The Order of the Court is stated below:
Dated: November 15, 2026 06:13:39 PM **/s/** DENISE M PORTER
District Court Judge

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IN THE FOURTH DISTRICT COURT IN AND FOR UTAH COUNTY, STATE OF UTAH	
In the Matter of the Marriage of: KARA MICKELSEN, Petitioner, and OAKLEY MICKELSEN, Respondent.	**DECREE OF DIVORCE** Case No. 264401412 Judge: Denise M. Porter Commissioner: Marian Ito

The Court, having reviewed the Stipulation and Property Settlement Agreement dated November 5, 2026 (the "Agreement") submitted by the parties, being fully advised of the record, and finding that the stipulated custody and parent-time arrangements are appropriate and in the best interests of the minor children, HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The parties are residents of Utah County, State of Utah, and have been for three months immediately prior to filing this action.

2. During the marital relationship the parties have resided in the state of Utah and this court has jurisdiction over the parties pursuant to Utah Code 81-4-402(1)(a).

3. Kara Mickelsen and Oakley Mickelsen were married on June 27, 2020 in Spanish Fork, UT, and remained married until entry of this Decree. The parties separated on or about April 2026.

4. The parties have two minor children born as issue of their marriage, to wit: B.M.M. born on October 2019 and W.B.M. born on February 2024.

5. Pursuant to Utah Code 81-11-101(6), Utah is the home state of the parties' minor children and has jurisdiction to make an initial custody determination under Utah Code 81-11-201(1)(a), in that the children have lived in Utah with a parent for at least six consecutive months immediately prior to the commencement of this action.

6. During the course of the marriage, the parties have experienced irreconcilable differences that have prevented the parties from pursuing a viable marriage relationship. Kara Mickelsen and Oakley Mickelsen are granted a divorce on the ground of irreconcilable differences, and their marriage is dissolved.

7. The original Petition for Divorce was filed as a Tier 4 domestic case.

MINOR CHILDREN

8. Neither party is receiving any public assistance for the benefit of the dependent children.

9. Pursuant to Utah Rule of Civil Procedure 100(a), based on the parties' representations upon information and belief, the Court finds that there are no proceedings for custody, child support, or parent-time; a protective order; or a criminal or delinquency case in regard to the above-named minor children filed or pending in the Juvenile Court of this or any other state.

10. **Custody**: The parties have historically shared in the day-to-day responsibility and care for the minor children. Therefore, it is in the best interests of the parties' minor children that they be awarded joint physical custody.

11. It is in the best interests of the minor children that the parties share joint legal custody. A parenting plan is included herein.

12. Parent-Time: The parties shall share parent-time equally, or as they otherwise agree. If the parties do not agree, then parent-time shall be shared on a 50/50 basis. The Court finds that the statutory requirements of Utah Code 81-9-305 have been met to support the equal parent-time schedule. Regular parent-time shall be on a rotating two-week basis with parent-time exchanges occurring on Monday evenings after school or daycare, or if there is no school or daycare, at 6:00 pm. This schedule is represented visually as follows:

	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**	**Sunday**
Wk1	Mom	Mom	Mom	Mom	Mom	Mom	Mom
Wk2	Dad	Dad	Dad	Dad	Dad	Dad	Dad

13. Reasonable Accommodations: The parties shall reasonably cooperate with one another regarding temporary modifications to the parent-time schedule. Each party shall make reasonable efforts to accommodate requests for minor schedule adjustments when doing so is practical and in the best interests of the children. Nothing herein shall require either party to agree to a modification that would create a substantial hardship or unreasonably interfere with that party's plans.

14. Holidays and Summer Parent-Time: The holiday and summer parent-time visitation shall be as the parties agree. If the parties cannot agree, then holiday parent-time shall be consistent with Utah Code 81-9-305 with Kara Mickelsen being designated as the custodial parent (for the purpose of interpreting the holiday and summer parent-time schedule only). This designation has no other meaning or effect and does not give either party any greater right or decision-making authority. The parties share joint legal custody and joint physical custody of the children as set forth above.

