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IN THE SECOND JUDICIAL DISTRICT COURT, DAVIS COUNTY
FARMINGTON DIVISION, STATE OF UTAH

In the Matter of the Marriage of: KATHRYN PATRICE SUITER, Petitioner, and MICHAEL JAY SUITER, Respondent.	DECREE OF DIVORCE CIVIL NO. 254700766 JUDGE RONALD RUSSELL COMMISSIONER CHRISTINA WILSON
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THE COURT, having reviewed the parties' stipulation filed the 28th day of April 2026, having reviewed the file, entered its Finding of Fact separately in writing and upon good cause appearing hereby enters the following DECREE OF DIVORCE:

1. Residency: Petitioner Kathryn Patrice Suiter (hereinafter "Patrice") and Respondent Michael Jay Suiter (hereinafter "Michael") are bona fide residents of Davis County, State of Utah, and have been for at least three (3) months immediately prior to the filing of this action.
2. Jurisdiction is proper in this Court pursuant to Utah Code Ann. § 78A-5-102.
3. Venue is proper in this Court pursuant to Utah Code Ann. § 81-4-203.

4. Marriage Statistics: The parties were married on January 29, 2018, in the State of Hawaii.

The parties remained married and living in the marital home but are no longer operating in a marital relationship.

5. Grounds: Since the marriage of the parties, there have arisen irreconcilable differences between the parties, making it impossible to continue the marital relationship. As such, the parties agree to a divorce on grounds of irreconcilable differences under Utah Code Ann. § 81-4- 405(1)(h).

PARENTING PLAN

6. Custody: The parties have one (1) minor child born of the marital relationship, to wit: M.S.

born April 2021. No other children are expected.

7. The parties shall share joint legal custody of their minor child subject to the instant Parenting Plan. The parties stipulate and agree to share joint physical custody.

8. Parent-Time: The parties shall share equal parent-time as they may agree, or otherwise parties

shall exercise parent-time as detailed in the chart hereinbelow, with the parties to follow Utah Code Ann. § 81-9-303, for holiday and summer parent time. As such, parent-time shall occur, in the absence of an agreement by the parties, per the below bi-weekly parent-time rotation with the “Mom” and “Dad” days to be overnight visits. For the purpose of this legal document, Patrice should be considered the custodial parent and receive 183 nights while Michael will receive 182 nights.

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Dad	Dad	Mom	Mom	Dad	Dad	Dad

Week 2	Dad	Dad	Mom	Mom	Mom	Mom	Mom
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9. The additionally applicable provisions of Utah Code Ann. § 81-9-303 to the parties' agreement are set out herein:

(7) (a) For extended parent-time with the minor child under Subsection (6)(d) and at the election of the noncustodial parent, the noncustodial parent is entitled up to four weeks of parent-time with the minor child, when school is not in session for summer break.

(b) For the four weeks of extended parent-time for a noncustodial parent under Subsection (7)(a):

(b.i) two weeks, which may be consecutive, shall be uninterrupted parent-time for the noncustodial parent; and

(b.ii) two weeks, nonconsecutive, each individual week shall be uninterrupted parent-time for the noncustodial parent. may be interrupted by the custodial parent for a weekday visit on the same day.

(c) A custodial parent is entitled to uninterrupted parent-time with the minor child for two weeks, which may be consecutive, when school is not in session for summer break.

*The parties have agreed that Patrice is entitled to an additional two-week uninterrupted parent time with the minor child, uninterrupted two-week periods must be separated by at least four weeks.

(8) (a) Each parent shall provide notification to the other parent of the parent's plans for the exercise of parent-time for summer break under Subsection (7).

(b) For the notification requirement under Subsection (8)(a):

(b.i) in odd-numbered years:

(b.i.A) the noncustodial parent shall provide notice to the custodial parent by May 1; and

(b.i.B) the custodial parent shall provide notice to the noncustodial parent by May 15; and

(b.ii) in even-numbered years:

(b.ii.A) the custodial parent shall provide notice to the noncustodial parent by May 1; and

(b.ii.B) the noncustodial parent shall provide notice to the custodial parent by May 15.

