



Darin S. Featherstone --13209
FEATHERSTONE FAMILY LAW, P.C.
686 E 110 S, Suite 204
American Fork, Utah 84003
Telephone: 801-824-6130
Email: darin.featherstone@featherstonefamilylaw.com
Counsel for Petitioner

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

In the matter of the marriage of:

CHRISTIAN T. ENGBRETSSEN,
Petitioner,

and

SARAH B. ENGBRETSSEN,
Respondent.

DECREE OF DIVORCE

Case No.: 264400319

Judge Christine Johnson

Commissioner Marla Snow

IN THIS ACTION, the parties, having signed a Stipulation for Divorce (the "Stipulation"), consenting to the entry of a Decree of Divorce consistent with the terms set forth in the Stipulation;

NOW THEREFORE, in light of the foregoing; and for good cause appearing;

IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

1. The parties are granted a divorce on the grounds of irreconcilable differences pursuant to Utah Code Ann. § 81-4-405(1)(h).
2. Special Master. The parties agree to utilize a Special Master to assist in resolving disputes related to the minor children, including but not limited to joint legal decision-making

authority, parent-time, education, medical care, therapy, extracurricular activities, and implementation of the terms of this Stipulation. The Special Master shall have the authority set forth in the Order Appointing Special Master and as permitted by Utah law. The parties shall cooperate fully with the Special Master and timely comply with all recommendations and directives unless modified by further order of the Court. Both parties shall be responsible for the Special Master's fees unless the Special Master decides otherwise or as agreed to in writing.

3. Selection of Special Master. The parties shall contact the following individuals to be the Special Master and shall select the Special Master who is immediately available: Todd Wetsel, or other mutually agreed upon Special Master. In the event the appointed Special Master is unable or unwilling to continue serving, the parties shall follow the below outlined selection process to appoint a replacement Special Master. Mother shall provide Father with the names of three (3) proposed Special Masters who are available to accept and serve in this case. Father shall then have seven (7) days from receipt of Mother's list to select one (1) individual from the names provided.
4. Children. The parties are the parents of four (4) minor children:
 - a. Q.E., born November 2012,
 - b. T.E, born April 2015,
 - c. B.E., born April 2018, and
 - d. C.E., born October 2019.
5. Child Custody. The parties are awarded joint legal and joint physical custody of the minor children.

6. Parent Time. The parties shall exercise parent time as they agree, if they do not agree, they shall exercise parent time pursuant to UCA §81-9-305, in accordance with the following specifications:
- a. The parties will have parent time with the minor children on a week on/week off time schedule with exchanges occurring on Friday with a drop off at school (or 6:00 p.m. if there is no school).
 - b. If a child is absent from school or sick during the school day, the parent scheduled to exercise parenting time following school pickup shall be responsible for the child during that parenting time period, unless the parties mutually agree otherwise.
7. Summer. Each party shall be entitled to two weeks of uninterrupted summer parent time, which may be consecutive.
- a. For purposes of designating summer uninterrupted parent time, both parents shall provide notification of extended parent-time (including the two weeks of uninterrupted parent-time in the summer) or vacation weeks with the children to the other parent.
 - b. In odd-numbered years, Father shall provide notice to Mother by May 1st and Mother shall provide notice to Father by May 15th.
 - c. In even-numbered years, Mother shall provide notice to Father by May 1st and Father shall provide notice to Mother by May 15th.
 - d. If a parent fails to provide a notification within the time periods described, their presumption is waived and the first party to comply shall have preference that

year. If a party misses the summer election notice, they shall provide at least fourteen (14) days notice of their intent to exercise summer parent time. A party's summer parent time shall not interfere with the other parties holiday parent time.

