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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> ADARA SHEA BRUECK and ERIC ROBERT BRUECK	DECREE OF DIVORCE Case No. 264401063 Judge Derek K. Pullan Commissioner Marian Ito
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The above-entitled matter has been presented to the Court. Adara Shea Brueck is represented by Theodore G. Davis of the law firm of Davis Law Office. Eric Robert Brueck is represented by Katrina Redd. Based upon the Stipulation and the Findings of Fact and Conclusions of Law, the Court therefore enters this Decree of Divorce. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

- Residency.** Petitioner and Respondent are bona fide residents of Utah County, State of Utah, and have been for more than three months immediately prior to the filing of this action.
- Marriage Information.** Petitioner and Respondent were married on October 17, 2014 in Toquerville, Washington County, State of Utah, and the bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and each Party is hereby

awarded a Decree of Divorce from the other, to become absolute and final upon entry by the Court.

3. **Grounds.** The parties have experienced irreconcilable differences in their marriage and there is no chance of reconciliation. The parties request that this Court order that the marriage be dissolved.

4. **Children.** The parties have two (2) children born or adopted of this marriage, all of whom are minors, to wit:

a. W.K.B., born in September of 2017; and

b. M.V.L.B., born in January of 2020.

5. Pursuant to Utah Rule of Civil Procedure 100(a), there are no proceedings involving custody, criminal, protective orders, or delinquency involving the above-named minor children in juvenile court or any other venue.

6. **Jurisdiction.** Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §81-11 et seq. (1953 as amended), in that Utah is the home state of the minor children at the time of commencement of this proceeding.

7. **Legal Custody.** Each of the parties being fit and proper persons, the parties shall have joint legal custody of the minor children.

a. The parties shall discuss all major decisions concerning the children including their health, education, and general welfare, daycare, medical and dental treatment, and therapy.

b. To accomplish this, the parties shall use the following decision-making procedure:

(1) Identify the issue; (2) meaningfully discuss possible solutions and respond to any

inquiries within 48 hours; (3) Consult with any applicable and available experts in the relevant area of dispute; and (4) Choose the most sensible solution that considers the needs and interests of everyone involved. (5) If the parties reach an impasse, they shall attend mediation to try to resolve the issue.

c. If the parties do not resolve the issue in mediation, either party may seek Court review and intervention.

d. Unless the parties agree or the court orders otherwise, the children shall continue to attend the schools which they are currently attending, and any feeder schools.

8. **Physical Custody and Parent Time.** The parties are awarded joint physical custody of the minor children, with parent time as the parties agree. If the parties do not agree, parent time shall be pursuant to Utah Code Ann. §81-9-305, as follows:

a. Parent time shall be on a week on/week off basis.

b. Exchanges shall be on Sundays at 5:00 p.m.

c. In addition, each party shall be entitled to a mid-week visit with the minor children, on Thursdays starting at 3:00 p.m. and ending at 6:00 p.m.

d. If either party permanently relocates more than one hundred fifty (150) miles from their current location, or any distance in which equal physical custody would become burdensome or unworkable, that party shall follow the provisions of Utah Code Ann. §81-9-209 and *Ross v. Ross*.

9. **Transportation.** Exchanges shall be as the parties agree. If the parties cannot agree, the following shall apply:

- a. The receiving parent shall pick up the minor children from the other parent's residence unless the parties agree otherwise.
- b. School-to-school exchanges shall be utilized when necessary.
- c. Both parties shall be civil and shall avoid confrontation during parent exchanges. The parties shall ensure that any third parties (including spouses, other children, extended family members, etc.) are civil and avoid confrontation during parent exchanges.
- d. A spouse, grandparent, or other responsible third party known to the minor children and both parties may pick up or drop off the minor children for exchanges.

10. Holiday Parent Time. Holiday parent time shall be as the parties agree. If the parties cannot agree, holiday parent time shall be based upon Utah Code Ann. §81-9-303, as set forth herein:

- a. The parties have chosen to remove Juneteenth from their holiday parent time calendar.
- b. The parties have chosen to include Veteran's Day as a holiday and Father shall have the children every Veteran's Day from the end of the children's school, or 8:00 a.m. if school is not in session, until 6:00 p.m.
- c. The parties will follow the calendar of the school district in which the children are enrolled for holidays related to school breaks.
- d. Holiday parent time shall take precedence over regular parent time, and both parties shall be restrained from interrupting the other's holiday parent time.

