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

In the Matter of the Marriage of:

TODD JENSEN,
Petitioner,

and

DONELL JENSEN,
Respondent.

DECREE OF DIVORCE

Civil No. 264700266

**Judge David J. Williams
Commissioner Christina Wilson**

THIS MATTER came before the Court on Petitioner **Todd Jensen** ("Father") Petition for Decree of Divorce from Respondent **Donell Jensen** ("Mother"). The Parties attended mediation with Michelle Tack on June 2, 2026, at which they reached a complete stipulated settlement agreement resolving all issues and claims raised in this matter. The stipulation is on file herein. The Court, having accepted the stipulation of the Parties, and having reviewed all other relevant pleadings and documents herein, and otherwise being fully informed, for good cause appearing, hereby **ORDERS, ADJUDGES AND DECREES:**

1. **JURISDICTION:** The Parties are bona fide residents of Davis County, State of Utah, and have been for at least three months immediately prior to the filing of this action.

2. HOME STATE: Pursuant to Utah Code §78B-13-201(1)(a) and §78B-13-102(7), Utah is the Home State of the minor children who has resided in the State of Utah for more than six months and no other state has assumed jurisdiction over the minor children consistent with Utah Code.

3. PENDING MATTERS: Pursuant to Rule 100(a) of the Utah Rules of Civil Procedure, neither party knows of any proceedings for custody, child support, parent-time, protective order, criminal matter, or delinquency case pending in regard to the minor children named herein filed or pending in any Utah State court or court of any other state.

4. CUSTODY INTERESTS: The Parties do not know of a person, not a party to these proceedings, who has custody of the Parties' minor children or who claims to have custody or parent-time rights with respect to the Parties' minor children.

5. MARRIAGE STATISTICS: The Parties were married on June 22, 2006, in Davis County, State of Utah, and are presently married.

6. SEPARATION: The Parties separated in or around September 2025.

7. GROUNDS: In consideration of the agreements herein, Father agrees to the grounds for divorce being irreconcilable differences. The Parties agree irreconcilable differences have arisen between the Parties which render continuation of the marital relationship impossible.

8. MINOR CHILDREN: There are four (4) minor children at issue herein; to wit:

- a. R.S.J. – born Nov. 5, 2009;
- b. K.D.J. – born Mar. 7, 2012;
- c. E.M.J. – born May 20, 2015; and
- d. S.W.J. – born Dec. 15, 2018.

e. No more children are expected.

9. LEGAL CUSTODY: It is in the best interests of the minor children that the Parties be awarded Joint Legal Custody of the minor children sharing the rights, privileges, duties, and powers of a parent pursuant to §81-9-101 of the Utah Code, and subject to the Parenting Plan contained herein. The Parties shall attempt, in good faith, to reach agreement regarding major decisions for the minor children's education, medical, or religion utilizing the following provisions.

a. Education: The Parties agree the minor children will continue at their current schools and feeder schools, unless otherwise agreed to by the Parties in writing. If the children are no longer eligible to remain at their current schools, Father's home shall be considered the residential home for purposes of school boundaries and enrollment.

b. Religion: The Parties agree that either parent may take the children to religious services during their parent-time, but neither parent shall formally baptize or initiated into any religion without written consent of both parents.

c. Medical: The Parties agree they shall continue to use the minor children's existing medical providers, unless otherwise agreed to be the Parties in writing. Appointments shall be scheduled when both Parties are available to attend whenever possible. If both Parties are not able to attend, the parent who attends shall provide a written update to the other parent of the appointment within 24 hours. Whichever Party schedules an appointment for any of the children, shall notify the other Party in writing within 24 hours of scheduling the appointment. Neither Party may make a unilateral nonemergent change to the care or medical services received by the child at the appointment on their time without prior agreement of the other Party,

with the exception of short-term and routine interventions, antibiotics, rash creams, and the like. Instead, if a change is discussed or recommended by the medical provider during the appointment, the parent in attendance shall inform the other parent within 24 hours and they shall utilize the dispute resolution provisions below to make a decision if they are not in agreement.