8. Holidays. The parties shall alternate holidays in accordance UCA §81-9-302 with the exception that holiday time on Juneteenth will not be exercised. Mother shall be designated as the custodial parent for purposes of holiday allocation only. Holidays take precedence over the regular and summer parent time rotation.
- a. Holidays include any “snow” days, teacher development days after the children begin the school year, or other days when school is not scheduled, contiguous to the holiday period, and take precedence over the weekend parent-time.
 - b. Holiday periods are meant to interrupt and occur “over and in place of” the regular visitation schedule and once the holiday period is over, the parties shall continue the regular visitation schedule as if uninterrupted.
 - c. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for Minor Child’s attendance at school for that school day.
 - d. A parent exercising parent-time for a child’s birthday may bring other siblings along for the minor child’s birthday.

Utah Holidays According to Utah Code §81-9-302

Odd Years	Even Years	Holiday and Time
Father	Mother	Dr. Martin Luther King Jr. Day: (1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday

		ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.
Mother	Father	Presidents' Day: (1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.
Father	Mother	Spring Break: (1) Holiday begins at: (a) the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.
Mother	Father	Memorial Day: (1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.
Mother	Mother	Mother's Day: (1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.
Father	Father	Father's Day: (1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.
Father	Mother	Independence Day: (1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.
Mother	Father	Pioneer Day: (1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.
Father	Mother	Labor Day: (1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.
Father	Mother	Fall Break: (1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.
Mother	Father	Halloween: (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.
Mother	Father	Thanksgiving: (1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday

		ends at 8:30 p.m. on the day before school resumes.
Father	Mother	Winter Break (First Half): (1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.
Mother	Father	Winter Break (Second Half): (1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.
Mother	Father	Day of Minor Child's Birthday: (1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.
Father	Mother	Day Before or After Minor Child's Birthday: (1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.

9. Precedence of Parent Time. Changes may not be made to the parent time schedule, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- a. The holiday schedule for Mother's Day or Father's Day;
- b. The holiday schedule for Minor Children's birthdays, unless a parent is exercising uninterrupted extended parent-time and takes the Minor Children away from that parent's residence during the uninterrupted extended parent-time;
- c. The holiday schedule for any holiday that is not Father's Day, Mother's Day, or Minor Children's birthdays.
- d. Extended parent-time; and
- e. The schedule for weekday or weekend parent-time.

10. Parenting Plan. The parties shall adopt the advisory guidelines found in UCA§ 81-9-202 (Formerly UCA §30-3-33) as their parenting plan, in addition to the following provisions:

- a. Joint Decision-Making. Each parent will make the day-to-day decisions during their individual parent time as they impact the children. The parties shall consult

with each other regarding major decisions for the children, including elective medical care, education, and religious upbringing. If the parties cannot reach an agreement, they shall consult with relevant professionals to assist in making a decision. If they are still unable to reach an agreement, the Special Master shall have final decision-making authority, subject to either party setting the matter for a hearing.

- b. Medical Emergency. Each parent shall be notified immediately by the custodial parent in the event of a medical emergency with a minor child.
- c. Sharing Information. Each party shall be entitled to directly access the children's medical, church, education, counseling, and other records. The parties shall share information with one another regarding the children's school, church, extracurricular, and other activities, medical care, counseling, and any other significant information.
- d. Contact Information. The parties shall immediately, within forty-eight (48) hours, notify the other parent of any change of address, email address, or change of telephone number.
- e. Romantic Partner/Roommates. Neither Party shall introduce the Minor Child to any romantic partner unless and until the relationship has been ongoing and exclusive for at least four (4) consecutive months. Additionally, if either Party resides with any individual who is not a biological or adoptive relative of the Minor Child, that Party shall provide the name of such individual(s) to the other Party.