- e.** If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the children's attendance at school for that school day.
- f.** If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are dismissed for the holiday and ending the evening before any child returns to school.
- g.** 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:

 - i.** the holiday schedule for Mother's Day or Father's Day;
 - ii.** the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;
 - iii.** the holiday schedule for any holiday that is not Mother's Day, Father's Day, or the child's birthday;
 - iv.** extended parent-time; and
 - v.** the schedule for weekday or weekend parent-time.
- h.** A parent exercising parent-time for a child's birthday may bring other siblings along for the child's birthday.

- i. Unless the parties agree otherwise, holiday parent time shall be according to the following modified schedule:

Holiday	Holiday Time Period	Years Father is Granted Holiday	Years Mother is Granted Holiday
Dr. Martin Luther King Jr. Day	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. Holiday ends upon delivering of the minor child to school on the day that school resumes.	Odd years	Even years
Presidents' Day	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. Holiday ends upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Spring Break	Holiday begins at: (a) the time 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.	Odd years	Even years

	Holiday ends upon delivering the minor child to school on the day that school resumes.		
Memorial Day	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. Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years
Mother's Day	Holiday begins at 5:30 p.m. on the day before Mother's Day. Holiday ends on Mother's Day at 8:30 p.m.		All years
Father's Day	Holiday begins at 5:30 p.m. on the day before Father's Day. Holiday ends on Father's Day at 8:30 p.m.	All years	
Independence Day	Holiday begins on July 3rd at 5:30 p.m. Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	Holiday begins on July 23rd at 5:30 p.m.	Even years	Odd years

	Holiday ends on July 25th at 8:30 p.m.		
Labor Day	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. Holiday ends: (a) upon delivering the minor child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Odd years	Even years
Fall Break	Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday. Holiday ends upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Halloween	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. Holiday ends at 8:30 p.m. on the same day the holiday begins.	Odd years	Even years

Thanksgiving	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. Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Winter Break (First Half)	Holiday begins at: (a) the time that school is dismissed 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. Holiday ends on December 27th at 8:30 p.m.	Even years	Odd years
Winter Break (Second Half)	Holiday begins on December 27th at 8:30 p.m. Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Odd years	Even years
Day of Minor Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Minor Child's	Holiday begins at 3 p.m. Holiday ends at 8:30 p.m.	Odd years	Even years

Birthday			
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11. Summer Parent Time. Summer extended parent time shall be as the parties agree. If the parties cannot agree, summer parent time shall be as follows:

a. Each parent shall be entitled to two (2) weeks of uninterrupted summer extended parent time.

b. Each parent shall provide notice of their intended extended summer parent time.

During odd-numbered years, Father shall have first option and shall provide notice of his intended extended summer parent time by April 1 and Mother shall provide notice of her intended extended summer parent time by April 15. During even-numbered years, Mother shall have first option and shall provide notice of her intended extended summer parent time by April 1 and Father shall provide notice of his intended extended summer parent time by April 15.

c. If a parent fails to provide notice as set forth herein within the applicable time period, the non-complying parent loses their priority and the complying parent may schedule their own extended summer parent time.

12. Virtual Parent Time. Each party may have reasonable and uncensored phone contact with the children while they are with the other parent, as follows:

a. The children may call or text either parent at reasonable times and for reasonable durations.

b. Both parties shall be supportive of virtual parent time with the other parent.

c. Neither party shall use virtual parent time as a means of manipulating or otherwise trying to coerce the children's behavior in any way.

d. Either party will be entitled to initiate a phone or video call with the children twice per week at reasonable times and for reasonable durations. Unless the parties agree otherwise, these phone or video calls shall be on Tuesday and Saturday evenings.

13. **Right of First Refusal.** Parental care is presumed to be better than surrogate care. Each party 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 overnight or longer during parent time, the other parent shall be entitled to parent-time if that parent is personally available and willing to provide direct care and transportation. The parent exercising parent time under the right of first refusal shall (a) provide all transportation to and from parent time and (b) provide direct parental care.

14. **School Fees; Extracurricular Expenses.** The parties shall be equally responsible for the children's school fees and extracurricular expenses as follows:

a. All mandatory school fees, not including private school tuition and fees, shall be divided equally between the parties.

b. The parties shall be equally responsible for any extracurricular activities that are agreed upon in writing by both parties. Neither party may obligate a child to an unapproved extracurricular activity which infringes on the parent time of the other parent.

c. If a party does not consent to an extracurricular activity, that party is not required to pay half of the cost of that activity and is not required to take the child to activity events during their parent time.

d. Each party shall, during their respective parent time, ensure that the children get to and from their agreed-upon activities, practices, games, etc.