15. Each year, a parent may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session. Each parent shall

provide notice of their plans to exercise extended parent time pursuant to Utah Code 81-9-305 as follows:

a. **Odd Years**: Noncustodial parent shall provide notice to the custodial parent by any time before May 1; and the custodial parent shall provide notice to the noncustodial parent after May 1.

b. **Even Years**: Custodial parent shall provide notice to the noncustodial parent any time before May 1; and the noncustodial parent shall provide notice to the custodial parent after May 1.

c. A parent shall make a designation at least 30 days before the day on which the designated two-week period begins.

d. The two consecutive weeks described take precedence over all holidays except for Mother's Day and Father's Day.

16. The holiday parent-time schedule provided in Utah Code 81-9-305 is as follows:

Even Years	**Odd Years**	**Holiday and Time**
Mom	Dad	**Martin Luther King Jr. Holiday** (1) Holiday begins Friday at: a. 9:00 am if school is not in session and the parent can be with the child; b. The time that school is regularly dismissed; or c. 6:00 pm at the election of the parent granted the holiday. (2) Holiday ends at 7:00 pm on the day before school resumes.
Dad	Mom	**President’s Day** (1) Holiday begins Friday at: a. 9:00 am if school is not in session and the parent can be with the child; b. The time that school is regularly dismissed; or c. 6:00 pm at the election of the parent granted the

		holiday. (2) Holiday ends at 7:00 pm on the day before school resumes.
Mom	Dad	**Spring Break** (1) Holiday begins at 6:00 pm on the day that school dismisses for spring break. (2) Holiday ends at 7:00 pm on the day before school resumes.
Dad	Mom	**Memorial Day** (1) Holiday begins Friday at: a. 9:00 am if school is not in session and the parent can be with the child; b. The time that school is regularly dismissed; or c. 6:00 pm at the election of the parent granted the holiday. (2) Holiday ends at 7:00 pm on the day before school resumes.
Dad	Mom	**Juneteenth National Freedom Day** (1) Holiday begins at: a. 6:00 pm on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or b. 9:00 am on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6:00 pm on the day following Juneteenth National Freedom Day.
Mom	Dad	**Independence Day (July 4th)** (1) Holiday begins on July 3rd at 6:00 pm. (2) Holiday ends on July 5th at 6:00 pm.
Dad	Mom	**Pioneer Day (July 24th)** (1) Holiday begins on July 23rd at 6:00 pm. (2) Holiday ends on July 25th at 6:00 pm.
Mom	Dad	**Labor Day** (1) Holiday begins Friday at: a. 9:00 am if school is not in session and the parent can be with the child; b. The time that school is regularly dismissed; or c. 6:00 pm at the election of the parent granted the holiday. (2) Holiday ends at 7:00 pm on the day before school resumes.
Dad	Mom	**Columbus Day** (1) Holiday begins at 6:00 pm on the day before Columbus

		Day. (2) Holiday ends at 7:00 pm on Columbus Day.
Mom	Dad	**Fall Break** (1) Holiday begins at 6:00 pm on the day that school dismisses for fall break. (2) Holiday ends at 7:00 pm on the day before school resumes.
Dad	Mom	**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 4:00 pm if there is no school. (2) Holiday ends at 9:00 pm on the same day the holiday begins.
Mom	Dad	**Veteran's Day** (1) Holiday begins at 6:00 pm on the day before Veteran's Day. (2) Holiday ends at 7:00 pm on Veteran's Day.
Dad	Mom	**Thanksgiving** (1) Holiday begins on Wednesday at: a. 6:00 pm; or b. The time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7:00 pm on the night before school resumes.
Mom	Dad	**First Half of Winter Break** (1) Holiday begins at: a. 6:00 pm on the day that school dismisses for winter break; or b. The time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7:00 pm.
Dad	Mom	**Second Half of Winter Break** (1) Holiday begins on December 27th at 7:00 pm (2) Holiday ends at 7:00 pm on the night before school resumes.
Mom	Dad	**The day before or after child's birthday** (1) Holiday begins at 3:00 pm (2) Holiday ends at 9:00 pm

