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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR UTAH COUNTY, STATE OF UTAH	
<i>In the Matter of the Marriage of</i>	DECREE OF DIVORCE Case No.: 264402388 Judge: TONY F GRAF JR Commissioner: DUSTIN HARDY
BRIAN WAYNE SOUTHWICK, Petitioner and SARA ANN SOUTHWICK, Respondent.	

This Court having reviewed the parties' Stipulation and Settlement Agreement, 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:

PARENT TIME

1. **Physical Custody.** The parties are awarded joint physical custody of their children and shall exercise parent time on a 50-50 basis. The schedule shall be as the parties agree. If they cannot agree, they shall use the following “2-2-3” schedule until January of 2031, at which point the default schedule shall change to “2-2-5,” with Father having Monday and Tuesday and Mother having Wednesday and Thursday, unless they agree on the inverse.

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	
Week 1	Mother	Mother	Father	Father	Mother	Mother	Mother	
Week 2	Father	Father	Mother	Mother	Father	Father	Father	
Week 3	Mother	Mother	Father	Father	Mother	Mother	Mother	
Week 4	Father	Father	Mother	Mother	Father	Father	Father	

2. **Transportation.** The parties shall utilize school-to-school exchanges when school is in session. If a party is not available to drop the children off at school or pick them up from school on their designated day, then that party may delegate their transportation duties to a responsible third party. Alternatively, the parties may coordinate a customized pick up and drop off schedule between themselves.

3. **Telephone and Virtual Contact with Children.** Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any reasonable time.
4. **Summer Time.** Each party may claim two weeks of uninterrupted parent time each summer. On odd years, Father shall elect first. On even years, Mother shall elect first. The two week blocks cannot conflict with the other party's holiday time, including July 4th or July 24th.
5. **Holidays.** The holidays shall be divided as the parties agree. If the parties cannot agree, the schedule shall be according to Utah Code §81-9-303. Mother shall be designated "the custodial parent" for purposes of the holiday rotation in reference to the Utah Code.
6. **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.
7. **Relocation.** The parties shall follow Utah Code §81-9-209. In the event that a party wishes to move more than 50 miles away from the other, but less than 150 miles, the

parties shall meet to discuss a parent time schedule that will serve the children's best interests. If they cannot agree, they shall attend mediation on the matter. If mediation is not successful, they shall bring the matter before the Court to review.

8. **Legal Custody.** The parties shall have joint legal custody.

PARENTING PLAN

9. **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.
10. **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.
11. **Major Decisions.** The major decisions concerning their 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 shall consult with a mutually agreed upon professional in the field and seek their recommendation. If the parties still cannot agree, they shall attempt mediation. If mediation is not successful, either side may petition the courts to render a decision.
12. **Notification of Children's Events.** Both parents shall have access to information and shall 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.

13. **Travel.** When the children travel with either parent out of state and will be away for at least one night, the following shall be provided to the other parent at least 24 hours prior to departure:

- a. An itinerary of travel dates;
- b. Destination;
- c. Shared physical location through phone GPS, airtag, etc.

14. **Right of First Refusal.** If either parent knows in advance that the children will be in the care of another adult for more than eight (8) consecutive hours during that parent's scheduled parent-time, that parent shall first offer the other parent the opportunity to care for the children before arranging childcare by a third party.

- a. If either parent intends to incur paid childcare expenses, due to work related commitments, for which reimbursement or contribution from the other parent will be sought, that parent shall first offer the other parent the opportunity to care for the children before arranging such childcare, regardless of the duration of the childcare needed.

15. **Communication.** The parties shall discuss all parenting concerns directly and shall not use their children to deliver messages. The parties shall 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 or in the child's presence, 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. **Romantic Partners.** The parties shall take care to prevent the children from forming bonds with any potential new romantic partners until they have established a stable and committed relationship with that person. The party who plans to introduce the partner shall notify the other party one month in advance before making the introduction.

CHILD SUPPORT AND EXPENSES

19. **Child Support.** Child Support shall be calculated as according to Utah Code §81-6-107. The Mother's gross monthly imputed income is \$6,200. The Father's gross monthly income is \$6,200. The Mother has 183 overnights and the Father has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Therefore, Father's monthly child support obligation shall be \$20 per month.