- f. First Right of Refusal. Parental care is presumed to be better than surrogate care. Each parent shall have first option to provide care for the minor children over any other third party (i.e., surrogate care) if the parent responsible for the minor children is not available for a period of an overnight or longer during parent-time, and the other parent is personally available and willing to provide direct care and transportation. The parent exercising parent-time under the right of first refusal shall (1) provide all transportation to and from parent-time, and (2) provide direct parental care. This provision relates solely to parental absences away from their residence and shall not be construed to prevent the minor children from having sleepovers with friends and family.
- g. Children's Accommodations. Each party shall maintain adequate clothing, and routine personal items for the minor children in their respective homes during their parenting time, sufficient to meet the children's needs including school uniforms and other school related materials. Neither party shall be required to transport all of the children's clothing and personal items between households, and each party shall ensure the children are appropriately dressed and provided for during their respective parenting time.
- h. Transportation. The parties shall utilize school-to-school exchanges when possible. A parent, grandparent, step-parent, friend known to the child and other parent, or extended relative may transport a child to parent time, an appointment, or activity as needed. Otherwise, all exchanges shall be curbside with the receiving parent providing the transportation. Curbside shall be defined as the

receiving parent remaining within arms' length of the vehicle and the delivering parent remaining within arms' length of the entry of the residence.

- i. Religious Upbringing. The parties agree to be supportive of the children's decisions to participate in attendance, activities, callings, and ordinances consistent with the teachings of The Church of Jesus Christ of Latter-day Saints. The parties agree that Father shall be allowed to perform ordinances for the minor children associated with The Church of Jesus Christ of Latter-day Saints including baptisms and priesthood ordinances so long as he is deemed worthy by his ecclesiastical leaders. The parties acknowledge and agree that the minor children's baptisms and related religious ordinances are expected to occur at the appropriate and projected age consistent with the parties' religious tradition and the children's developmental milestones, unless otherwise mutually agreed in writing by the parties.
- j. Communication. The parties shall communicate primarily through Our Family Wizard (OFW). The parties may communicate by email or text message only in the event of a time-sensitive matter or legitimate emergency. All communications between the parties shall remain civil, respectful, and related to the children. Name-calling, derogatory remarks, or hostile communication shall not be considered civil communication. Each party shall be responsible for the cost of their own OFW account. The parties agree that they will upgrade their respective accounts to include the "tone meter" at the request of either party. The parties

shall use their best efforts to respond to communications from the other party within twenty-four (24) hours, absent extenuating circumstances.

- k. Parent Time Calendar. The parties shall use the parent time calendar feature in the OFW app.
- l. Virtual Communication. Each party may have reasonable and uncensored phone contact with the children while they are with the other parent. The children may call either parent at any reasonable time.
- m. Media. Both parents will take adequate safety measures in their homes for the children's electronic and internet access. The children will only be exposed to age-appropriate media including but not limited to movies, audio, television, and video games.
- n. Social Media. The parties agree that the minor children shall not create or maintain any social media accounts or use social media platforms, and shall not possess or use a smartphone, until they reach at least sixteen (16) years of age, unless the parties mutually agree in writing otherwise.
- o. Travel. In accordance with UCA §81-9-202(19) each party shall be responsible to provide the other with an itinerary and contact information before traveling with the child overnight. When the child travels with either parent overnight, all of the following will be provided to the other parent at least 24 hours prior to departure:
 - i. An itinerary of travel dates;
 - ii. Destination;
 - iii. Places where the 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 children's location.

- p. Passports. The parties shall cooperate with each other to obtain and keep the child's passports current. The parties shall give notice before traveling with the minor child out of the United States. Each party shall have access to the child's passport.
- q. 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.
- r. Children's Events. The parents shall notify each other of any events involving the children such as school activities, church events, sports events, graduations, etc., so that each party shall have the option of attending the special event if possible. For any event that is not posted online, each party shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and both parties shall be entitled to attend and participate fully.
- s. Extracurricular Activities. The parties will equally divide the cost of extracurricular activities or other organized events for the minor children so long as the parties have mutually agreed to the activity in writing prior to the children being enrolled in the activity. If the parties have agreed to divide the cost of the

activity in advance, proof of payment shall be provided by the party enrolling the children in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days. Any party unilaterally enrolling the children in extracurricular activities will not interfere with the other party's parent-time.