10. Dispute Resolution: The Parties shall discuss all major decisions concerning the minor children's health care, education, and religious upbringing. The Parties shall use the following decision-making procedure as their guide:

- a. The Parties shall discuss the issue in writing;
- b. If the Parties cannot agree, they shall utilize the recommendations of relevant third-party professionals to guide their discussion, such as: the minor children's teachers, school counselors, primary care physician, mental health provider, coaches, religious leaders, and other relevant providers;
- c. If the Parties still cannot agree, then the Parties shall participate in mediation, or another mutually agreed upon alternative dispute resolution process, which shall be initiated by written request by either Party. The Parties shall then have seven (7) days to agree on a mediator or an alternative dispute resolution process and to schedule either to occur within the next thirty (30) days. If the Parties are unable to agree and schedule in those seven (7) days, the initiating Party may select a court-certified mediator and schedule mediation to occur within the following thirty (30) days. The costs of mediation or alternative dispute resolution process shall be split equally by the Parties.
- d. If the Parties are unable to resolve the dispute at mediation or through the alternative dispute resolution process, then either Party may seek court intervention.

e. If either Party fails to seek mediation or alternative dispute resolution, if either Party makes a major decision without involving the other Party and giving the other Party an opportunity to discuss the decision, if it is clear to the Court that the decision-making Party did not consider the other Party's position in good faith, or either Party has used or frustrated the mediation process without good cause, the Court may award attorney fees and mediation costs to the prevailing Party.

f. Further, the Parties shall follow the Parenting Plan outlined herein.

11. **PHYSICAL CUSTODY:** It is in the best interests of the minor children that the Parties be awarded Joint Physical Custody of the minor children with equal parent-time pursuant to Utah Code §81-9-305, as follows:

i. **REGULAR PARENT-TIME:** The Parties shall utilize an alternating parent-time schedule consistent with the 14-day rotation below. Mother shall have parent-time each Monday beginning at 5:00 p.m. or the time school is released if school is in session until Wednesday at 5:00 p.m. or the time school is released if school is in session. Father shall have each Wednesday beginning at 5:00 pm, or the time school is released if school is in session, until Friday at 5:00 pm, or the time school is released if school is in session. The Parties shall alternate weekend parent-time beginning Friday at 5:00 p.m., or the time school is released if school is in session, until Monday at 5:00 p.m., or the time school is released if school is in session.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week A	Mom	Mom	Dad	Dad	Dad	Dad	Dad
Week B	Mom	Mom	Dad	Dad	Mom	Mom	Mom

b. On exchange days while school is in session, the parent who is concluding their parent-time that day shall be responsible for the children's morning routine and transportation to school. The receiving parent shall begin their parent-time at 5:00 pm, or the time school is released at the discretion of

c. If school is not in session, exchanges shall occur at 5:00 pm, at the residence of the parent whose parent-time is concluding, unless otherwise agreed by the parties in writing.

d. SUMMER PARENT-TIME: The Parties shall have summer parent-time pursuant to Utah Code §81-9-305, with each parent having the option to elect two weeks of consecutive uninterrupted parent-time. Father shall have priority in selecting extended summer parent-time in even numbered years and Mother shall have priority in selecting extended summer parent-time in odd numbered years. The Party with priority shall notify the other parent in writing of their selected weeks by no later than May 1st. The other parent shall notify the other with their selected weeks by no later than May 15th. If either Party fails to notify by the deadlines above, the other parent may determine their parent time for that summer.

e. HOLIDAY PARENT-TIME: The Parties shall follow the statutory guidelines in Utah Code §81-9-305, but shall only exercise the holidays identified herein. Father shall be designated as the custodial parent for the purposes of holiday parent-time only and Mother being designated as the non-custodial parent for holiday parent-time purposes. Further, in the event of a change of schedule with respect to holidays, each Party shall attempt to provide the other Party with 14 days advance notice.