(c) (i) If a parent fails to provide a notification within the time periods described in Subsection (8)(b), the complying parent may determine the schedule for summer break for the noncomplying parent.

(ii) If both parents fail to provide notice within the time periods described in Subsection (8)(b), the first parent to provide notice may determine the schedule for summer break for the other parent.

(d) If a custodial parent intends to interrupt a noncustodial parent's parent-time under Subsection (7)(b)(ii), the custodial parent shall provide notification to the noncustodial parent of the intent to interrupt parent-time within 10 days after the day on which the custodial parent receives notification of the noncustodial parent's plans for the exercise of interrupted extended parent-time.

(10) (a) Changes may not be made to the parent-time schedule under this section, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

(i) the holiday schedule for Mother's Day or Father's Day under Subsection (15);

(ii) the holiday schedule for the minor child's birthday, unless a parent is exercising uninterrupted extended parent-time under Subsection (7) and takes the minor child away from that parent's residence during the uninterrupted extended parent-time;

(iii) the holiday schedule for any holiday under Subsection (15) that is not Father's Day, Mother's Day, or the minor child's birthday;

(iv) extended parent-time under Subsection (7); and

(v) the schedule for weekday or weekend parent-time.

(11) A stepparent, grandparent, family member may pick up the minor child for parent-time if the custodial parent is aware of the identity of the individual and the noncustodial parent will be with the minor child by 7 p.m. Any other third party must be agreed upon by both parties in writing.

(12) If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the minor child's attendance at school for that school day.

10. Holidays: The parties agree that the holiday parent-time schedule will be according to Utah

Code Ann. § 81-9-303(15) with the following deviations and detailed holiday rotation to occur as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	Spring Break after school the day school lets out to 9 a.m. or the start of school the morning following conclusion of the Spring Break period
Father	Mother	Memorial Day beginning the final day of school before the holiday, after school lets out, through to the Tuesday morning following the

		holiday at 9 a.m. or the start of school
Mother	Father	July 4th beginning 6 p.m. the day before holiday to 6 p.m. on the day following the holiday
Mother	Father	Labor Day beginning the final day of school before the holiday, after school lets out, through to the Tuesday morning following the holiday at 9 a.m. or the start of school
Mother	Father	U.E.A./Fall Break Weekend (if applicable) after school or 8 a.m. the day school lets out to 8 a.m. or the start of school the day following conclusion of the U.E.A./Fall Break Weekend
Father	Mother	Halloween October 31 or the day Halloween is traditionally celebrated in the local community from after school, or if school is not in session then at 4 p.m., through to the morning following the holiday at 9 a.m. or the start of school
Father	Mother	Thanksgiving, subject to the below exceptions, the holiday begins from the time school ends on the final day of school before the holiday, through until the Monday following the holiday at 9 a.m. or the start of school *Patrice will have the child every year on the day before Thanksgiving commencing after school or as early as 12:00 p.m. through to Thanksgiving Day at 12:00 p.m.; and, *Michael will have the child every year on Thanksgiving Day commencing at 12:00 p.m. through to resuming the holiday scheduled rotation the day after Thanksgiving at 12:00 p.m.
Mother	Father	First Half of Christmas Vacation, including Christmas Eve and Christmas Day, and subject to the below exceptions, this holiday parent-time commences the day school ends for the holiday break, and continuing until December 26th at 12:00 p.m. * Even years Patrice has Mae from 12:00 pm Christmas eve to 12:00 pm Christmas Day. Mike can take Mae from 12:00 pm Christmas day until 10:30 pm Christmas day. Odd years Patrice has Mae from 12:00 pm Christmas eve to 10:30 pm Christmas Eve. Mike has Mae from 10:30 pm Christmas Eve to 12:00 pm Christmas Day. Patrice has Mae from 12:00 pm Christmas Day until 4:00 pm Christmas Day and the Mike resumes his time from 4:00pm Christmas day until December 26 at 12:00pm.
Father	Mother	Second Half of Christmas Vacation , from December 26 th at 12:00 p.m. until the holiday ends upon delivering the child to school on the day that school resumes, or until 9:00 a.m. the day after the holiday period ends if the child is not physically attending school.
Mother	Father	The day before or after child's birthday 3 p.m. to 9 p.m.
Father	Mother	Child's actual birthday 3 p.m. to 9 p.m.
Father	Father	Father's Day 9 a.m. to 8 a.m. the morning following the holiday
Mother	Mother	Mother's Day 9 a.m. to 8 a.m. the morning following the holiday