11. Therapy for the Minor Children. The parties agree that any minor child who is currently engaged in therapy shall continue treatment with their existing individual therapist(s), absent mutual agreement of the parties to a change. If any additional minor child requires therapeutic services in the future, the parties shall confer in good faith and mutually agree upon the selection of a qualified therapist.

12. If either party moves more than thirty (30) miles from the children's school the parties shall return to mediation to rework the parent-time.

13. Relocation. If either party intends to relocate more than one hundred fifty (150) miles, that party shall strictly comply with the requirements set forth in Utah Code § 81-9-209(2), including but not limited to providing proper written notice within the timeframes and containing the information required by statute. The parties shall cooperate in good faith to address any necessary modifications to parent-time or custody arrangements consistent with the statute and the best interests of the minor child.

14. Educational Plan.

- a. The parties agree that the minor children shall continue their current and anticipated enrollment at John Hancock Charter School, so long as they remain eligible for attendance there. When a child ages out of or otherwise becomes

ineligible to attend John Hancock Charter School, the parties shall confer in good faith and mutually agree upon the appropriate school for that child. Any change in the children's school enrollment shall require the prior written agreement of both parties before the children are enrolled in a new school.

- b. Each parent shall have direct access to school emails, schoolteachers, school websites, online school tools, parent teacher conferences and school calendars.
- c. Each parent shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, extracurricular activities, and community functions in which the child is participating or being honored, that the other party would not otherwise have access to. Adding an event to the OFW calendar shall be deemed notice. Each parent shall be entitled to attend and participate fully.
- d. Each parent will be responsible for assisting the children with homework and extracurricular assignments on his or her parent-time.
- e. Either party may check the children out of school during their respective parent time for any reasonable purpose and shall ensure that any missed assignments or homework is completed during the time they are out of school. Each parent will use their best efforts to ensure that the children make it to school on time during their respective parent time.

15. Mutual Restraining Order. The parties agree that the following Mutual Restraining Order shall apply.

- a. Both parties are restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not

limited to, speaking derogatorily about the other parent in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preference regarding custody or visitation. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the children.

- b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes the children's best interest.
- c. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.
- d. Both parties are mutually restrained from harassing, intimidating, threatening, assaulting, or otherwise disturbing the peace of the other party. The parties shall not engage in conduct intended to annoy, alarm, or cause emotional distress to the other party, including excessive or abusive communications.
- e. Both parties are restrained from entering the other party's residence absent prior written agreement.

- f. The parties shall conduct themselves in a civil and respectful manner toward one another and shall avoid direct contact except as reasonably necessary to effectuate the terms of this Decree or as otherwise agreed by the parties in writing. This includes unreasonable contact between parent and child during the other parent's parenting time.
- g. Both parties are mutually restrained from posting on any social media platforms negative or derogatory comments about the other party.
- h. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.
- i. This mutual restraining order shall remain in full force and effect unless modified by further order of the Court.
- j. Controlled Substances. The parties are restrained from consuming illegal drugs, non-prescribed drugs, or from consuming alcohol to the point of intoxication when the minor children are in their care or within 24 hours of caring for the minor children, and from allowing the minor children to be in the presence of any other person who the parties suspect or have reason to suspect may be under the influence of alcohol, illegal drugs, or non-prescribed drugs.
- k. Both parties are mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section, and have the affirmative duty to use his or her best efforts to prevent third parties from such violations or will remove the children from such circumstances.

16. Child Support. Child support shall be calculated as according to Utah Code Ann. §81-6-107 *et seq.* (Formerly known as §78B-12-201 *et seq.*) Mother's gross monthly income shall be imputed at \$10,833 and Father's gross monthly income is \$11,667. Father shall pay child support to Mother in the amount of \$107 per month, beginning June 1, 2026. Child support is calculated with Mother having approximately 183 overnights and Father having 182 overnights. The child support is payable one-half on the 5th day of each month and one-half on the 20th day of each month by direct deposit, Venmo, or other agreed upon payment platform.