Holiday	Holiday Time Period	Mother	Father
Spring Break	(1) Holiday begins at 6 p.m. on the day that school	Odd years	Even years

	dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.		
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All years	
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.		All years
July 4 th	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
July 24 th	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins at 3 p.m. on Halloween. (2) Holiday ends at 9 p.m. on Halloween.	Even years	Odd years
Thanksgiving (morning)	(1) Holiday begins at 9 a.m. on the Wednesday before Thanksgiving Day. (2) Holiday ends at 3 p.m. on Thanksgiving Day.	Odd years	Even years
Thanksgiving (afternoon)	(1) Holiday begins at 3 p.m. on Thanksgiving Day. (2) Holiday ends at 9 p.m. on the Friday after Thanksgiving Day.	Even years	Odd years
Christmas Eve	(1) Holiday begins at 9 a.m. on December 24 th . (2) Holiday ends at 3 p.m. December 25 th .	Odd years	Even years
Christmas Day	(1) Holiday begins at 3 p.m. December 25th. (2) Holiday ends at 9 p.m. on December 26th.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

f. PARENT-TIME EXCHANGES: Unless otherwise agreed by the Parties, exchanges shall occur at the minor children's school whenever school is in session. If school is not in session or exchanges need to occur at a separate location, the Parties shall follow Utah Code for parent-time exchanges with the receiving parent being responsible for transportation.

g. The Parties are responsible for safe transportation to and from school, appointments, extracurricular activities, etc. whenever the minor children are in their care.

h. RELOCATION: If either Party intends to relocate more than 150 miles from the other parent, they shall follow the relocation guidelines in Utah Code §81-9-209, unless otherwise contradicted herein. Further, either Party intending to relocate outside of Davis County they shall provide notice to the other parent at least sixty (60) days in advance. If the move outside Davis County is without the agreement of the other Party, it may be used by either parent as a significant change in circumstances supporting a modification of the controlling order.

12. PARENTING PLAN: In addition to the provisions herein, the Parties shall adopt the following as a Parenting Plan pursuant to Utah Code §81-9-202, unless otherwise contradicted herein:

a. PARENTING FUNCTIONS: The Parties are responsible for those aspects of the parent-child relationship in which the parent makes decisions and performs functions necessary for the care and growth of the children including: (i) maintaining a loving, stable, consistent, and nurturing relationship with the children; (ii) attending to the daily needs of the children, such as feeding, clothing, physical-care, bathing, hygiene, grooming, supervision, health-care, day-care, and engaging in other activities which are appropriate to the developmental level of the child and that are within the social and economic circumstances of their particular family; (iii) attending to adequate education for the children, including remedial or other education essential to the best interest of the children, assisting the children in developing and maintaining appropriate interpersonal relationships; and (iv) exercising

appropriate judgment regarding the children's welfare, consistent with the children's developmental level and family social and economic circumstances.

b. PARENTING OBJECTIVES: The Parties are responsible for: (i) providing for the children's physical care; (ii) maintaining the children's emotional stability; (iii) providing for the children's changing needs as the children grow and mature in a way that minimizes the need for future conflict resolution; (iv) setting forth the authority and responsibilities of each parent with respect to the children consistent with the provisions herein; (v) minimizing the children's exposure to harmful parental conflict; (vi) meeting the responsibilities to their minor children through agreements rather than relying on judicial intervention where appropriate; and (vii) protecting the best interests of the children.

c. WELFARE PROVISIONS: The Parties' parenting relationship will continue for many years, and it is in the best interests of the children to have a meaningful and quality relationship with each other and with each parent; therefore:

i. The Parties shall affirmatively support each other as parents and hold the other parent in high regard/esteem as a parent in their respective conversations with the children throughout their lives and shall give the children permission to love each parent.

ii. The Parties shall communicate with each other regarding the children and shall remain civil in all of their dealings. All communication shall be done in writing. Either parent may request communication be conducted through Our Family Wizard, with each parent being responsible for their own costs. The Parties are directed to preserve all of their written communications so they can be reviewed by the Court if a dispute arises.

