



WADE TAYLOR (10144)
LAW OFFICES OF WADE TAYLOR
34 SOUTH 500 EAST #105
SALT LAKE CITY, UT 84102
TELEPHONE (801) 538-0066
EMAIL: wadetayloresq@gmail.com

Attorney - Mediator

*Filing on behalf of both parties as a Third-Party Neutral,
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct*

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

In the matter of the marriage of

SHARI EVANS,

Petitioner,

and

PAUL EVANS,

Respondent.

DECREE OF DIVORCE

Case No: 264700913

Judge: David J Williams

Commissioner: Julie Winkler

The Petitioner, Shari Evans, and the Respondent, Paul Evans, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

CHILD CUSTODY AND PARENT-TIME

1. There are two minor children born between the parties, to wit: R.P.E. (born January 2009) and N.L.E. (born August 2018).
2. The parties are awarded joint legal custody of the minor children. The parties shall be governed by the Parenting Plan set forth herein.
3. The Petitioner is awarded sole physical custody of the minor children. Parent-time with the minor children shall be as the parties may agree. Parents agree that R.P.E is of sufficient age and maturity to determine his own parent time schedule. If the parties are unable to agree on a parent-time schedule for N.L.E., then they shall follow the parent time schedule as outlined in UCA §81-9-302, except as modified by the following, Respondent shall be entitled to the following:
 - a. Every other weekend beginning Friday after school, or after activities such as tumbling, or at 9:00 AM if there is no school, until Sunday at 8:00 PM. Good faith effort will be made to keep these weekends on the Respondent's Friday off work.
 - b. At least two (2) mid-week visits, on Tuesdays and Thursdays, each week from 5:30 PM to 8:00 PM on school nights, or later as mutually agreed between the parties on non-school nights.
 - c. For extended parent-time, under the statute, the Respondent shall be entitled to three (3), one (1) week long periods over the summer as agreed by the parties. Respondent shall take off work during these periods.

- d. Respondent shall ensure that the minor children have appropriate separate beds available for their use at Respondent's residence during any overnight parent-time.
4. In addition, holiday parent-time with N.L.E. shall be as the parties agree. If unable to agree, then holiday parent-time shall be as follows:
- a. The parties shall alternate Thanksgiving and Christmas holidays on an annual basis. Petitioner shall have Thanksgiving in odd years and Respondent shall have Thanksgiving in even years. The parent who does not exercise parent-time for Thanksgiving in a given year shall exercise parent-time from Christmas Eve through 2:00 PM on Christmas Day that same year. The holiday schedule shall alternate each year thereafter. By way of example, if Respondent exercises Thanksgiving parent-time in one year, Petitioner shall exercise Christmas Eve through 2:00 PM on Christmas Day parent-time that year, and the schedule shall reverse the following year.
 - b. New Year's Eve starting at 2:00 PM and ending New Year's Day at 8:00 PM parent-time shall be exercised by the same parent who exercised Thanksgiving parent-time that year.
 - c. In addition to Christmas holiday parent-time, Respondent shall be entitled to additional parent-time with the minor child(ren) during Christmas break on dates mutually agreed upon by the parties.

- d. Mother's Day and Memorial Day weekend (Friday through Monday) shall be exercised with Petitioner each year. Father's Day and Labor Day weekend (Friday through Monday) shall be exercised with Respondent each year.
- e. The parties shall alternate the July 4th and July 24th holidays annually, such that the parent exercising July 4th parent-time in one year shall exercise July 24th parent-time the following year. Petitioner shall have July 4th in even years and Respondent shall have July 4th in odd years.
- f. Halloween shall be exercised at Petitioner's residence each year. Respondent shall be permitted to attend and spend time with the minor child(ren), including taking the minor child(ren) trick-or-treating for at least a portion of the evening.
- g. Easter holiday parent-time shall follow the regular rotating parent-time schedule.
- h. The parties shall either share time with the minor child(ren) on the child(ren)'s birthdays or follow another mutually agreed-upon arrangement each year.
- i. Fall Break and Spring Break shall alternate by school year. The Petitioner shall have Spring Break and Fall Break in odd years and Respondent shall have Spring Break and Fall Break in even years. The parent exercising Fall Break parent-time in a given school year shall not exercise Spring Break parent-time that same school year, and the schedule shall reverse the following school year.