20. **Payments and Arrears.** Payments shall begin the month following the entry of the Decree of Divorce and shall be due in full on the first 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. 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 parties agree that this does not include private school tuition. 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 §81-6-208. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor children in accordance with Utah Code. §81-6-208. Father 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 shall remit payment within 30 days of receipt of the verification.
- 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 shall cover the cost of their own plan.
- e. 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. **Therapy.** The parties shall discuss and agree on any therapy or mental healthcare treatment prior to engaging the child with a therapist.
25. **Division of Accounts.** According to Utah Code §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.
26. **Life Insurance.** Each party shall maintain a life insurance policy with a death benefit of no less than Five Hundred Thousand Dollars (\$500,000) while at least one of the parties' children remains a minor. Each party shall designate the other parent as beneficiary of such policy, to be used for the benefit of the parties' children, including their health, education, maintenance, support, and general welfare.
27. **Childcare Expenses.** The parties shall adopt Utah Code §81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor children. The payments shall be made to the providers directly when possible, if it is not possible then reimbursement shall be made within 30 days of the receipt.
28. **Dependency Exemption/Tax Credit.** The parties shall share the dependency exemption/tax credit for the minor children as follows:
- a. While there are three qualifying children, the parties shall alternate the dependency exemption/tax credit for the minor children.

- i. The Mother shall claim the two younger children for odd-numbered tax years and the oldest child for even-numbered tax years.
- ii. The Father shall claim the two younger children for even-numbered years and oldest child for odd-numbered tax years.
- b. While there are two qualifying children, the parties shall each receive one child as a dependency exemption/tax credit. Mother shall claim the oldest child and Father shall claim the youngest child.
- c. While there is one qualifying child, the Mother shall claim on odd-numbered tax years and the Father shall claim for even-numbered tax years.

29. **Taxes.** The parties shall file married, filing jointly for tax year 2025. The parties shall equally share in any cost of preparation of taxes. The parties shall equally share any tax refund or tax liability.

30. **Alimony.** Neither party shall be awarded alimony. All claims to alimony are waived both now and in the future.

REAL PROPERTY

31. **Marital Home.** The parties shall continue to jointly own the marital residence located at 1442 West 1460 North, Provo, Utah 84604 (“the Residence”), of “The Southwick Family Revocable Trust,” until it is sole or one party acquires the other's ownership interest pursuant to the provisions below. Following the entry of the Divorce decree, Sara shall have exclusive use and occupancy of the Residence and be the “resident”

party unless otherwise agreed by the parties in writing. If the parties agree to change occupancy to Brian, he shall become the “resident” party.

- a. Routine Expenses. Beginning on the date of entry of the Decree, the resident shall be solely responsible for all routine expenses associated with the Residence, including but not limited to mortgage payments, property taxes, homeowner’s insurance, utilities, internet service, lawn care, and ordinary maintenance and repairs.
- b. Major Repairs and Improvements. Any capital improvement, major repair, or non-routine expenditure exceeding \$200, during the period of joint ownership, shall require the prior agreement of both parties. Unless otherwise agreed in writing, jointly agreed upon major repairs, replacements, or improvements shall be paid equally by the parties, with each party responsible for fifty percent (50%) of the cost.
 - i. Examples of major repairs or improvements include, but are not limited to, roof replacement, HVAC replacement, major plumbing or electrical repairs, structural repairs, remodeling projects, and similar expenditures.
 - ii. Emergency repairs necessary to prevent damage to the Residence or protect health and safety may be undertaken without prior approval. The non-incurring party shall be notified as soon as reasonably practical.

- iii. In the event that one party cannot pay for their half of an agreed upon major repair or improvement, or else a necessary emergency repair, as defined above, the other party shall have the option of covering the full expense. Upon the sale of the residence or buyout of one party's interest, the party who paid in full should be reimbursed for covering the other party's half. This reimbursement should come directly from the other party's share of the equity.

32. Equity Buyout. At any time after entry of the Decree, joint ownership of the Residence may terminate in either of the following ways:

- a. The resident party may elect to purchase the non-resident party's equity interest in the Residence by providing written notice to the non-resident party. The resident party shall have one hundred twenty (120) days from the date of such notice to tender payment of the non-resident party's equity interest.
- b. Either party may also request payment of their one-half equity interest in the Residence by providing written notice to the other party. Upon receipt of such notice, the notified party shall have one hundred twenty (120) days to tender payment of the requesting party's equity interest. In this case, the following procedures apply:
 - i. The notified party may provide the requesting party with their share of equity by any means of their choosing. After which they become the sold owner and resident of the Residence.