iii. Both Parties shall have access to the children school, church, health, and other records and shall include the other Party as the parent on such records. This parenting plan shall serve as a release to allow each parent to have access to any such records. Neither parent shall rely upon the other to be informed of the children's school, church, health, etc. and each parent has the affirmative duty to keep themselves informed.

iv. The Parties shall cooperate to renew the children's passports upon expiration, with the costs shared equally. Father shall keep the passports in his possession, but both Parties may use the passports at their discretion. For emergency purposes, whenever the minor children travel overnight or longer, the Parties will utilize the travel provisions in Utah Code §81-9-202.

v. When the children are with a parent, that parent shall make the day-to-day decisions regarding the care and control of the children and shall make emergency decisions regarding the health or safety of the children. In the event of an emergency each Party shall be obligated to immediately inform the other parent of said emergency by any communication means necessary to ensure they are informed as quickly as possible.

vi. The Parties shall not put the children in the middle of adult disputes or arguments. The Parties shall not use the minor children as a messenger, spy, or courier. The Parties shall not discuss any legal or financial-related legal issues with the children.

vii. The Parties shall ensure the children do not have access to sexually explicit, violent, or age-inappropriate materials while in their custody and control. The Parties shall not allow the children to be in the presence of known drug abusers, persons otherwise

participating in illegal activities, or persons exposing the children to age-inappropriate materials or behavior.

viii. The Parties shall not make harmful, insulting, or denigrating comments regarding the other Party in the children's presence, or where the children may hear or see the communications, and shall remove the children from the presence of others so doing. Each Party acknowledges that their own attitudes and behavior towards the other parent are likely to be mirrored by the children and each parent shall create an example of behavior that they themselves would have imposed upon the other parent.

ix. The Parties are required to prohibit any third Party from permitting any behavior in which they themselves are prohibited from doing around the children. Shall a third- Party refuse to conform their behavior, the Parties are obligated to remove the children from the third Party's presence.

x. Each parent shall give special consideration to make the minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor children or in the life of either parent which may inadvertently conflict with the parent-time schedule.

xi. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

xii. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the minor children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available.

d. FAILURE TO COMPLY: If a parent fails to comply with a provision of the parenting plan or child support order, the other parent's obligations under the parenting plan or the child support order are not affected. A parent may not withhold parent-time or child support due to the other parent's failure to comply with a court-ordered parent-time schedule. Failure to comply with a provision of the parenting plan or a child support order may result in a finding of contempt of court.

13. HEALTH-CARE INSURANCE AND EXPENSES: Health-care shall be governed by Utah Code §81-2-208. Accordingly, both Parties are obligated to obtain and maintain health-care coverage for the medical expenses of the children if health insurance is reasonably available through employment or income-based government program. Health-care shall include medical, dental, orthodontic, vision, psychological, and therapeutic. Father's health-care insurance plan shall be primary and Mother's health-care insurance plan, if any, shall be the secondary coverage for the dependent children, unless otherwise indicated by relevant state or federal law. If a parent remarries and the dependent children are not covered by that parent's health care insurance plan but is covered by a step-parent's health-care insurance plan, the 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. Further:

a. The Parties shall be equally responsible for the children's portion of the health insurance premiums and all reasonable and necessary out-of-pocket co-pays and

uninsured health-care expenses incurred for the Parties' minor children and actually paid by either parent, including deductibles, and co-payments. Either Party may direct the medical provider to split payments and bill each parent equally for their portion.

b. A Party maintaining coverage shall provide verification and proof of insurance annually, as well as upon written request. The Party shall provide notification of any change in insurance carrier, premium, or benefits within thirty (30) days of the date they first knew or shall have known of the change.

c. The Party entitled to a reimbursement for the children's portion of the health insurance premiums may deduct the amount from their monthly child support obligation, if applicable, on a monthly basis.

14. CHILD-CARE EXPENSES: The Parties shall each be responsible for the costs of child-care for the minor children during their own parent-time, if any.

15. EDUCATIONAL EXPENSES: The Parties shall be equally responsible for all required K-12 public education costs for the minor children, including but not limited to school-lunch fees, class fees, lab fees, registration fees, tuition fees, school uniforms, etc. Both parents shall pay their equal portion to the school directly, if possible, and shall direct the school to set up separate accounts for each parent.