- j. Any additional school breaks, federal holidays, teacher preparation days, or other non-school days shall be exercised as mutually agreed upon by the parties in advance.
5. Petitioner's residence shall be identified as the primary residence for education purposes. Both parties shall be listed in school records as a point of contact for school communications.
6. In the event Petitioner relocates fifteen (15) miles or more from her current residence, the parties shall meet at a mutually agreed-upon midpoint location for purposes of parent-time exchanges.
7. In the event either party moves 150 miles or more away from their current residence, the parties agree to follow the provisions of UCA §81-9-209, the Relocation Statute.

CHILD SUPPORT

8. Petitioner is currently unemployed however based on her experience and ability to work, it is reasonable and appropriate to impute her to a gross monthly income of \$1,257.00 for the purposes of calculating child support.
9. Respondent is currently employed and has a gross monthly income of \$15,000.00 for the purposes of calculating child support.
10. The sole custody worksheet shall be used with the Petitioner's income set at \$1,257.00 and the Respondent's income set at \$15,000.00.

11. Pursuant to U.C.A. §81-6-101 et seq., a child support order shall be entered pursuant to the statutory guidelines as follows:

a. Respondent shall be ordered to pay Petitioner the sum of \$2,073.00 per month beginning the first of the month following the date of entry of the Decree of Divorce. Child support shall be paid in two equal monthly installments on the 1st and 15th of each month. The sum is known as the base child support award, for the minor child of the parties, pursuant to the Uniform Child Support Guidelines, until a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later. When a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award is automatically adjusted based on the remaining children and the incomes from the most recent support order.

b. The base child support award should be reduced by 50% for each minor child for time periods during which such minor child is with the noncustodial parent by order for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Public Assistance from the State of Utah (T.A.N.F.), any agreement by the parties for reduction of child support during extended parent time shall be approved by the Office of Recovery Services. However, normal parent time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

c. The mandatory income withholding relief provisions of the Utah Code Annotated may be instituted at this time. Said income withholding procedure should apply to existing and future payors. All withheld income should be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011 until such time as the obligor no longer owes child support to the obliged.

d. There are currently no child support arrearages.

e. Each of the parties should be under mutual obligation to notify the other if there is a change in income of more than 30% and the change is not temporary in nature.

f. Pursuant to Utah Code §81-6-212(5), the parties have a right to adjust this child support order by motion after three years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

g. Pursuant to Utah Code §81-6-101 et seq, the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs

of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature.

INSURANCE, DAYCARE AND MEDICAL EXPENSES

12. Pursuant to U.C.A. §81-6-208 (2024) as amended:

a. Respondent should maintain insurance for medical expenses for the benefit of the minor children where available at a reasonable cost. In determining which parent shall maintain insurance for medical expenses, the parties shall consider the reasonableness of the cost, the availability of a group policy and the coverage of the policy. If the parties cannot agree on who shall carry the insurance, then it shall be determined by the preference of the custodial parent. If insurance is being provided by a plan by both parents, the Respondent's insurance shall be considered primary coverage and the Petitioner's shall be considered secondary.

b. The Respondent shall be responsible for all out-of-pocket costs of the premium for the children's portion of the insurance.

c. Both parties shall share equally all out-of-pocket medical expenses incurred for the minor child and actually paid by the parties. Medical expenses shall include, but not be limited to, the following: medical, dental, orthodontia,

ophthalmological, psychological, or therapeutic, etc. All non-emergency expenses must be agreed upon prior to incurring the expense.

d. The parent who incurs medical expenses shall provide written verification of the cost and payment of the medical expenses to the other parent within 30 days of payment.

e. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

13. Pursuant to U.C.A. §81-6-209 both parties shall share equally the reasonable work-related childcare expenses of the parents.

a. The parent who does not incur childcare expenses shall begin paying his or her share of childcare expenses to the parent who does incur childcare expenses, on a monthly basis immediately upon presentation of proof of the childcare expense. The parent can either pay the provider directly or shall be required to reimburse the paying parent after being provided proof of payment.

b. The parent who incurs childcare expenses shall provide written verification of the cost and identity of the childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of a childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change. A parent incurring childcare expenses may be denied the right to

receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

EXTRACURRICULAR ACTIVITIES, SCHOOL, & MISCELLANEOUS COSTS

14. Respondent shall be responsible for the cost of car insurance for R.P.E. until he graduates high school. Petitioner shall be responsible for R.P.E's vehicle gasoline for the same time period.