- ii. If the notified party cannot tender payment within 120 days, or if they become aware at a sooner date that they are unable to tender payment, they shall immediately notify the requesting party. The requesting party shall then have the first option of buying out the notified party. The requesting party shall have 120 days from that point to pay the notified party their due equity.
- iii. If the notified party does not tender payment within 120 days *and* the requesting party does not tender payment within 120 days from the date of the notified party's notice that they cannot or shall not tender payment, OR if the requesting party does not wish to buy out the notified party, then the Residence shall be immediately listed for sale.

33. Calculation of Equity Interest. For purposes of any buyout the value of the

Residence shall be calculated as follows:

- a. Upon the sale of the home, net proceeds shall be divided equally, after paying all realtor fees, closings costs, and retiring the mortgage
- b. If one party wishes to retain full ownership:
 - i. Determine the fair market value of the Residence.
 - ii. Subtract seven percent (7%) of the fair market value to account for estimated costs of a hypothetical sale.
 - iii. Subtract the outstanding mortgage balance and any other agreed liens against the Residence.

- iv. The remaining amount shall constitute the net equity in the Residence.
- v. The equity interest shall be fifty percent (50%) of the net equity.
- c. Either party may request a re-evaluation of the fair market value of the Residence during the 120 day period if it seems the value has changed more than 5%. If this process is enacted, the notified party shall have a minimum of 45 days from the time a new value is established to provide payment.

34. First Option. If in the future one party buys out the other party's interest and becomes the sole owner of the Residence, but later wishes to sell the Residence, the other party shall have first option to purchase the house at fair market value, minus 6%. The owner party shall notify the non-owner party of their intent to sell. The non-owner party shall then have 30 days to assert their intent to purchase the Residence. The non-owner party shall then have 90 days to tender payment and complete the transaction, unless the parties agree on a longer timeline.

OTHER PROPERTY & ASSETS

35. Vehicles. The parties' vehicles shall be divided as follows:

- a. Brian shall retain ownership of the 2015 Tesla Model S and Sara shall retain ownership of the 2015 Toyota Sienna, both of which are paid off.
- b. Both parties shall sign any documents needed to facilitate the transfer of titles of the vehicles.

36. **Retirement Accounts.** The parties shall each keep the retirement accounts in their own names. Neither shall have any claim to the other's accounts, either now or in the future.

37. **Business Interests.** Each party shall keep any businesses registered in their own names and be the exclusive owner of any assets, debts, intellectual properties, or goodwill associated with the businesses. The parties shall update their Articles of Incorporation or other organizing documents to reflect their sole ownership of their respective businesses.

38. **Cash & Savings Accounts.** The parties have various cash and savings accounts that are considered marital property. They shall divide the money in these accounts as agreed.

39. **Debts.** With the exception of the mortgage debt described above, the parties have no shared marital debts. Any other debts not disclosed herein shall remain the property of the person whose name it is in. Both parties shall hold the other harmless from any penalties associated with such debts.

40. **Personal Property.** All other personal property shall be divided as the parties agree.

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

42. **Trust.** The parties shall timely update their joint trust “The Southwick Family Revocable Trust” dated 25 July 2023 to reflect the terms of this agreement and the Decree of Divorce resulting from this agreement.

OTHER

43. **Maiden Name.** Sara Ann Southwick’s surname was Baird prior to the marriage. She shall have the option of restoring her name to Sara Ann Baird, should she so desire.

44. **Dispute Resolution.** If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this 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.

45. **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.

46. **Divorce Education.** The parties shall take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is signed.

47. **Drafting.** Both parties contributed to the drafting of this 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.

48. 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 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.

49. Attorney's Fees and Costs. Each party shall be ordered to assume his or her own legal fees incurred in this action.

50. Final Stipulation. This 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 this 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 this stipulation.

END OF ORDER

– Signature of Judge Appears at Top of First Page –

APPROVED AS TO FORM AND CONTENT:

/s/Brian Wayne Southwick

BRIAN WAYNE SOUTHWICK,

Petitioner

*Signed by Robert M. Jepson with
written permission obtained on 9/4/2026*

/s/Sara Ann Southwick

SARA ANN SOUTHWICK,

Respondent

*Signed by Robert M. Jepson with
written permission obtained on 9/4/2026*