matters with or in front of the children.
- c. Neither party shall disparage the other on social media or in public.

16. Introducing New Partners

- a. Parents shall not introduce dating partners to the children until the relationship is committed and exclusive.
- b. Notice shall be given to the other parent beforehand.

17. Shared Calendar

a. Parents shall maintain a shared calendar for school events, appointments, practices, exchanges, and other child-related activities.

18. Substance Use and Other Restrictions

a. Neither party shall use illegal drugs or consume alcohol in excess while caring for the children or prior to transporting them.

b. Alcohol and medications shall be stored securely and out of the children's reach.

c. All firearms in either parent's residence must be stored in a locked, secure gun safe or container that is inaccessible to the minor children at all times. Ammunition shall be stored separately from the firearms in a locked location."

19. Enforcement and Non-Waiver

a. A party's failure to comply with any provision does not release the other party from their obligations.

b. All provisions remain enforceable unless modified by written agreement or court 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 this 1st day of June 2026.

*E-signed by Wade Taylor
with permission of Keith Wagner*

/s/ Keith Wagner

KEITH WAGNER
Petitioner

APPROVED AS TO FORM this 1st day of June 2026.

*E-signed by Wade Taylor
with permission of Lisa Wagner*

/s/ Lisa Wagner

LISA WAGNER
Respondent

CERTIFICATE OF SERVICE & RULE 7 NOTICE

I hereby certify that on the 30th day of May 2026, I caused a true and correct copy of the foregoing *Proposed Decree of Divorce* to be served on the following by the method indicated below. Further, the Proposed Decree shall be submitted in accordance with Rule 7 of the *Utah Rules of Civil Procedure*.

EMAIL:

KEITH WAGNER
Petitioner
Email: keith.wagner8@gmail.com

LISA WAGNER
Respondent
Email: 480-406-1458

LAW OFFICES OF WADE TAYLOR

/s/ Wade Taylor

WADE TAYLOR
Attorney