15. The parties shall equally share the costs associated with the following expenses related to the minor children:

- a. Public school fees and costs
- b. Agreed upon extra-curricular activities. All current and extensions of the current extra-curricular activities, including dance, tumbling, and wrestling, where the children participate are approved.
- c. Agreements for all expenses shall be made in writing. When possible, both parties should pay their one-half share directly to the provider, school or program for and on behalf of the children. If one parent pays the entire cost, that parent shall email the other parent proof of cost and payment within 30 days and the reimbursing parent shall pay their share within 10 days of receiving the email.

TAX EXEMPTION

16. So long as Petitioner does not derive a benefit from claiming a child, Respondent shall be permitted to claim both minor children for the child tax credit, exemption, or

deduction for State and Federal income tax purposes each and every year. In this case, the Petitioner will provide the Respondent with a completed IRS Form 8332 by the end of January of the following year.

17. In the event Petitioner gains employment, the parties shall share in claiming the minor children for the child tax credit, exemption, or deduction for State and Federal income tax purposes as follows:

- a. As long as there are two minor children, Petitioner will claim R.P.E. each year and Respondent will claim N.L.E. each year.
- b. When only one minor child remains, the parties will alternate years with Petitioner claiming N.L.E. in odd years and Respondent claiming N.L.E. in even years

18. For the Respondent to claim a minor child, he must be current on all his child support expenses prior to the end of the tax year.

PERSONAL PROPERTY

19. Prior to the marriage, the parties each had individually acquired certain separate property. Each party shall be awarded any property identified as premarital or separate property, including all gifts and inheritance.

20. During the course of the marriage, the parties acquired certain items of personal property.

21. Respondent shall be awarded the following personal property:

- a. One (1) TV, one (1) BlueRay player, one (1) Roku

- b. All of the wheat
 - c. Popcorn popper
 - d. Blender
 - e. Tools (excluding yard care equipment) and camping gear
 - i. Respondent shall be permitted to store these items at the marital residence until he obtains his own residence
 - f. Wheat grinder and mixer
 - g. Guns/hunting and sporting equipment
 - h. Silver coins and \$2 bills
 - i. Castle painting
 - i. The castle painting may stay in N.L.E.'s room, but shall be returned to Respondent if it is ever taken down.
 - j. Weights
 - i. Weights may remain at the marital residence until agreed otherwise by the parties.
22. Petitioner shall be awarded the following personal property:
- a. Yard care equipment
 - b. All property and appliances excluding those awarded to Respondent
23. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded solely to the party from whose family it came.

VEHICLES

Vehicle	Awarded to Petitioner	Awarded to Respondent	Other
2020 Honda CRF 250L dirt bike and 2020 Jayco JayFlight 184BH, US Bank loan ending 866	50%	50%	This dirt bike and trailer shall be sold and proceeds applied toward joint credit card debt. Any remaining funds shall be divided equally between the parties.
2026 Nissan Kicks, US Bank loan ending 5470	100%		Petitioner shall be responsible for the loan against this vehicle.
2024 Nissan Altima, Canyon View CU loan ending 3184-01-2024		100%	Respondent shall be responsible for the loan against this vehicle.
2011 Honda Fit	50%	50%	Ownership of this vehicle shall be transferred to R.P.E. upon his graduation from high school.
2020 Honda CRF125F	50%	50%	The dirt bike shall be sold, and the net sale proceeds shall be distributed as follows: 50% of the net proceeds shall be deposited into R.P.E.'s savings account, and the remaining net proceeds shall be divided equally between the parties, with each party receiving 25% of the total net proceeds.

24. Each party shall be responsible for the debts and liabilities related to their separate vehicles and shall hold the other party harmless from any liability associated therewith. The parties shall take all necessary steps to transfer the vehicles into their own names within ninety (90) days of the date of entry of the Decree of Divorce.

REAL PROPERTY

25. During the course of the marriage, the parties acquired certain parcels of real property, including but not limited to:

- a. Home located at 245 South 1375 East, Layton, Utah 84040

26. Petitioner shall have the exclusive use and possession of the marital residence for a period of thirteen (13) years from the date of entry of the Decree of Divorce, unless the residence is sold sooner pursuant to the terms herein. During said period, Petitioner may reside in the home, change the locks, and modify any security system access codes. Respondent may not enter or access the home without written permission of Petitioner, email or text message is sufficient.