15. **Parenting Plan.** The parties shall adopt the Advisory Guidelines pursuant to Utah Code Ann. §81-9-202 unless otherwise stated herein. In addition, the parties shall adopt the guidelines as follows:

a. Both parties shall have access to the children's educational, church, and other records and shall include the other party as the parent on such records. The parties shall notify one another within twenty-four (24) hours of receiving notice of all significant 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;

b. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the children's schoolwork, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;

c. The parties shall notify the other parent of major injury or illness involving the children as soon as reasonably possible;

d. The parties shall provide each other with the names and telephone numbers of teachers, coaches, and others who work with the minor children at school, medically, or otherwise, and shall encourage such teachers, coaches, and others to add both

parents to email and communication lists, so that each party can initiate their own relationship with these professionals;

e. The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their minor children;

f. The parties shall notify the other parent of any change of address, email address, cell phone number, and telephone number within twenty-four (24) hours of the change;

g. The parent who has the children in his or her care may make minor day-to-day decisions regarding the children without having to consult with the other parent;

h. For emergency purposes, whenever the children travel with either parent overnight or longer, or outside the State of Utah, the following shall be provided to the other parent prior to departure: (1) an itinerary of travel dates; (2) destinations; (3) places where the children or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the children's location;

i. Before leaving the United States with the children, the parent taking the minor children will give the other parent at least thirty (30) days' notice. The parties shall cooperate in obtaining passports for the minor children. The party who pays for the passports shall keep the passports in their possession, but shall make them available to the other parent in the event that parent desires to travel with the minor children outside the United States and requests them;

- j.** The parties shall work together in a reasonable manner to accommodate each other and to provide the children consistency and stability;
- k.** 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 parent-time schedule;
- l.** The parties shall not put the children in the middle. The parties shall not discuss case-related adult issues including any legal or financial-related issues with the children pertaining to this legal matter;
- m.** The minor children shall not be used as messengers;
- n.** The parties shall maintain safe and appropriate sleeping and living accommodations for the children. Each child shall have their own bed when staying with either parent;
- o.** Neither parent shall question the minor children about the other parent's activities, personal relationships, or how the other parent spends his/her time or money. Each parent shall be supportive and respectful of the other parent in the presence of the minor children;
- p.** The party with the minor children in his/her care shall be responsible for ensuring the minor children's homework is complete and transporting the minor children to and from school on time; and

- q. Communication regarding the minor children shall be directly between the parents and shall not involve third parties;
- r. Neither party shall consume illegal drugs, misuse prescription drugs, or consume alcohol to excess during their respective parent time, nor will they allow other third parties to violate this provision in the presence of the children; and
- s. Neither party shall introduce the children to a romantic partner unless the relationship has been exclusive for a period of at least four (4) months. If a romantic relationship reaches that point, the party in such a relationship shall notify the other parent and provide identifying information as to the romantic partner (including name, birth date, and address) at least fourteen (14) days prior to introducing the children to him or her;
- t. While the children are minors, neither party shall have roommates who are unrelated to that party. An overnight visit from a romantic partner in an exclusive relationship with a party for more than six (6) months would not violate this provision;
- u. The parties shall ensure that the children follow all required safety laws and rules pertaining to seat belts, child seats, booster seats, helmets, and the like; and
- v. The parties shall use their best reasonable efforts to follow the dietary guidelines for the minor children which they have been following and any which may be recommended by the children's health care providers hereafter.

16. **Mutual Restraining Order.** The parties stipulate and shall follow the mutual restraining order:

- a.** Both parties shall be 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, name calling, speaking derogatorily about the other parent online or in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preferences regarding custody or visitation.
- 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 shall be restrained from discussing divorce issues in front of the children or allowing a third party to do so. The parties shall also be restrained from discussing the children's relationships with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information. Neither party shall request or encourage the children to hold back information from the other party which shall otherwise be divulged to the other party by the other parent.
- d.** Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes: (i) an unreasonable number of texts, emails, phone calls, or other contact between one parent and the other at any time; or (ii) unreasonable contact between parent and children during the other parent's parenting time.