Dad	Mom	**Child's actual birthday** (1) Holiday begins at 3:00 pm (2) Holiday ends at 9:00 pm
Dad	Dad	**Father's Day** (1) Holiday begins on Father's Day at 9:00 am (2) Holiday ends on Father's Day at 7:00 pm
Mom	Mom	**Mother's Day** (1) Holiday begins on Mother's Day at 9:00 am (2) Holiday ends on Mother's Day at 7:00 pm

17. Transportation: Wherever possible, parent-time exchanges shall occur through the children's school/daycare, wherein the parent ending their parent-time timely drops the children off at school/daycare and the parent beginning their parent-time picks the children up from school/daycare. In all other instances, the parent beginning his or her parent-time shall be responsible for transportation and the exchanges shall occur curbside. In a curbside exchange, the retrieving parent shall remain within an arm's distance of their vehicle and the other parent shall remain within an arm's distance of their home. The parties are restrained from speaking to one another during the exchange. The parties shall be mindful of the importance of promptness when parent-time exchanges occur outside of the children's school/daycare.

18. If either party is unavailable to personally transport the children for a parent-time exchange, they may designate an appropriate and responsible person to provide said transportation. If a third party is providing transportation for the children, the parent who elected that individual shall immediately provide the other parent with that third party's name and contact information.

19. Right of First Refusal: Pursuant to Utah Code 81-9-202, parental care is presumed to be better for the children than surrogate care. Therefore, if either party is available when the other parent is not available to personally care for the child during their parent-time for a period

of more than four (4) hours, including overnight, they shall have the right of first refusal. Time at school during either parent's work hours does not trigger the right of first refusal.

20. A parent exercising the right of first refusal shall be solely responsible for picking the children up and dropping them back off.

21. Virtual Parent-Time: Both parents shall allow the minor children unmonitored phone access to the other parent for a reasonable duration and at reasonable hours.

22. Drugs and Alcohol: The parties shall be restrained from consuming illegal drugs or non-prescribed prescription drugs, or abusing prescription drugs at any time. The parties shall be restrained from abusing alcohol while the minor children are in their care or immediately prior to parent-time. If either parent suspects that the other parent is using illegal substances or non-prescribed prescription drugs, or abusing prescription drugs, they may request the other parent to submit to a drug test. Such testing shall include, at a minimum, an observed 7 panel drug test, or a hair follicle test if they have not completed any other drug tests within the last 12 months. Once requested, the drug test must be completed within 24 hours, if reasonably practical to do so. If the drug test is not completed within 24 hours, it shall be considered positive for illegal drugs. Such tests shall initially be at the expense of the requesting parent, subject to reallocation of costs described below.

a. The parent who submits to an observed 7 panel drug test or hair follicle test shall instruct the testing facility to release copies of the results to the requesting parent and shall execute any release forms required by the testing facility to effectuate this release of results.

b. If the drug test comes back positive for illegal drugs, any non-prescribed prescription drugs, or elevated levels of prescription drugs (above the level prescribed), then the parent who failed the test shall immediately reimburse the requesting parent for the cost of the test. Furthermore, that parent shall be restrained from exercising parent-time until they can affirmatively prove that they are no longer abusing any substances.

23. Address and Phone Number: The parties shall keep each other informed of their address and telephone number at all times.

CHILD-RELATED FINANCES

24. Child Support: Pursuant to Utah Code 81-6-203(6)(a), the parties stipulate to the following incomes for purposes of calculating child support. Kara Mickelsen is employed, and her income shall be imputed at full-time federal minimum wage, which is $1,257 per month. Oakley Mickelsen is employed full-time, and he stipulates that his income shall be imputed at $6,850 per month. Oakley acknowledges that this stipulated figure is greater than the current earnings shown in his financial declaration and pay records, and he agrees to it voluntarily so that the calculation reflects his full earning capacity, including his history of working additional hours.

25. Calculation: The parties share an equal parent-time schedule under Utah Code 81-9-305, and the joint physical custody worksheet shall be used. Pursuant to Utah Code 81-6-206(7), Kara Mickelsen, as the parent with the lower monthly adjusted gross income, is considered to have 183 overnights, and Oakley Mickelsen is considered to have 182 overnights. Based on a combined monthly adjusted gross income of $8,107, the base combined child support obligation table in Utah Code 81-6-304, and the calculation required by Utah Code 81-6-206,

Oakley Mickelsen's base child support award under the guidelines is approximately $513 per month.