27. As part of the alimony, Respondent will pay off the remaining balance on the mortgage (approximately \$150,000) within thirty (30) days of the entry of the Decree of Divorce.

28. The residence shall be sold upon the occurrence of any of the following events, whichever occurs first:

- a. Thirteen (13) years from the date of entry of the Decree of Divorce;
- b. Petitioner's remarriage or cohabitation.

29. In the event of Petitioner's remarriage or cohabitation, the residence shall be listed for sale within thirty (30) days of the remarriage or commencement of cohabitation at a fair market value mutually agreed upon by the parties. Parties shall use Lora Stott as realtor so long as she is available. Petitioner shall vacate the residence within one hundred twenty (120) days of the remarriage or commencement of cohabitation, regardless of whether the residence has sold.

30. Upon sale of the residence, the proceeds shall be distributed as follows:
- a. First, a prorated amount of the lump sum alimony shall be paid out to the respondent as detailed in the Alimony section below. The remaining (vested) amount of the lump sum alimony shall be paid out to the Petitioner.;
 - b. The remaining net proceeds shall thereafter be divided equally between the parties, with each party receiving fifty percent (50%).
 - c. For purposes of illustration only, if "P" represents the total net proceeds from the sale of the residence, "A" represents the full lump sum alimony amount, and "V" represents the vested amount of the lump sum alimony payment in accordance with the provisions set forth in the alimony section below:
 - i. Petitioner's share shall equal $V + (P - A) \div 2$; and
 - ii. Respondent's share shall equal $(P - A) \div 2 + A - V$
31. If the marital house is sold during the 10-year alimony period, but the Petitioner has not remarried or begun cohabitating, a prorated amount of the lump sum alimony shall be surrendered by the petitioner as outlined in the alimony section below, and monthly alimony payments shall increase by \$1,250 per month until the end of the alimony period.
32. In the event Petitioner remarries or begins cohabitating within ten (10) years of the date of entry of the Decree of Divorce, Petitioner shall reimburse Respondent a prorated portion of the lump sum alimony payment in accordance with the provisions set forth in alimony section below.

33. No additional mortgages, home equity loans, lines of credit, or other encumbrances shall be placed against the residence without the written agreement of both parties, with the exception of the lien associated with the lump sum alimony payment as outlined herein.

34. Petitioner shall be responsible for payment of all utilities, property taxes, homeowner's insurance, HOA dues, and ordinary expenses associated with the residence during the period of Petitioner's occupancy. All utilities shall be transferred into Petitioner's name as soon as reasonably possible following entry of the Decree of Divorce. The home shall be maintained to current standards.

35. In the event Petitioner fails to timely pay any utility, insurance premium, HOA dues, tax obligation, or other expense in a manner that jeopardizes the property or either party's ownership interest therein, Respondent may advance such payment to protect the property. Any amounts advanced by Respondent shall be reimbursed and may be deducted from Petitioner's alimony as otherwise provided herein.

36. In the event either party dies prior to the sale of the residence, that party's ownership interest in the property shall pass to the parties' children. Such transfer shall not require the immediate sale of the residence.

BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES,
INVESTMENT, RETIREMENT/PENSION ACCOUNTS AND OR/BUSINESS
INTERESTS

37. The parties have acquired and continue to acquire bank, profit sharing, stock options, bonuses, investment, retirement and/or pension accounts and business interests during the course of the parties' marriage.

38. All of these accounts or assets shall be divided equally as of the date of entry of the Decree of Divorce unless specified otherwise:

Account Description	Petitioner will Receive	Respondent will Receive	Other
America First checking and savings accounts ending 2768	50%	50%	Split funds equally, Petitioner shall keep account
Capital One Savings account ending 7814	50%	50%	Split funds equally, Respondent shall keep account
America First checking and savings accounts ending 7410	50%	50%	Split funds equally, Respondent shall keep account

39. The vested balances of all retirement accounts in either party's name shall be valued as of the date of entry of the Decree of Divorce, totaled together, and divided equally between the parties such that each party receives fifty percent (50%) of the total vested retirement account balances. Retirement accounts divided by percentage are awarded subject to gains and losses but the value of any contributions made after the entry of the decree shall be maintained by the party that made the contribution and shall not be part of the total valuation for purposes of division between the two parties.