16. MISCELLANEOUS CHILD EXPENSES: The Parties shall equally share the cost of extracurricular activities of the minor children, provided they both agree to the activity in writing. If the Parties do not agree, either parent may enroll the children in extracurricular activities at their own expense. The Parties shall share equally all major expenses for the minor

children not specifically addressed herein, provided they both agree to the estimated cost in writing, in advance.

17. EXPENSE REIMBURSEMENTS: Unless otherwise contradicted herein, if a Party incurs one of the expenses detailed herein for the Parties' minor children, they shall provide written verification of the cost and payment of the expenses to the other within thirty (30) days of incurring the expense. The other Party shall provide reimbursement within thirty (30) days. If a Party fails to provide reimbursement within thirty (30), the Party entitled to a reimbursement may then deduct the amount from their monthly child support obligation, if applicable.

18. CHILD SUPPORT: Child support shall be paid pursuant to Utah Code §81-6-101 et seq., and the Utah Uniform Civil Liability for Support Act. Pursuant to Utah Code, the child support obligation shall automatically reduce for the number of remaining children beginning the month following each child turning the age of 18 or graduating high school, whichever occurs later, or otherwise reaching the age of majority by a qualifying event.

18. Child support shall be based on: Father's full-time gross monthly employment income (\$16,250); Mother's full-time gross monthly employment income (\$5,667); with Father having 182 overnights and Mother having 183 overnights, for four (4) children, and consistent with the Child Support Worksheet filed herewith. Accordingly, Father shall pay a monthly child support obligation of \$869.

19. Further, the total monthly child support obligation shall be paid to Mother in equal portions following Father's employment payroll schedule (approx. 26 payments per year), unless a parent uses the Office of Recovery Services to collect support. Neither parent may

unilaterally enlist the Office of Recovery Services to collect support unless the payor parent is more than 30 days delinquent on their child support obligation, or if agreed to by the Parties in writing.

20. RETROACTIVE CHILD SUPPORT: In consideration of the agreements made herein, Father waives his claim for repayment of child support paid to Mother above and beyond the monthly obligation identified herein, retroactive to the date of separation.

21. TAX DEPENDENTS: Beginning in tax year 2026, the parties will alternate claiming the minor children, as follows:

a. Tax years 2026-2028: Father shall claim the two oldest minor children and Mother shall claim the two youngest minor children. However, during these years, the Parties will have their tax returns prepared by a third-party accountant (i.e. Paramount Tax & Accounting). The accountant will determine whether there is a greater benefit to the Parties if Father claims all the minor children in consideration of the tax liabilities on the deferred compensation payments. The Parties agree to claim the children in the method the accountant deems most advantageous to both Parties.

b. Tax year 2029: Father shall claim the two oldest minor children and Mother shall claim the youngest minor child.

c. Tax year 2030: Father shall claim the oldest minor child and Mother shall claim the youngest minor children.

d. Tax years 2031 through tax year 2033: Father shall claim the oldest minor child and Mother shall claim the youngest minor child.

e. Tax years 2024 onward: Father shall claim the remaining minor child in all even tax years and Mother shall claim the minor child in all odd tax years.

22. DEBTS: That during the marriage, the Parties incurred certain liabilities and indebtedness, which shall be divided as follows:

a. Each Party shall be responsible for the debts incurred in their own respective names, or incurred by them after the date of separation, unless specifically stated herein. The Parties shall be responsible for the debts incurred in any accounts in which they are the primary account holder. Accordingly:

b. AUTOMOBILE DEBTS: The Parties are each responsible for any automobile debts associated with any vehicle they are awarded herein.

c. OTHER DEBTS: Each Party shall be solely responsible to pay any other debt he or she individually incurred and any debt he or she incurred post-separation, unless otherwise stated herein.

d. NOTIFICATION TO CREDITORS: Pursuant to Utah Code § 15-4-6.5, the Parties shall each notify the creditors regarding the court's division of debts, obligations, or liabilities, and regarding their current addresses.

e. INDEMNITY: Each Party shall defend, indemnify, and hold the other Party harmless in all debts and obligations he or she is ordered to pay.