26. **Deviation**: Based on the parties' stipulation, the Court finds under Utah Code 81-6-202(3) and (4)(a), that this child support order is a deviation from the child support guidelines and that limiting support to the guideline amount would be unjust, inappropriate, and not in the best interests of the children. Considering the factors in Utah Code 81-6-202(6), the Court approves the parties' agreed upward deviation to $700 per month for the following reasons: (1) the parties negotiated and agreed to $700 per month independent of the guideline calculation, and because that amount exceeds the base child support award, it is adequate under Utah Code 81-6-202(9); (2) the children divide their time equally between two homes, and the additional support keeps the standard of living in each household as close to equal as possible, so the children have comparable stability and resources in both homes; (3) Oakley earns substantially more than Kara, and the agreed amount reflects the relative income and earning ability of each parent; (4) the agreed amount helps Kara meet the transportation and travel costs that come with frequent exchanges under an equal parent-time schedule; and (5) Oakley has paid $700 per month since July 2026, both households have relied on that amount, and continuing it avoids disruption for the children. The child support worksheet submitted with the Decree of Divorce shall indicate the deviation and state these reasons, consistent with Utah Code 81-6-202(4)(b).

27. Amount: Oakley Mickelsen shall pay Kara Mickelsen child support of $700 per month, beginning November 1, 2026.

a. The child support will be paid until (1) a minor child reaches the age of majority or graduates from high school in the expected year of

graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated by court order under Utah Code Title 80, Chapter 7.

b. When a child is emancipated as described above, the child support for the remaining child shall be automatically recalculated under the child support guidelines, without the need to modify the child support order, using the incomes stated in the Child Support paragraph above and the child support table used for this order, consistent with Utah Code 81-6-213(2) and (3). The parties stipulate that this is a clear, self-executing automatic adjustment provision under Utah Code 81-6-212(2) that applies even though this order deviates from the guidelines. Based on those incomes, the recalculated support for one child is approximately $328 per month. This automatic recalculation does not limit either party's right to petition the court to adjust child support based on a substantial change in circumstances under Utah Code 81-6-212(3) and (4), or, if the child support order has not been issued or modified within the previous three years, to move the court to adjust child support under Utah Code 81-6-212(5).

c. This child support may be submitted to and administered by the Office of Recovery Services (ORS).

d. The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to Utah Code Title 26B, Chapter 9, Parts 3 and 4. Any Federal and State tax refunds or rebates due the

non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure will apply to existing and future payers.

e. Child support will be paid in two increments each month; half on the 5th and half on the 20th of each month.

28. **Credit for Payments Made**: Since July 2026, Oakley Mickelsen has paid Kara Mickelsen $2,800 in child support directly, and Kara acknowledges receiving those payments. Based on the parties' agreement and Kara's acknowledgment, the Court finds that those payments fully satisfy Oakley's child support obligation for July through October 2026, that no child support arrearage exists, and that no additional or retroactive child support is owed for any period before November 1, 2026.

29. Medical Insurance Coverage: The party with the best coverage shall maintain in force any and all health insurance for the minor children, when it is available at a reasonable cost and the insurance coverage is accessible to the children.

30. If at any time the children are covered by the insurance plans of both parents, Kara Mickelsen's plan shall be designated as primary coverage and Oakley Mickelsen's plan shall be secondary coverage for the children.

31. If a parent remarries and their dependent child is not covered by their insurance, but is covered by the step-parent's plan, the step-parent's plan shall be treated as if it is the plan of the remarried parent and shall retain the same designation for primary or secondary insurance as described above.

32. If the court or an administrative agency must determine which parent should be ordered to maintain insurance for medical expenses, the court or administrative agency may consider the:

a. Reasonableness of the cost;

b. Availability of a group insurance policy;

c. Coverage of the policy; and

d. Preference of the custodial parent.