a. Petitioner shall maintain ownership of the following accounts, already in her name:

i. TIAA Cref Act. ending 279 balance of \$40,715

ii. American Century Act. ending 4266, balance of \$2,042

b. Respondent shall maintain ownership of the following retirement accounts, already in his name in their entirety:

- i. Frontline/ Ascensus Act. ending 8193, balance of \$41,542
- ii. 3M Act. ending 0348, balance of \$23,320
- iii. JEPCO Act. ending 8722, balance of \$73,354.

c. Respondent will consolidate the following account into his JEPCO account:

- i. Rio Tinto Act. ending 9776, balance of \$68,996.

d. From the JEPCO account, Respondent will transfer to Petitioner the appropriate sum of money to maintain a 50% split of all retirement accounts. This will be approximately \$82,228, but will be adjusted based on actual balances at the time of the division of funds.

40. If necessary, a Qualified Domestic Relation Order (QDRO) or Domestic Relations Order (DRO) shall be prepared to divide these accounts. Any fees associated with the above orders shall be split evenly between the parties. The parties will endeavor to use as few QDRO's as possible.

DEBTS AND OBLIGATIONS

41. During the course of the marriage the parties incurred certain marital debt.

42. The following credit cards shall be paid in full (by cashing out the whole life insurance policy) as of the date of entry of the Decree of Divorce. Once balances are paid, the credit cards shall be awarded to the following party:

- a. Capital One credit card ending 5908, awarded to Respondent
 - b. Discover credit card ending 3178, awarded to Respondent
 - c. America First visa card ending in 7680, awarded to Petitioner
43. Respondent shall be solely responsible for the medical bills associated with his recent appendectomy.
44. Pursuant to §81-4-204(1)(e), Utah Code Annotated, the parties shall notify respective creditors or obligors, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

ALIMONY

45. Respondent shall be ordered to pay alimony to Petitioner as follows:
- a. As part of the alimony award, Respondent shall provide an advance lump sum alimony payment to pay off the mortgage associated with the marital residence which is approximately \$150,000. The amount shall be paid directly to the mortgage company. Said obligation shall be secured by a lien against the residence.
 - b. Beginning on the first day of the month following entry of the Decree of Divorce, Respondent shall pay monthly alimony to Petitioner for a period of ten (10) years according to the following schedule:
 - i. Year one (1), alimony shall be \$2,000 per month
 - ii. Year two (2), alimony shall be \$2,300 per month
 - iii. Year three (3), alimony shall be \$2,200 per month

- iv. Year four (4), alimony shall be \$2,100 per month
- v. Years five (5) through ten (10), alimony shall be \$2,000 per month
- c. Monthly alimony payments shall be made in two equal installments each month, with one-half due on the 1st day of the month and the remaining one-half due on the 15th day of the month.
- d. In addition to the monthly alimony payments, Respondent shall pay to Petitioner fifty percent (50%) of the net amount of any year-end employment bonus received by Respondent, not to exceed \$3,000.00 per year during the 10-year alimony period.
- e. Alimony payments shall continue the length of ten (10) years or until Petitioner cohabitates or remarries, whichever occurs sooner. Petitioner has an obligation to notify Respondent of her cohabitation or remarriage and alimony shall cease upon Petitioner's cohabitation or remarriage. Alimony shall end in the event of the death of either party.
- f. In the event Petitioner remarries or begins cohabitating prior to the expiration of the ten (10) year alimony term, Petitioner shall reimburse Respondent a prorated portion of the approximately \$150,000.00 advance lump sum alimony payment upon sale of the marital residence as outlined in the real property provisions herein. The amount not due for reimbursement is referred to as the vested amount of the lump sum alimony payment. Additionally, if the Respondent dies before the end of the ten year alimony term, the Petitioner will reimburse a prorated portion of the approximately \$150,000 up front alimony

payment to the Respondent's mother upon receipt of life insurance benefit. The reimbursement amount shall be determined pursuant to the following:

- i. First year (starting at the filing of the decree and ending on the anniversary of the decree) the full amount, approximately \$150,000
- ii. Subsequent years (starting and stopping on the anniversary of the filing of the decree) will be reduced by 10% of the full amount, approximately \$15,000 per year until the end of the 10 year alimony period at which time no reimbursement would be required. For example: the second, third and fourth years' reimbursement amounts would be approximately \$135,000, \$120,000 and \$105,000 respectively.
- iii. If the marital house is sold during the 10-year alimony period, but the Petitioner has not remarried or begun cohabitating, a prorated amount of the lump sum alimony shall be surrendered by the petitioner as outlined above, and monthly alimony payments shall increase by \$1,250 per month until the end of the alimony period.