e. Both parties shall be mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the children from such circumstances.

f. Unless otherwise agreed by the parties in writing, both parties shall be mutually restrained from going to the residence of the other party, except for child pickup or drop-offs.

g. Neither party shall use the other party's likeness, picture, name, or identification to denigrate or criticize the other party on any social media platform. If such denigration or criticism has already occurred, the party placing such items on social media shall remove such postings immediately.

h. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

17. **Child Support.** Child support shall be based on Utah Child Support Guidelines and the Child Support Worksheet(s) attached hereto. For purposes of the Stipulation, Father's monthly gross income is \$21,728 and Mother's imputed monthly gross income is \$3,466. Father's monthly child support obligation under the guidelines for two (2) minor children is established as \$1,208.

a. Child support shall be payable one-half on the 5th day of each month and one-half on the 20th day of each month unless the parties otherwise agree.

- b.** Child support for each child shall continue until the child turns eighteen (18) or graduates from high school at the regular age, whichever occurs later.
- c.** Child support shall begin October 1, 2026.
- d.** If child support is ever more than thirty (30) days late, payor's income may be subject to income withholding by ORS in accordance with the Utah Code.
- e.** Both parties waive any claim they may have to past child support.

18. Medical, Dental and Other Healthcare Expenses. In accordance with Utah Code Ann. §81-6-208, insurance for the medical, accident, vision, and dental expenses of the minor children shall be provided by the party which can obtain the best such coverages if it is available at a reasonable cost. Currently, Father is the party that can obtain the best coverage and it is available to him at a reasonable cost.

- a.** If, at any time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be considered the primary coverage for the child, and the health, hospital, or dental insurance plan of Mother shall be considered the secondary coverage for the child.
- b.** Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the 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.

- c.** 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.
- d.** Each parent who has obtained insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, 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.
- e.** Each 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. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.
- f.** The parties shall follow Utah Code Ann. §15-4-6.7. Pursuant to Utah Code Ann. §15-4-6.7, §81-3-105, and §81-4-501, when a court order has been entered providing for the payment of medical and dental expenses of a minor child pursuant to Utah Code Ann. §81-9-302, §81-4-204, or §81-6-208, or an administrative order under §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical and dental 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 Utah Code Ann. §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.

g. The parties have a Health Savings Account (HSA) in Father's name which has a current balance of \$2,964. This account shall be used for any out-of-pocket expenses incurred for the children and that no reimbursements shall be requested or paid for such expenses until that sum has been expended. Any amounts deposited into the account following execution of the Stipulation shall belong to Father.

19. Childcare Expenses. The parties shall each be responsible for any childcare expenses incurred during their respective parent time.

a. Where feasible, the parties shall cooperate to give each other the first right of refusal to provide childcare, or to utilize family members to provide such care prior to employing paid childcare.

b. Family childcare shall be sought before paid childcare.

20. Tax Exemptions and Credits. Tax exemptions for the minor children shall be awarded as follows:

a. Starting with tax year 2026, Father shall claim W.K.B., and Mother shall claim M.V.L.B.

- b.** If there is only one dependent child, Mother shall claim that child for odd tax years and Father shall claim that child for even tax years.
 - c.** If, on December 31 of any year, either party is behind on any support payments ordered pursuant to the Stipulation, that party shall waive their right to claim any minor children for that year.
 - d.** The parties shall follow all IRS guidelines as to filing status.
- 21. Alimony.** Given the income disparity of the parties and the distribution of assets hereunder, Mother shall be awarded alimony from Father as follows:
 - a.** Mother shall be awarded alimony in the amount of \$2,792 per month for a period of seventy-two (72) months.
 - b.** Alimony payments shall begin October 1, 2026.
 - c.** Alimony shall be payable one half on the 5th day of each month and one half on the 20th day of each unless the parties otherwise agree.
 - d.** Alimony shall continue until the first to occur of:
 - i.** The death of Father or Mother;
 - ii.** Mother's remarriage or cohabitation; and
 - iii.** The final alimony payment due for September 2032.
 - e.** Both parties waive any claim they may have for past spousal support.
- 22. Real Property.** During the course of the parties' marriage, the parties acquired certain real estate located at 704 East 180 North, Salem, Utah 84653 (the "Home"). The Home shall be awarded to Father, subject to his payment to Mother of fifty percent (50%) of the equity in the Home as set forth herein:

- a.** Father shall have exclusive access to reside in the Home. Father shall be solely responsible to pay the monthly mortgage payment, insurance, and taxes for the Home.
- b.** Mother shall vacate the Home on or before September 30, 2026.
- c.** The parties shall cooperate to have the Home appraised by a licensed real estate appraiser. Within seven (7) days of the date of the Stipulation, Father shall provide the names of not fewer than three (3) licensed real estate appraisers to Mother, through counsel. Within seven (7) days of Mother's receipt of Father's list, Mother shall select one of the appraisers listed thereon. The parties shall equally divide the cost of the appraisal.
- d.** The equity in the Home shall be determined by taking the appraised value determined by the appraiser, less the then-current balance of the mortgage against the Home.
- e.** Father shall pay to Mother one-half of the total equity in the Home on or before the date which is ninety (90) days following the date of the appraisal report generated by the appraiser.
- f.** Father shall have one (1) year following entry of the Decree to remove Mother's name from the mortgage against the Home.
- g.** If Father fails to pay Mother her share of the equity or to remove Mother's name from the mortgage against the Home by their respective due dates, the Home shall be listed with a licensed Realtor of Father's choosing. Both parties shall have access to the Realtor and be informed of all offers, counteroffers, and other matters pertaining to sale of the Home.

h. The parties shall follow the recommendations of the Realtor as to listing price, Home presentation, and other matters. Unless both parties agree in writing otherwise, the parties shall accept the first reasonable offer received, meaning the first offer that is equal to or greater than ninety-five percent (95%) of the listing price.

i. If the Home is sold, the proceeds shall be applied as follows:

i. First, to pay any sales commissions and closing costs due from the parties;

ii. Second, to pay off any mortgage or other loans outstanding against the Home; and

iii. Third, to pay to Mother her share of the equity as set forth in Paragraph 22(d), less Mother's share of the marital debt as set forth in Paragraph 25(f) below; and

iv. Fourth, the remaining proceeds, if any, shall be paid to Father.

j. Upon payment in full of Mother's share of the equity, or as part of the escrow transaction for sale of the Home, Mother shall execute a quitclaim deed pursuant to the terms of the Stipulation.

k. While any amount remains due and owing to Mother under this Paragraph, Mother shall have an equitable lien against the Home for the total, unpaid amount of her equity.

l. Neither party shall further encumber the Home while any portion of Mother's equity remains due and owing.

23. Vehicles. The parties own certain vehicles, which shall be divided as follows:

- a. Mother shall be awarded the 2021 GMC Sierra pickup and the Featherlight horse trailer. Mother shall assume all payment obligations for these vehicles.
 - b. Father shall be awarded the 2008 Chevrolet 2500 pickup, the 2021 Honda Pioneer side by side, and the Carry On flatbed trailer. Father shall be responsible for all payment obligations for these vehicles.
 - c. Both parties shall cooperate to remove the other from title and refinance any vehicle awarded to them in which the other party is named no later than thirty (30) days after payment of Mother's equity in the Home to Mother.
 - d. If either party becomes fifteen (15) days late on a payment for which the other party is on the loan, that item shall be immediately placed for sale and sold to satisfy the loan. The party awarded that vehicle shall be solely entitled to all sale proceeds and shall be solely obligated for any deficiency upon such sale. If a party chooses to sell any personal property awarded to him/her, or when a party refinances, the other party shall fully cooperate in that process, including by signing all requisite documents.
 - e. Each party shall maintain and pay for their own automobile insurance policy.
 - f. Each party shall indemnify and hold the other harmless from any vehicle(s) awarded to him/her.
 - g. Each party shall indemnify and hold the other harmless from any liability associated with any accidents involving vehicles awarded to that party.
24. **Personal Property.** During the course of the marriage relationship, the parties have acquired certain personal property. That personal property shall be divided as follows:

a. Mother shall be awarded the following items:

- i.** Any of her personal effects, clothing, and gifts;
- ii.** Any of her pre-marital personal property;
- iii.** The removable barn;
- iv.** The Hay Hut;
- v.** All of Mother's horse tack and equipment;
- vi.** Mother's horse, Hank;
- vii.** M.V.L.B.'s pony;
- viii.** Mother's books and bookcases;
- ix.** The queen bedroom set and queen bedding;
- x.** The immersion blender;
- xi.** The book room and entry way rugs;
- xii.** The 75" television;
- xiii.** The Vizio 55" television;
- xiv.** The family cats and cat supplies;
- xv.** The snow blower;
- xvi.** Two Amazon Fire Sticks;
- xvii.** One-half of the chickens;
- xviii.** M.V.L.B.'s dresser;
- xix.** All of her personal hair and cosmetic items;
- xx.** The small deep freezer;
- xxi.** The hanging jewelry box/mirror;