33. The party who carries the insurance on the children shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the dependent children, and after initial enrollment on or before January 2 of each calendar year. That party shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

34. Medical Insurance Premiums: In accordance with Utah Code 81-6-208, both parties 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 for the family and is calculated by dividing the premium amount by the number of persons covered under the policy, and multiplying the result by the number of minor children of the parties. The insurance premium shall be automatically added to or subtracted from the child support obligation above.

35. Out-of-Pocket Medical Expenses: Each party shall pay one-half of all reasonable and necessary health, optical, hospital, dental, orthodontic, psychological, and other medical expenses of the parties' minor children including, but not limited to: out-of-pocket costs actually paid by either parent for the minor children's portion of health, optical, hospital, dental, orthodontic, psychological, and other medical insurance coverage and all reasonable and necessary uninsured health, optical, hospital, dental, orthodontic, psychological, and other medical expenses, including deductibles and co-payments, incurred for the dependent children and actually paid by either parent.

36. Either parent who incurs health, optical, hospital, dental, orthodontic, psychological, and other medical expenses for the parties' minor children shall provide written verification of the costs and payment for the expenses to the other parent within thirty (30) days of payment. The other parent shall reimburse them within thirty (30) days of receiving verification of payment. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision. Utah Code 81-6-208.

37. **Notice to Medical/Dental Expense Creditors**: Pursuant to Utah Code 15-4-6.7 and 81-3-105, when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code 81-6-202 or 81-6-208, or an administrative order under Utah Code 26B-9-224, 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 Utah Code 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.

a. Each party shall send a copy of the Decree of Divorce to the creditor of the particular medical or dental expense of the minor children;

b. Notify the particular creditor of that party's current address; and

c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under Utah Code 70C-7-107 or a 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 that parent under the order.

38. Childcare: Each party shall be responsible and liable for one-half of the reasonable childcare costs actually incurred each month as a result of parties' work. Both parties' portions of these childcare costs shall be paid directly to the childcare provider in a timely manner. If a family member is providing childcare, then it shall be presumed that those services are being provided free of charge. The parties shall provide written verification of the

cost and identity of the childcare provider to the other party, and shall promptly notify the other party of any changes.

39. **Taxes**: The parties shall each claim one child each year as tax exemptions and be awarded any tax credits related to the children for the purpose of calculating their State and Federal income taxes. For years in which there is one child available to be claimed as dependent for the purposes of credits or exemptions, the parties shall alternate years, with Kara Mickelsen claiming the child in odd years and Oakley Mickelsen claiming the child in even years.

40. Oakley Mickelsen's ability to claim the exemption/credits for the minor children shall be conditioned on his being current on December 31st of that tax year in his support obligations to Kara Mickelsen.

41. Upon reasonable advance notice and request, each party shall provide the other party a signed Internal Revenue Service 8332 form for any year where the other party is awarded the child for tax purposes.

42. Income Tax Returns for 2026: If the parties are still married on December 31, 2026, each party shall file a separate federal and state income tax return for 2026, using any filing status for which that party qualifies, unless the parties agree in writing to file jointly, and each party shall keep any refund and pay any balance owed on their own return. If the parties agree in writing to file a joint return for 2026, each party shall be solely responsible for any tax, interest, or penalty that results from income that party failed to report, or a deduction or credit that party improperly claimed, on that return, and each party shall promptly sign and provide any document reasonably necessary to file, amend, or respond to a taxing authority about that return.

43. **Extracurricular Activities**: If the parties have agreed in writing to the children's participation in an extracurricular activity, then they shall equally share the costs associated therewith. Neither party is obligated to facilitate the children's participation in an extracurricular activity during their parent-time if they did not agree to the children's involvement.

44. Education-Related Expenses: The parties shall be equally responsible for the children's agreed-upon or major educational-related expenses, such as enrollment fees, tutoring, and field trips. Each parent covers school lunches and clothing in their own home.

PARENTING PLAN

45. **Mutual Restraining Order**: The parties are restrained from disparaging the other party to or in the presence of the children and are to instruct third-parties to also be so restrained. Both parties are restrained from discussing the legal action or any adult topics with or in the presence of the children and are to instruct third-parties to also be so restrained.