23. PERSONAL PROPERTY: That during the marriage, the Parties have acquired interests in personal property. The Parties previously divided all separate, personal, and marital property, and no further division is necessary.

a. VEHICLES/RECREATIONAL VEHICLES: Mother is awarded the 2020 KIA Telluride; marital funds were recently used to discharge the outstanding debt on Mother's vehicle. Father is awarded the 2022 Ford F-350 and the 2020 Jayco Seismic, subject to any debts thereon. Each Party shall transfer title for their respective items as awarded herein within thirty (30) days of entry of the Decree.

b. FINANCIAL ACCOUNTS: The Parties shall be awarded their post separation financial accounts and funds, if any, free from claim by the other Party. Unless otherwise stated herein, the Parties shall be awarded any financial accounts and funds, held in their name only, free from claim by the other Party. Each Party shall remove themselves and/or transfer all accounts as awarded herein within thirty (30) days of entry of the Decree, if applicable. Further:

- i. Father is awarded the following financial accounts and funds, if any, free from any claim of Mother:
 - a) AFCU xxxx6379;
 - b) AFCU xxxx9153;
 - c) MACU xxxx9260;
 - d) UFCU xxxx7658;
 - e) AMEX CC xxxx1005;
 - f) Fidelity Individual Brokerage xxxx7399-5332; and
 - g) Any other credit cards or debts held in his name only.
- ii. Mother is awarded the following financial accounts and funds, if any, free from any claim of Father:

- a) Capital One xxxx6985;
- b) Capital One xxxx7133;
- c) MACU xxxx2594;
- d) AFCU xxxx3702;
- e) AFCU CC xxxx3702;
- f) Capital One CC xxxx5222;
- g) AMEX CC Gold; and
- h) Any other credit cards or debts held in her name only.

24. RETIREMENT ACCOUNTS: The Parties shall divide their retirement accounts as follows, using June 2, 2026 as the date of division, if applicable. The Parties shall cooperate to complete a QDRO through Fidelity within thirty (30) days.

- a. Fidelity ROTH IRA 243-976966: the Parties shall equally divide this account;
- b. Fidelity – Rollover IRA 245-666858: the Parties shall equally divide this account;
- c. TransAmerica (2025): Father shall be awarded this account as separate funds, free from any claim of Mother; and
- d. Robinhood Account: Mother shall be awarded the account(s) held in her name as separate funds, free from any claim of Father.

25. DEFERRED COMPENSATION: Father received a five-year deferred compensation plan through Fidelity as part of the severance package from his previous employer. Pursuant to the terms of the deferred compensation plan, Father receives annual payments in

January of each year. Father has received the payment for 2026 and shall be awarded the total of the 2026 payment to account for other offsets.

26. The parties shall divide the two remaining annual payments for 2027 and 2028, as follows. Each payment is released through Fidelity to Father who is obligated to claim the payment as income on his taxes. Fidelity automatically withholds 20% as a standard tax payment. Upon receipt of the payment from Fidelity, Father shall hold the payment until he prepares and calculates his taxes for the applicable tax year. He shall calculate the additional tax obligation owing for that payment which shall be paid from the funds. Once all tax obligations related to the payments are paid, the remaining portion shall be equally divided between the parties. Father shall transfer Mother's portion of the payment to her by no later than April 14th of the year following the initial payment (i.e. Mother's portions of the January 2027 payment will be transferred to her by April 2028; and the January 2028 payment portion will be transferred by April 2029).