- a. Holidays include any "snow" days, teacher development days after the child begins the school year, or other days when school is not scheduled, contiguous to the holiday period, and take precedence over weekend parent-time. Changes may not be made to the regular rotation of the alternating weekend parent-time schedule.
- b. If a holiday falls on a weekend or on a Friday or Monday and the total holiday period extends beyond that time so that the child is free from school and the parent is free from work, the parent with the designated holiday shall be entitled to this lengthier holiday period.
- c. At the election of the parent with the designated holiday, parent-time over a scheduled holiday weekend may begin from the time the child's school is dismissed at the beginning of the holiday weekend or, if school is not in session, and if the parent with the designated holiday is available to be with the child, parent-time over a scheduled holiday period or holiday weekend may begin at approximately 8:00 a.m., accommodating the parents' work schedules.
- d. The child's birthday takes precedence over holidays and extended parent-time. A parent exercising parent-time for the child's birthday may bring other siblings along for the child's birthday.
- e. Travel out of the country: Patrice is forbidden from taking Mae to any Level 4 countries and forbidden from taking Mae without any other adults to any Level 3 countries according to the U.S. Department of State Travel Advisories Map. Patrice must receive written consent from Michael, provide a detailed itinerary and be accompanied by at least one other adult before taking Mae to any Level 3 countries. Patrice does not require written consent from Michael for any Level 2 and Level 1 countries.

f. Mae should always be allowed a valid passport.

11. First Right of Refusal: Each parent shall have the first right to provide care for the minor

child or children should the parent entitled to parent-time be personally unavailable to provide care during their parent-time for a period of three (3) hours or more. The unavailable parent must provide notice as soon as possible. The parent exercising the right must provide all transportation and must return the children within a reasonable time after the unavailable parent is able to resume their parent-time.

12. Transportation: The parent receiving the minor child for parent-time will be responsible

for picking up the minor child. Upon the minor child beginning elementary school attendance and thereafter, the parties should utilize school drop-offs and pickups to the greatest extent possible as an exchange point. The parent ending their parent-time will drop the child off at school in the morning, with the parent designated to enjoy the overnight, responsible for picking up the child after school. If school is not in session or during the summer months, the parent time exchanges will occur curbside with exchanges to occur at 12:00 pm for both Mom and Dad days. Should Michael not be able to attend his parent time he must notify Patrice right away.

Make up time can be considered but it is not required. Same goes for Patrice.

13. Relocation: If either party decides to relocate outside of Utah, or more than 55 miles

away, the parties agree that they will follow the statutory notice provisions in Utah Code Ann. § 81-9- 209. Neither party may relocate with the minor child without written consent of the other party or court order. The parties stipulate and agree to mediate in good faith to attempt to settle custody and parent-time issues related to a parent's relocation prior to taking the issue before the court.

14. Restrictions: The parties are each restrained from saying or doing anything that would tend

to diminish the love and affection of the child for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to the child about the issues in this matter, or from attempting to influence a child's preference regarding custody or visitation.

15. Both parties are restrained from making visitation arrangements through the child or from using the minor child as a messenger.

16. The minor child shall not have more than two (2) hours of screen time per day. This limitation can be reviewed as the child grows older.

17. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor child.