46. The parties are permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

47. **Communication**: Each party is restrained from using a minor children as a messengers for any purpose. The parties shall share all information about the children regarding special events, homework assignments, parent-teacher meetings, report cards, medical events, and/or prescriptions to which the other parent may not have access. Information relating to the children shall be provided to the other parent as soon as practical.

48. The parties will communicate only regarding issues relative to the welfare of the minor children. The parties may use text message or a phone call. Any communication between the parties will be civil in nature and free from any disparaging comments, threats, or derogatory

language. The parties will refrain from sending multiple messages in a day and each party will make their best efforts to respond to any messages within 24 hours.

49. **Child Rearing**: The parties shall focus their attention on conversations about the children rather than each other. The parties shall encourage the children to understand that differences in parenting styles and households occur, and attempt to adapt to those differences without suggesting that the other parent is better or worse. The parties shall respect the other parent's right to establish an independent life with the children so long as it is not detrimental to the children's development.

50. In an effort to maintain some consistency and standards for discipline, the parties shall attempt to adopt behavior rules that will apply in both homes. This shall include: bedtime, homework, types of movies and video games the children are allowed to watch/play, and frequency of television and computer time. Should the children complain about a particular parent's rules for them, the explanation shall be that it must be resolved with the other parent so that the parents do not become an ally with the children in that regard. If it is perceived by one party that the discipline of the other is inappropriate, the discussion shall be had in a private and appropriate setting with the other parent, without going through the children.

51. **Medical Information**: Both parties have the right to obtain medical information on the minor children from healthcare providers directly without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for all medical and dental provider contact.

52. **Educational Information**: Both parties have the right to obtain educational information on the children directly from educators and counselors without the necessity of

going through the other party or getting their permission. Each party will be listed as a parent for the purposes of school contact.

53. **School Checkouts:** The parties shall not remove the children from school, or check the children out of school during regular school hours for non-emergency or non-routine purposes, without the agreement of the other parent, except in cases of illness, medical appointments, family emergencies, or other reasonable circumstances.

54. **Notice of Activities**: Both parties will have the right to be notified by the other party of major events in the children's lives that they otherwise would not be aware of, so that they can have enough advance notice to attend.

55. **Decision-making**: All major decisions concerning the children, including health, education, and general welfare, religion, daycare, medical/dental treatment, and therapy will be discussed. Further, the parties will use the following decision-making procedure:

a. Identify the issue

b. Develop possible solutions

c. Choose the most sensible solution that considers the needs and interests of everyone involved

56. **Tie-Breaking Procedure**: Under the terms of the above paragraph, the parties will discuss major decisions together, focusing on objective criteria and facts, and involving any professional who may be of assistance. Major decisions include where a child attends school, elective medical, and changing a child's religion. If they are unable to reach an agreement, the parties will attend mediation prior to bringing the matter before the court.

57. School Enrollment and Address Designation: The parties shall jointly decide matters relating to the children's school enrollment and educational placement. If the parties are unable to agree regarding the address to be used for school enrollment or residency purposes, Kara Mickelsen's address shall be used pending resolution through the mediation process required herein or further order of the Court. However, the children shall not be enrolled in a school or daycare located more than five (5) miles from Kara Mickelsen's current address of 9028 N Sunset Dr, Eagle Mountain, UT 84005, unless both parties agree in writing or the court orders otherwise. This limit applies even if either party later relocates.

58. **Emergency Medical Decisions**: The parent who has the child at the time he/she suffers a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent will immediately notify the other parent of the emergency.

59. **Day-to-Day Decisions**: Whichever parent has the children in his or her physical custody may make minor, day-to-day decisions regarding them and their care.

60. **Implementation of Treatment**: Each of the parties will facilitate, help, and promote administration of medication or other regimens of therapy for the children as prescribed by a doctor.

61. **Religion**: The parties shall support and respect the other’s religious preferences and shall encourage the children’s participation in religious activities with both parents. Both parents are free to choose an appropriate religion to participate in with the children and are likewise free to refrain from being affiliated with a religion. If the minor children express interest in learning about other religions, the parties shall support the same.

62. **Out-of-State Travel**: Any parent intending to take a child out of state will provide a brief itinerary to the other parent at least a week prior to travel, including a telephone number for -emergency communication. The parties will comply with the provisions of Utah Code 81-9-202(19).