- xxii.** The pink recliner;
- xxiii.** The guns gifted to or won by Mother;
- xxiv.** Any ammunition pertaining to the .38 caliber, and one-half of the ammunition pertaining to Mother's 9 mm handgun;
- xxv.** The computer chair;
- xxvi.** One-half of the office supplies; and
- xxvii.** Her dog, Oakley.

b. Father shall be awarded the following items:

- i.** Any of his personal effects, clothing, and gifts;
- ii.** Any of his pre-marital personal property;
- iii.** Any jewelry that belonged to his grandmother;
- iv.** The roto-tiller;
- v.** The large deep freezer; and
- vi.** His dog, Remi.

c. As for all other items of personal property, the parties shall divide those items hereafter.

d. If there is any dispute regarding an item of personal property, the disputed item shall remain in the Home pending mediation or court order, and the parties shall return to a low cost or free mediation prior to seeking court approval.

25. Debts. During the marriage, Mother and Father acquired certain debts. Division and payment of those debts shall be as set forth herein:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
Mortgage on Home	Balance	Father

Loan on the 2021 GMC Sierra	Balance	Mother
Loan on the 2021 Honda Pioneer side by side	Balance	Father
American Express credit card #1004	Balance	Father
USAA Federal Savings Bank consolidation loan	\$31,769	Father
Mother's student loans	Balance	Mother
Credit cards in Father's name	Balance	Father
Credit cards in Mother's name	Balance	Mother

- a. Responsibility for the debts set forth above begins on October 1, 2026.
- b. Neither party will incur any additional liability on joint debts.
- c. Except as otherwise set forth herein, any debts incurred since the date of separation, shall be the sole responsibility of the party who incurred the debt.
- d. Any joint debts later discovered and not addressed herein shall be the responsibility of the party who incurred the debt.
- e. Each party shall indemnify and hold the other party harmless from any debts awarded to him or her.
- f. Both parties shall cooperate to pay off any debts on which the other party is listed or to remove the other from any debt awarded to them in which the other party is named no later than thirty (30) days after payment of Mother's equity in the Home.
- g. Mother shall be responsible for the amount of \$17,865.50 of marital debt assigned to Father. This sum shall be deducted from Mother's equity in the Home.

26. Financial Accounts. During the course of the marriage the parties acquired joint bank and savings accounts. Each party shall be awarded any accounts in their own names. Any joint accounts shall be used for the mortgage payment, utilities on the Home, and regular household expenses until September 30, 2026. Father's paychecks shall continue to be deposited into the

joint accounts until September 30, 2026. On October 1, 2026, any remaining balance in any joint accounts shall be equally divided between the parties and the accounts shall be closed.

27. **Retirement.** During the course of the marriage, Father opened and added to a 401(k) retirement account, which was cashed out during the marriage. Each party shall be awarded any retirement accounts in their own name.

28. **Maiden Name.** If she so chooses, Mother shall be entitled to legally change her name to her maiden name of ADARA SHEA ANDERSON.

29. **Dispute Resolution.** If a dispute arises between the parties, they shall return to mediation prior to filing an action in court. Enforcement or emergency actions may be filed directly with the court without mediation.

30. **Cooperation.** Petitioner and Respondent shall cooperate with each other, through counsel or otherwise, to effect changes in titles to property agreed to be divided, to change the names and responsibilities for payment upon the charge accounts and other debts divided, to divide automobile insurance policies, and to cooperate in every other way necessary or proper to ensure that the Decree of Divorce is fully satisfied.

31. **Attorney Fees.** Both parties shall pay their own attorney's fees in this matter.

**[THIS ORDER IS EFFECTIVE WHEN DIGITALLY SIGNED AND
DATED ABOVE ON TOP OF PAGE ONE]**

APPROVED AS TO FORM

/s/ Katrina Redd – electronically signed with permission
Katrina Redd
Eric Robert Brueck

CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of September 2026, a true and correct copy of the foregoing, *Decree of Divorce*, was served to the following:

Katrina Redd
E-filing

/s/ T. Davis