LIFE INSURANCE

46. Petitioner shall remain designated as the primary beneficiary on Respondent's Northwestern Mutual term life insurance policy until such time as each minor child reaches the age of eighteen (18) at which time that child will be designated as a fifty percent (50%) beneficiary. Respondent shall have the option to discontinue the life insurance policy starting thirteen (13) years after the date of entry of the Decree of Divorce.

47. The whole life policy will be discontinued and chased out. The funds shall be used to pay off credit card and trailer loan balances. Any remaining funds shall be divided equally between the parties.

TAX RETURN

48. The parties shall file taxes for the 2026 tax year as each deem appropriate.

ATTORNEY'S FEES

49. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter.

MISCELLANEOUS

50. Respondent shall pay one-half of base mission costs (currently \$250 per month) for R.P.E. 's religious mission, during the two-year period of the mission. Funds shall be paid directly to the ward/church.

51. Parties shall maintain their joint Xfinity mobile plan for up to five (5) years. No changes shall be made to the account unless mutually agreed.

52. Both parties shall be mutually restraining from bothering, harassing, annoying, threatening, disparaging, or harming the other party at the other party's place of residence, employment or any other place.

53. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

54. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party separately or by the parties jointly.

55. This Decree of Divorce is the result of the Stipulated Settlement Agreement reached between the parties. The final documents were prepared as a service to both parties and shall not be interpreted against either as the “drafting party.”

56. Each party should execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and 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 has the same effect as if executed by the disobedient party.

57. Prior to filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.

58. Petitioner may be restored to her maiden name of McFarlane if she so desires.

EVANS and EVANS

PARENTING PLAN

Each parent has a loving and valuable relationship with the children and shall work together cooperatively with regard to the children's physical care and financial and emotional support.

The parents shall adhere to the following parenting plan provisions:

1. Co-Parenting Principles

- a. The Parties shall co-parent cooperatively, focusing on the physical, emotional, and financial well-being of the children.
- b. Each parent shall support and encourage the children's meaningful relationship with the other parent.
- c. Civil communication is required at all times. Name-calling or hostile communication is prohibited.

2. Communication Between Parents

- a. Primary communication shall occur via text or email, except in emergencies or time-sensitive situations.
- b. Parents shall timely share important information regarding the children's schooling, health, social activities, and other relevant matters.
- c. If information is available through public sources (e.g., school portals), each parent shall access it directly.

3. Joint Legal Decision-Making

- a. The Parties shall jointly decide major decisions affecting the children, including:

- i. Education and daycare
 - ii. Medical, dental, counseling, and orthodontic care
 - iii. Religious upbringing
 - iv. Extracurricular activities
 - b. Decision-making process:
 - i. Identify the issue
 - ii. Develop possible solutions
 - iii. Select the most reasonable solution in the children's best interests
4. Dispute Resolution for Major Decisions - If the parties cannot reach agreement:
- a. They may defer to the recommendations of an expert. If they still do not agree;
 - b. They shall attend mediation with a mutually agreed mediator (each party pays their own fees).
 - c. Agreements reached in mediation shall be reduced to writing and signed by both.
 - d. Only after a good-faith mediation attempt may a party seek Court involvement.
 - e. A party who frustrates this process may be ordered to pay the other's attorney's fees, court costs, and mediation costs.
5. Day-to-Day Responsibility
- a. The parent exercising parent-time shall make routine daily decisions.

b. Either parent may make necessary emergency decisions regarding the children's health or safety and shall inform the other immediately.

6. Information Access

a. Both parents shall have direct access to all school, medical, dental, and mental health records.

b. Each parent shall notify the other of medical appointments and emergencies.

c. Both parties shall provide written authorization enabling the other to access information from all providers.