- a. Income Withholding. The parties agree that if the party obligated to pay child support to the other party ever becomes more than 30 days delinquent in child support, the other party shall be entitled to withholding income as a means of collecting child support, pursuant to §81-6-202(10)(f) and §62A-11-401, *et seq.*, Utah Code Annotated, as amended.
- b. Reduction When Child Becomes 18. In accordance with Utah Code, §81-6-213, the parties agree that when a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, or any of the other reasons for adjustment under the code, whichever occurs later, the base child support award shall be automatically reduced to reflect the lower base combined child support obligation shown in the table for the remaining number of children due child support. The parties agree that the award shall not be reduced by a per-child amount derived from the base child support award originally ordered.

- c. Additional Expenses. The parties shall share equally all school-related expenses including books, tuition, fees, and school lunches.

17. Medical Expenses. Pursuant UCA §81-6-208, both parents are responsible for providing and maintaining health insurance and health care coverage for the medical expenses of their minor children if insurance for medical and dental expenses is available or becomes available to either parent at a reasonable cost and is accessible to the children. Both parties are currently providing said insurance.

- a. Health Insurance Premiums. Each parent shall share equally the 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 in the instant case. The party paying the health insurance premium may receive credit for the other parent's portion pursuant to UCA 78B-12-212.
- b. Double Coverage. If the children are covered under both parents' insurance, then neither party will reimburse the other for half of their share of the medical insurance premium.
- c. Verification of Coverage. The parent ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent children, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The parent shall notify the

other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

- d. Uninsured Medical/Dental Expenses. 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. If neither party is able to secure medical/dental insurance for the children 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.
- e. Reimbursement for Expenses. 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.
- f. Division of Accounts. Pursuant to Utah Code Annotated §15-4-6.7, the parties may elect that medical/dental expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce or other controlling court order at or before the day on which the service provider first renders medical/dental services. A creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the

order, nor may the creditor make a negative credit report under U.C.A. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

18. Child Care Expenses. Each party shall be responsible for the cost of their own daycare expense.
19. Alimony. Father shall pay Mother alimony in the amount of \$450 per month for eighteen (18) months, beginning June 1, 2026. Alimony shall automatically terminate if Mother cohabits or remarries or if either party dies. The alimony is payable one-half on the 5th day of each month and one-half on the 20th day of each month by direct deposit. After eighteen (18) months both parties agree to waive any future or ongoing alimony.
20. Real Property. The parties acquired the following marital property during the course of the marriage. Property 1 is located at 2774 Crimson Ct Eagle Mountain Utah, 84005 and Property 2 is located at 241 N. 200 W. Lehi Utah, 84043. The properties shall be divided as follows:
 - a. Property 1: Mother is awarded the marital residence as her sole and exclusive property and possession. Mother shall be solely responsible for payment of the mortgage, property taxes, insurance, utilities, maintenance, and upkeep on the marital residence and shall have thirty (30) days from the date of this Stipulation to transfer all applicable accounts and billing obligations into her own name. In

the event Mother becomes more than thirty (30) days delinquent on the mortgage, the marital residence shall be immediately listed for sale.

- i. Mother shall have eighteen (18) months from the date of this agreement to refinance the marital home and pay Father his portion of the equity, whereupon Father shall sign a quitclaim deed surrendering all interest in the marital home.
- ii. During this period of time, both parties shall be responsible for paying half of the home warranty costs (these costs may be tax deductible and discussed with the CPA) and half of any reasonable and necessary repairs required to maintain the value, condition, and function in the home. The value of the home and both parties' share of the equity shall be determined at the time of the refinance or sale of the property and shall be shared equally.
- iii. If Mother is unable to refinance the marital residence within eighteen (18) months, the residence shall be listed for sale with a real estate agent mutually selected by the parties. The parties shall share equally in any realtor commissions and fees associated with the sale. If the parties elect to use a friend or other individual to facilitate the sale and realtor commissions or fees are reduced or waived, the resulting savings shall be divided equally between the parties.
- iv. If the home is sold, the parties shall cooperate in good faith regarding the sale of the home and shall reasonably consider and follow the

recommendations of the realtor concerning repairs, pricing, staging, and other matters related to the sale of the property. The parties shall work together to complete any agreed-upon repairs, either independently or through third-party contractors, with all such repairs to be approved in writing and paid equally by both parties prior to the work being completed.