27. REAL PROPERTY: The Parties recently sold their marital home, and the remaining equity was divided equally. The division is fair and equitable.

a. WOODS CROSS PROPERTY: Father shall be awarded the real property located at 1079 West Audrey Lane, Woods Cross, Utah 84087, subject to any debt thereon, free from any claim of Mother.

b. NORTH SALT LAKE PROPERTY: Mother shall be awarded the real property located at 1139 North Clifton Drive, North Salt Lake, Utah 84054, subject to any debt thereon. Mother shall refinance, sell, or otherwise discharge the mortgage to remove Father's name within ninety (90) days of the entry of the Decree. Mother shall defend, indemnify, and

hold Father harmless from the debts and obligations associated with the real property awarded to her.

c. In consideration of the agreements herein, Father agrees to extend Mother's requirement to remove his name from the mortgage for up to twenty-four (24) months, under the following conditions:

i. Mother is responsible for maintaining complete and timely payment of the mortgage each month, along with any mandatory costs (i.e. HOA fees, property tax, property insurance, etc.). Father is entitled to receive the automatic email notifications of the monthly mortgage payments. Further, Mother shall provide Father with proof of payment of the property taxes and property insurance within twenty-four (24) hours of each payment. If Mother fails to make a timely payment more than two months in a row, a first-purchase-option shall be triggered for Father, as follows:

a) Father has the option to maintain the mortgage payments to maintain his credit and shall be reimbursed from the proceeds of the sale of the home.

b) Father shall also have the option to elect to purchase the home prior to the home being listed. Father shall have seven (7) days from the date of the second missed mortgage payment to elect this option. The parties shall then have an additional forty-five (45) days to complete an appraisal by a mutually agreed upon appraiser, or the average of two appraisals by an appraiser selected by each party.

c) If Father does not elect to purchase the home within the seven (7) day period, the home shall be immediately listed for sale and sold.

ii. If at any time during the twenty-four (24) month period, Mother remarries or there is reason to believe she is cohabitating, she shall automatically be required to refinance, sell, or otherwise discharge the mortgage to remove Father's name within ninety (90) days from the date of her remarriage or written notification of alleged cohabitation.

28. FAMILY TRUST: The Todd & Donell Jensen Family Trust is hereby dissolved. The Parties shall ensure any property awarded to them is removed from the trust within thirty (30) days of entry of the Decree, if applicable.

29. ALIMONY: Both Parties are capable of self-support through employment, and each have received a considerable disbursement of funds from the division of marital assets herein sufficient to provide for their needs. In consideration of the agreements herein, Father agrees to provide alimony to Mother for a period of ten (10) years beginning September 2025. The final alimony payment(s) shall occur no later than August 2035, subject to the provisions in Utah Code §81-4-505. The alimony award shall be governed by Utah Code §81-4-501 et seq. The total monthly alimony obligation shall be paid to Mother in equal portions following Father's employment payroll schedule (approx. 26 payments per year).

30. The monthly alimony payment shall be paid in combination with Father's monthly child support obligation in an amount equal to a combined alimony and child support monthly payment of \$2,200 (i.e. current monthly child support is \$869, so current alimony is \$1,331). The total monthly family support (i.e. alimony plus current child support), will be \$2,200, as long as Mother is entitled to receive alimony. Once Mother is no longer entitled to receive alimony, Father's monthly support will reduce to only the applicable child support obligation based on the number of remaining minor children and parent-time schedule.

31. In consideration of the agreements herein, Father waives his right to receive reimbursement of the financial support provided to Mother since separation that exceeds the amount of alimony she is entitled to, as defined herein.

32. MUTUAL RESTRAINING ORDER: The following mutual restraints shall apply:

- a. The Parties will be civil.
- b. The Parties are mutually restrained from bothering, harassing, annoying, threatening, or harming the other Party, including but not limited to, in person, through third parties, over social media, etc.
- c. The Parties are mutually restrained from entering the residence of the other Party without permission from that Party.
- d. The Parties are mutually restrained from monitoring, accessing, surveilling, or in any other way gain access to account information of the other Party, including but not limited to, electronic, internet, computer, cell phones, online accounts, social media, banking, email, text messaging, etc.
- e. The Parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this agreement and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations and shall remove the minor child from such circumstances.

33. MAIDEN NAME: Mother shall be restored to her maiden of Donell Ruth Brown, if she so chooses.

34. MISCELLANEOUS: The Parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of the final order in this action.

Shall a Party fail to execute a document, the other Party shall be permitted to bring a Motion to Enforce at the expense of the disobedient Party and/or seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 shall have the same effect as if executed by the disobedient Party.