7. School Access

a. Both parents may visit the children at school, receive school communications, and check the children out when necessary.

b. Disputes regarding education shall first go to mediation.

8. Medical Treatment Restrictions

a. Non-emergency, uninsured, elective medical/dental/orthodontic or alternative treatments require prior written consent from both parties. Costs must be agreed in writing before scheduling.

b. Violating parent may be denied reimbursement.

9. Travel Notice Requirements

a. Either parent may travel domestically with the minor children during their own parent-time without needing advance permission, provided they give standard notice.

b. Any international travel, or any travel that would interfere with the other parent's scheduled parent-time, must be mutually agreed to in advance and in writing.

c. When traveling with the children, the traveling parent shall provide the following, as required by Utah Code §81-9-202(19):

- i. Itinerary with travel dates
- ii. Destination(s)
- iii. Contact information
- iv. Name/phone of a third party aware of the children's location.

10. Participation in Activities

a. Both parents may attend the children's school events, church functions, activities, recitals, and sports.

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

11. Exchanges and Transportation

a. So long as the Petitioner resides in the marital home or stays in the city of Layton, the Respondent shall pick up and drop off the children at the designated start and end of their parent-time.

b. Children shall be ready on time for exchanges.

12. Contact Information

- a. Each parent shall provide the other with current address, phone number, and email within 24 hours of any change.

13. Parent/Child Communication

- a. Each parent shall encourage free and uncensored reasonable phone/virtual communication with the other parent.
- b. The children may contact either parent at any time.
- c. A parent shall reasonably facilitate calls when requested by the children.

14. Right of First Refusal

- a. Parental care is preferred over surrogate care.
- b. If child care is needed for periods of three (3) hours or more, the other parent shall be offered the opportunity to provide care before third-party caregivers are used.
- c. The parties shall create and maintain a mutually approved list of surrogate caregivers/babysitters who may be used by either parent without additional approval.
- d. Any caregiver not on the approved list must be mutually agreed upon in advance and in writing before caring for the minor children.
- e. Both parents shall provide names, addresses, and phone numbers of any caregivers used.

15. Conduct Around the Children

- a. The minor children shall have no contact with Respondent's father.

- b. Neither party shall speak negatively about the other parent or allow third parties to do so in the children's presence.
 - c. Neither party shall discuss court matters with or in front of the children.
 - d. Neither party shall disparage the other on social media or in public.
- 16. Introducing New Partners
 - a. Except for members of the minor child(ren)'s immediate or extended family, neither party shall permit any unrelated adult to stay overnight in the same residence while the minor child(ren) is exercising parent-time with that party. If either party is involved in a romantic relationship, that party's significant other, or partner shall not stay overnight in the residence during that party's parent-time with the minor child(ren). Minor children will not spend time with non-relatives or people that are not known by both parents without prior agreement.
- 17. Shared Calendar
 - a. Parents shall maintain a shared calendar for school events, appointments, practices, exchanges, and other child-related activities.
- 18. Substance Use Restrictions
 - a. Neither party shall use illegal drugs or consume alcohol to excess while caring for the children or prior to transporting them.
 - b. Alcohol and medications shall be stored securely and out of the children's reach.
- 19. Enforcement and Non-Waiver

- a. A party's failure to comply with any provision does not release the other party from their obligations.
- b. All provisions remain enforceable unless modified by written agreement or court order.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

APPROVED AS TO FORM this 27th day of July 2026.

*E-signed by Wade Taylor
with permission of Shari Evans*

/s/ Shari Evans

SHARI EVANS
Petitioner

APPROVED AS TO FORM this 29th day of July 2026.

*E-signed by Wade Taylor
with permission of Paul Evans*

/s/ Paul Evans

PAUL EVANS
Respondent

CERTIFICATE OF SERVICE & RULE 7 NOTICE

I hereby certify that on the 22nd day of July 2026, I caused a true and correct copy of the foregoing *Proposed Decree of Divorce* to be served on the following by the method indicated below. Further, the Proposed Decree shall be submitted in accordance with Rule 7 of the *Utah Rules of Civil Procedure*.

EMAIL:

SHARI EVANS

Petitioner

Email: sharimariaevans@hotmail.com

PAUL EVANS

Respondent

Email: paulscottevans@hotmail.com

LAW OFFICES OF WADE TAYLOR

/s/ Wade Taylor

WADE TAYLOR

Attorney