63. **Relocation**: The parties will follow the notice provisions of Utah Code 81-9-209.

64. **Tattooing, Body Piercing, and Permanent Cosmetics**: Neither parent will or allow others to permanently change the appearance of the children's bodies, including but not limited to: body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent from the other parent.

65. **Corporal Punishment**: The parties will refrain from using corporal punishment with the minor children and shall keep third parties from doing so.

66. **Romantic Partners**: The parties shall not have romantic or unrelated opposite sex guests spend the night while the children are present unless they are in a serious relationship (dating for more than six months), engaged, or married.

67. **Mediation Before Litigation**: If the parties have a dispute concerning an issue addressed in the parent time provisions of the Decree or this Parenting Plan, they will seek first to resolve the dispute via mediation with a certified domestic relations mediator before conducting a hearing on any motion to enforce, interpret or modify the Decree.

DEBTS AND OBLIGATIONS

68. During the course of the marriage, the parties acquired certain debts and obligations. Oakley shall pay any credit card debt held jointly by the parties with an approximate balance of $5,000. Each party shall pay the debt(s) in their own name and hold the other party

harmless therefrom. If any other joint debts are discovered, then the party who incurred the debt shall be responsible and liable for it.

69. Each party shall assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations (i.e. credit cards, student loans, utility bills) incurred by that party after separation.

70. Pursuant to Utah Code 81-4-406(3)(b) and 15-4-6.5, the parties shall notify respective creditors or obligees regarding the division of debts, obligations, and/or liabilities herein, and the parties' separate and current addresses.

PERSONAL PROPERTY

71. Personal Property: During the course of the marriage relationship, the parties acquired certain items of personal property which shall be divided as follows:

Property	Awarded To
2019 Mazda cx5	Kara
Ford Ranger	Oakley
Kara's wedding rings	Kara
Plants in home	Kara
Kitchen items	Kara
Barstools	Oakley
TV	Kara
TV stand	Kara
Kara's bed	Kara
Handgun	Kara
Shotgun	Kara
Spark Trixx w/ Trailer	Oakley
Wells Cargo Trailer	Oakley
1 oz of Gold	Oakley

72. **Secured Debt**: Each party being awarded property shall also be responsible for the debt associated therewith.

73. **Automobile Insurance**: Upon both parties signing this Agreement, each party is responsible for insuring the vehicle awarded to that party. Each party shall obtain their own

automobile insurance on the vehicle awarded to them within thirty (30) days after both parties sign this Agreement, and Oakley Mickelsen may then remove Kara Mickelsen and the 2019 Mazda cx5 from his automobile insurance policy. This paragraph takes effect when both parties sign this Agreement, before entry of the Decree of Divorce, and is each party's written consent to those changes under Rule 109(b)(6) of the Utah Rules of Civil Procedure.

74. **Accounts and Prior Property Agreement**: The parties entered into a written Property Settlement and Mutual Release Agreement dividing their bank, investment, retirement, and cryptocurrency accounts based on account values as of July 12, 2026, with a combined value of $39,026.71. Under that agreement, Oakley Mickelsen paid Kara Mickelsen $19,513.35, which is one-half of the combined value, and each party retains the accounts allocated to that party. That agreement is incorporated into this Agreement and the Decree of Divorce by reference, and its terms remain binding on the parties. Cash on hand has already been divided between the parties. The parties shall cooperate to remove each other's names from any remaining joint accounts.

75. Personal Belongings: Each party shall be awarded their own personal belongings.

76. **Businesses**: During the course of the marriage, the parties have not acquired an interest in any business entities.

RETIREMENT ASSETS

77. The parties' retirement accounts, including the Robinhood Roth IRA, were valued and accounted for in the Property Settlement and Mutual Release Agreement described above. Each party is awarded any pension, retirement benefit, 401(k), IRA, or deferred compensation plan in his or her own name, free of any claim by the other party.

REAL PROPERTY

78. During the marriage, the parties have acquired an interest in real property, commonly known as 1523 E 720 N, Salem, UT 84653.