- v. When/if the home is sold, the proceeds will be used first to pay off the home mortgage(s) and the cost of sale. Any remaining equity shall be divided equally between the parties. In the event the sale results in a deficiency, the parties shall be equally responsible for such deficiency.

- b. Property 2. Property 2 shall be immediately listed for sale with a mutually agreed on real estate agent. If the parties elect to use a friend or other individual to facilitate the sale and realtor commissions or fees are reduced or waived, the resulting savings shall be divided equally between the parties.

- i. The parties shall cooperate in good faith regarding the sale of the home and shall reasonably consider and follow the recommendations of the realtor concerning repairs, pricing, staging, and other matters related to the sale of the property. The parties shall work together to complete any agreed-upon repairs, either independently or through third-party contractors, with all such repairs to be approved in writing by both parties prior to the work being completed.
- ii. When the home is sold, the proceeds will be used as follows:

- 1) first to pay off the home mortgage(s) and the cost of sale.
- 2) Second, to pay the joint tax liability, or placed in a holding account until the taxes are determined.
- 3) Third, to pay the Chase credit card ending in *2155, as of today's date in the amount of \$41,925.11.
- 4) If there is any remaining equity shall be divided equally between the parties. In the event the sale results in a deficiency, the parties shall be equally responsible for such deficiency.

21. Personal Property. The personal property shall be divided as follows:

Item:	Awarded To:
2015 Toyota Sienna	Sarah
2007 Toyota Camry Hybrid	Christian
Family Dog (Moochie)	Sarah
Half of the kids toys as agreed upon by us	½ Each
Half of the kids clothes as agreed upon by us	½ Each
Half of the kids bikes and helmets as agreed upon by us	½ Each
Half of the board games and puzzles as agreed upon by us	½ Each
Half of kids books	½ Each
Camping Items as agreed upon by us	Sarah
Either White toy chest in loft or white toy chest in B&C's Room	Christian
Either Kids Couch or Wood Climbing Things	Christian
Garage Fridge and Garage Deep Freeze	Sarah
Either the Kids Lego Table or the Kids Play Table	Christian
1/2 of the 2 Large TVs	½ Each
1 of the 2 Air Doctors	½ Each
2 Kids' Chromebooks (associated with Sarah's email)	Sarah
1 of the 2 Christmas Trees	½ Each
Xmas Ornaments - Including my personal childhood ornaments	½ Each
Christian's Box Of Personal Items	Christian
Christian Box of DVDs	Christian
Christian Remaining clothes at the house, including snow clothes	Christian
Christian Jackets	Christian
Sunflower Painting	Christian
Toaster Oven	Christian

Insta Pot	Christian
Firepit	Christian
Grill	Christian
Battery Daddy - with batteries	Christian
white collapsible table	Christian
A-Frame Ladder	Christian
Shop Vacuum	Christian
Paring Knife (Gifts to Christian)	Christian
Japanese Knife(Gifts to Christian)	Christian
Large wood cutting board	Christian
Marble rolling pin	Christian
Guitar	Christian
4 Snow Tires for Camry	Christian
VR Set	Christian
3D Printer	Christian
Basketball Hoop	Christian
Corner Desk still in box	Christian
United Sky Miles	Christian
King Size Bed	Sarah
Metal Work Desk	Christian
Work Desk Chair	Christian
White Drawers in Garage	Sarah
Trash can with lid for Q	Christian
Workout Bench	Christian
Dumbbells	Christian
Push Up Bars	Christian
Crock Pot	Christian
Pots and Pans	Christian
Knives and other small kitchen items	Christian
Vacuum	Christian
Cups	Christian
Plates	Christian
Bowls	Christian
Pillows	Christian
Blankets	Christian
Sheets	Christian
Towels	Christian
Bosch	Christian