35. In the event that it is necessary for a Party to file an action to enforce any provision of the final order, the prevailing Party may be entitled to reimbursement for all expenses incurred in prosecuting the action, including attorney fees and costs.

36. DISPUTE RESOLUTION: The Parties shall attempt in good faith to resolve disputes by engaging in mediation, with an agreed upon mediator, prior to initiating legal action, with said mediation costs being shared equally by the Parties.

37. EFFECTIVE DATE: Unless otherwise stated herein, the agreement becomes effective when signed by all Parties.

38. ATTORNEY FEES: In consideration of the agreements herein, each Party shall pay their own attorney fees, if any.

39. DRAFTER: The Parties intend that neither shall be deemed to be the drafter of this Agreement, that both parents collectively shall be deemed to have drafted it, and that it shall be construed without regard to rules of construction that might otherwise apply against a drafter. As such, this agreement, together with the resulting documents as contemplated herein, shall not be interpreted in favor of, or against, either Party due to the identity of the person or Party who drafted said documents. In the event of any ambiguity contained herein, neither Party shall be

entitled to any presumption or advantage based upon the identity of the person or their attorney who prepared said documents.

40. MODIFICATION OF AGREEMENT: No modification or waiver of any of the terms of this agreement shall be valid, unless in writing and signed in the presence of a notary by both parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

41. CHOICE OF LAW: This agreement and all rights and obligations of the parties hereunder shall be construed according to the laws of the State of Utah.

42. ORDER: It is the intention of the parties that they be awarded an order of the court pursuant to the terms of this stipulation and agreement and therefore agree that, upon approval by the court, the terms, conditions, and provisions of this stipulation and agreement may be made part of an appropriate court order.

43. BINDING EFFECT: Consistent with the representations and warranties above, the Parties hereby acknowledge and agree that they intend for this stipulation to be a binding contract to the maximum degree permissible under applicable law, that this stipulation shall be construed and interpreted to accomplish and facilitate that intent, and that neither Party may avoid or otherwise set aside any provision hereof except upon an express finding by a court of competent jurisdiction that the factors to set aside a contract had been fully met.

44. SEVERABILITY: If any term, paragraph, or provision of this agreement is held invalid or unenforceable for any reason, the remainder of this agreement shall continue in full force and effect.

45. ENTIRE AGREEMENT: No promise, representation or warranty has been made by either Party to the other with respect to this agreement or has induced the other Party to enter into it, except as appears herein. Further, this agreement contains the entire understanding between the Parties hereto with respect to the subject matter hereof. Both Parties warrant and agree that this document represents the entire agreement.

46. COMPROMISE: This agreement is a compromise, settlement, accord and satisfaction, and discharge of disputed claims.

47. NO IMPAIRMENT: Both Parties warrant and agree that neither is impaired by any substance, prescription drug, medicine, alcohol, or drugs when executing this document. Each Party acknowledges that their mental and cognitive abilities and functions are not impaired, in any way, by reason of mental, emotional, or physiological illness, impairment, or condition.

48. VOLUNTARY: Both Parties warrant that they execute this document voluntarily and of their own free will and choice.

49. NO COERCION: Each Party warrants that they are not being coerced and are not subject to undue influence, duress, coercion, or impairment when executing this document.

50. REVIEW: Each Party has had an opportunity to review this agreement and consult with an attorney of their choice to review the terms and conditions herein.

END OF ORDER.

The Court's signature may appear at the top of the first page.

APPROVED AS TO FORM:

/s/David Hunt by Rachel Maxwell-Booker with email permission 6/3/2025

David Hunt

Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of June, 2026, I caused to be served a true and correct copy of the foregoing proposed Decree of Divorce, via electronic service, on the following:

David Hunt

Marco Brown

Attorneys for Respondent

/s/Rachel Maxwell-Booker

Rachel Maxwell-Booker

Attorney for Petitioner