79. Award of Residence: Oakley Mickelsen is awarded all of the marital interest in the real property, free and clear of any right, title, claim, or interest of Kara Mickelsen. In exchange, Oakley shall pay Kara $20,000 within ninety (90) days of the entry of the Decree of Divorce. This payment is separate from and in addition to the payment Oakley already made under the Property Settlement and Mutual Release Agreement. Upon receiving the $20,000, Kara shall sign and deliver a quitclaim deed, and any other document reasonably necessary, releasing and conveying to Oakley any marital or other interest she has or claims in the property.

80. Mortgage and Co-Owner: Oakley shall assume and pay the mortgage, property taxes, insurance, and all other obligations associated with the property, and hold Kara harmless from them. This Agreement resolves only the interests of the parties to this action in the property. It does not determine, enlarge, or reduce the interest of the co-owner of record who holds title to the property with Oakley.

81. **Mutual Release Regarding the Property**: In exchange for the $20,000 payment, Kara releases and waives any claim that the conveyance of an interest in the property to the co-owner of record was a fraudulent or voidable transfer, including any claim under the Uniform Voidable Transactions Act, Utah Code Title 25, Chapter 6, and Oakley releases any claim against Kara relating to the property. This mutual release is limited to claims arising from the property and its title, and it does not limit either party's right to enforce this Agreement or the Decree of Divorce.

MISCELLANEOUS

82. Alimony: Neither party shall be awarded any alimony from the other.

83. Restoration of Maiden Name: Kara Mickelsen's name shall be restored to Kara Dianne Blacka, if she so chooses.

84. Delivery of Documents and Duty to Sign Documents: Each party shall execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court. Should a party fail to execute a document within 90 days of the entry of their divorce decree, the other party may bring a Motion to Enforce before the court, at the expense of the disobedient party. Under a Motion to Enforce, the court may appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

85. Attorney Fees and Costs: Each party shall pay their own attorney fees and costs. However, if either party fails to sign or deliver a document required to carry out the terms of the Decree of Divorce, and the other party must ask the court to have the document signed by the clerk of the court or another person appointed by the court under Rule 70 of the Utah Rules of Civil Procedure, the party who must seek that relief shall be awarded the reasonable attorney fees and costs incurred in doing so.

86. Interpretation/Applicability: This document shall be governed by Utah law in all respects. Any references to Utah statute herein shall mean the Utah Code in effect as of the date of entry of the final order.

87. **Severability**: If a provision of the order resulting from this Agreement is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect: (1) the

enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

88. **Disclosure**: The parties acknowledge that each has fully and completely disclosed to the other all assets of every kind and nature known to him or her in which he or she may have any interest whatsoever, and that this Agreement encompasses and deals with all such assets and that there are no assets or liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of this matter through the financial declarations and as herein set forth and to be distributed between the parties. If it is later discovered that a party failed to disclose an asset, the other party may be awarded the entirety of that asset.

89. **Full Settlement**: Contingent on the court entering final orders fully consistent with the terms hereof, this Agreement shall fully and finally resolve both parties' pending petitions for divorce. The terms set forth herein shall affect a full and complete settlement of all claims and disputes between the parties, and supersedes any prior oral or written agreements between them, except the Property Settlement and Mutual Release Agreement, which is incorporated into this Agreement. Both parties acknowledge that this Agreement is a compromise settlement agreement resolving disputed claims, and that the terms hereof cannot be construed as an admission of any kind of fault or wrongdoing on the part of either party. Without limiting the generality of the foregoing, each party hereby represents and warrants that he/she/they: has conducted all discovery that he/she/they wishes to conduct and is satisfied that he/she/they has adequate information to settle this case; has carefully read this Agreement and had ample opportunity to discuss the terms hereof with independent legal counsel of his/her/their own choosing; understands the foregoing and intends and agrees to be bound hereby of

his/her/their own free will and volition (free from duress, coercion, or undue influence of any kind); and attests that the above terms are fair, equitable, reasonable, and in the best interests of the parties' children.

90. **No Construction Against Drafter**: Each of the parties understands, acknowledges, and agrees that they have contributed to drafting this Agreement, and specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

DATED this _____ day of _____, 2026.

_____

Hon. Denise M. Porter
District Court Judge