- a. Within thirty (30) days of this Stipulation, the parties shall cooperate in signing any and all documents necessary to transfer title, registration, and any other ownership interests in the vehicles awarded herein to the appropriate party.
 - b. Upon entry of the Decree, each party shall be responsible for their own vehicle insurance.
 - c. Any disputes regarding personal property shall be decided by the Special Master. Except as otherwise set forth herein the parties are awarded the personal property currently in his or her possession.
 - d. Family Dog. The parties shall share equally in reasonable and necessary veterinary and other expenses for the dog, including but not limited to boarding, routine veterinary care, vaccinations, medications, grooming, nail trims, and other agreed-upon medical or maintenance costs. Prior to boarding the dog, Father shall have first right of refusal to care for dog to avoid boarding costs. Any reimbursement requests shall be supported by documentation and shall be paid within thirty (30) from when the receipt was submitted.
22. Financial Accounts. The parties have acquired financial accounts during the course of the marriage, which shall be divided as follows:

Account:	Approximate Balance:	Awarded to:
Joint:		
Chase account ending in *3462	Balance	Sarah/close
Chase account ending in *8753	Balance	½ Each/close
Chase account ending in *7491	Balance	½ Each/close
USAA account ending in *5381	\$1.68	½ Each/close
USAA account ending in *5403	\$21.26	½ Each/close
Christian:		
Chase account ending in *7942	\$2,230	Christian

Chase account ending in *3902	\$2,656	Christian
Chase account ending in *9944	\$241	Christian
Fidelity Crypto ending in * 2371	\$97	Christian
Sarah:		
USAA account ending in *9075	\$5.76	Sarah
USAA account ending in *9083	\$26.02	Sarah

- a. The parties shall equally divide the balances of all joint bank accounts as of the date of this Stipulation. Within thirty (30) days of this Stipulation, the parties shall cooperate in closing the agreed upon joint bank accounts. Following closure of the accounts, each party shall be solely responsible for any accounts maintained in his or her individual name.

23. Debts. The parties have acquired debts during the course of the marriage, which shall be divided as follows:

Debt:	Approximate Balance:	Responsibility of:
Chase CC account ending in *2155	\$41,925.11	1/2 Each
Christian's Student Loans	\$15,740	Christian
Sarah's Student Loans	\$20,000	Sarah
AMEX account ending in *1007	\$6,815	Sarah
Chase Sapphire account ending in *5687	\$2,400	Sarah

- a. The account ending in *2155 shall be paid from the equity proceeds of the sale of Property 2, as outlined above.
- b. Each party shall indemnify and hold the other party harmless for any liability associated with any debts assumed by that party.
- c. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually. The parties shall notify their respective

creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

24. Retirement. During the course of the marriage the parties acquired the following retirement accounts:

Account:	Approximate Balance:	Awarded to:
Christian:		
Fidelity 401K account ending in *8086	\$32,737	½ Each
Fidelity 401K account ending in *5953	\$62,700	½ Each
Sarah:		
Guide Point	\$18,241(\$12,000 vested)	½ Each

- a. Each party is entitled to half of the retirement and pension accounts accrued during the course of the marriage which shall be divided as of the date of January 13, 2026.
 - b. The parties agree to use Rory Hendrix or other mutually agreed upon attorney to prepare any necessary Qualified Domestic Relations Orders ("QDROS") and related documents. The attorney shall prepare the division in the most efficient manner possible to minimize the number of QDROs required. The parties shall cooperate in executing all documents necessary to complete the division and shall equally share the costs associated with the preparation of the QDROs.
25. Tax Filing. The parties acknowledge that federal and state income tax returns have not been filed for tax years 2021 through the present.

- a. Within fourteen (14) days of signing of this Stipulation, the parties shall jointly retain and cooperate with a licensed Certified Public Accountant ("CPA"), Bob Gregory or other mutually agreed upon CPA, to prepare and file all required federal and state income tax returns for tax years 2021 through the present.

- b. The parties shall timely provide all information and documentation reasonably requested by the CPA and shall execute any documents necessary to complete the preparation and filing of the returns. The parties shall follow the CPA's recommendation regarding the filing status and allocation of income, deductions, credits, refunds, and tax liabilities for each tax year, unless otherwise agreed in writing.
- c. The parties shall share equally the reasonable fees and costs of the CPA. Any tax refunds, liabilities, interest, penalties, or other amounts resulting from the filing of the returns shall be divided equally and shall be paid as set forth in the real property section herein.

26. Tax Benefits. The parties shall be entitled to claim the children for tax purposes each year as outlined below. The party obligated to pay child support to the other party may not claim any children for tax purposes in any given year if they are not current on child support by the last day of the tax year. If either party will not receive a benefit from claiming their child tax benefits during any given year, the benefits shall be awarded to the other party for that year.

- a. For tax years 2026 through 2030, Mother shall be entitled to claim Q.E. (Child 1) and B.E. (Child 3) for tax purposes, and Father shall be entitled to claim T.E. (Child 2) and C.E. (Child 4) for tax purposes.
- b. For tax year 2031, Mother shall be entitled to claim Child 3, and Father shall be entitled to claim Child 2 and Child 4.

- c. For tax year 2032, Mother shall be entitled to claim Child 2 and Child 4, and Father shall be entitled to claim Child 3.
- d. For tax year 2033, Mother shall be entitled to claim Child 3, and Father shall be entitled to claim Child 4.
- e. For tax year 2034, Mother shall be entitled to claim Child 4, and Father shall be entitled to claim Child 3.
- f. For tax years 2035 through 2037, Mother shall be entitled to claim Child 3, and Father shall be entitled to claim Child 4.

Tax Year	Mom				Dad			
2026	Child 1		Child 3			Child 2		Child 4
2027	Child 1		Child 3			Child 2		Child 4
2028	Child 1		Child 3			Child 2		Child 4
2029	Child 1		Child 3			Child 2		Child 4
2030	Child 1		Child 3			Child 2		Child 4
2031			Child 3			Child2		Child 4
2032		Child 2		Child 4			Child 3	
2033			Child 3					Child 4
2034				Child 4			Child 3	
2035			Child 3					Child 4
2036				Child 4			Child 3	
2037			Child 3					Child 4

27. Name Change. Sarah may resume using her maiden name of Sarah Beth Sturgell if she so chooses.
28. Divorce Classes. Both parties shall complete the Divorce Education and Divorce Orientation classes within fourteen (14) days of this Stipulation.
29. Dispute Resolution. If a dispute arises between the parties, they shall return to mediation prior to filing an action in court other than an enforcement action.

30. Attorney's Fees and Costs. Each party will pay his or her own attorney's fees and costs.

End of Order, Court's Signature and Seal in Top Margin

/s/ Megan P. Blakelock

Approved as to form

(electronically signed with permission of Megan P. Blakelock via Email)

RULE 7(f)(2) NOTICE

Objections to this proposed order must be filed within seven (7) days after service.

Petitioner will submit this proposed order for entry upon being served with an objection or upon expiration of the time to object.

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of July 2026, I caused a true and correct copy of the foregoing DECREE OF DIVORCE to be served via email, upon the following:

MEGAN P. BLAKELOCK (17174)

Attorney for Respondent

825 East 800 North

Orem, Utah 84097

Telephone: (801) 356-1720

E-mail: megan@blakelocklaw.com

/s/ Darin S. Featherstone