18. Both parties are mutually restrained from permitting third parties to do what they themselves are prohibited from doing under this paragraph and should have the affirmative duty to use his or her best efforts to prevent third parties from such violation or shall remove the child from such circumstances.

19. The parties should each be required to return any house keys, car keys, garage door opener, or any other device or knowledge that could be used to access the real or personal property that has been awarded to the other party.

20. The parents shall not question the child about each other's personal relationships, financial

spending, or otherwise use the child as a tool for discovery.

21. The parents shall not use either child as a confidante to counsel with about their own personal problems – especially if the problem is related to the other parent.

22. The parents shall not discuss adult issues with the child, including, but not limited to legal proceedings. Furthermore, each parent has a duty to keep court paperwork in a secure location so the child does not read it.

23. The parents shall not make negative or derogatory comments about each other or about the child's grandparents, or other extended family members, to the child or within the child's hearing range.

24. The parents shall not ask the child to lie for them or to keep something secret from the other parent.

25. Neither parent shall use drugs, non-prescribed drugs, or alcohol, or smoke/vape in the presence of the minor child, nor shall they allow any third party to do the same.

26. The parties will not allow romantic interests to spend the night during their parent time unless they are engaged to be married or have been in a serious relationship for more than six

(6) months, whichever occurs first.

27. Encouraged Actions: The parents are encouraged to maintain predictable schedules for the child – including similar mealtimes, homework schedules, chores, bedtimes, curfew, and other routines,

28. The parents are encouraged to maintain similar style of discipline of the child to allow the child predictability.

29. The parents are encouraged to speak about positive attributes of the other parent with and in the presence of the minor child.

30. Communication: The minor child will have unfettered access to contact the other parent at any time. There shall be no less than one phone call per day to the parent not exercising parent-time, to be initiated as the parties may agree.

31. All communication between the parents shall be honest, civil, factual, and aimed at maintaining a good parenting relationship with the other parent.

32. Communication about the child shall be between the parents only. The parents shall not require each other to speak with his or her new boyfriend/spouse or girlfriend/spouse.

33. Exchanging and Access to Information: The parties shall both have access to medical records, school records, court records, and any other information or records concerning their child.

34. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis. The parties shall timely notify each other of any school programs, extracurricular activities and sporting events their child may be involved in.

35. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

36. Decision Making: Both parties have the authority to make routine decisions regarding the child's day-to-day activities when the child is in his or her care.

a. Prescriptions and medications or body modifications (piercings, tattoos, etc.) for

the minor child:

a.i. We agree to use the following decision-making procedure:

a.i.1. Identify the issue;

a.i.2. Brainstorm possible solutions; and,

a.i.3. Choose the most sensible solution that considers, foremost, the needs and interest of the child and everyone else involved.

a.i.4. *Tie-Breaking Authority.* If the parties are unable to agree on a particular decision regarding prescriptions or medications, then Patrice should have final decision-making authority.

37. Dispute Resolution: The major decisions concerning their child's discretionary medical treatment, shall be made by Patrice. Religious training shall be determined by each parent during their time, however big decisions such as baptism must be agreed upon by both parents, if both parties can't agree, the parties stipulate and agree to mediate in good faith to attempt to religious issues prior to taking the issue before the court. Patrice will also have final decision-making authority for schooling for kindergarten through 6th grade so long as all the following requirements are met. 1) Mae cannot solely be homeschooled by Patrice. 2) Mae will be enrolled in either standard elementary school which is preferred by Michael or joint a homeschool co-op. 3) If she is enrolled in a homeschool co-op, the minimum schooling time for grades K-6 will be no less than four days per week and no less than 4 hours per day. 4) The minimum quantity of students enrolled in the homeschool co-op that Mae will have social interaction with while at school is no less

than 15 other students. 5) If Mae scores below average in standardized testing according to Utah testing averages, an alternate schooling option will be decided by Patrice. The alternative schooling option must also meet criteria 1-5. If after a year, the alternate schooling option does not meet criteria 1-5, Mae will be enrolled in traditional public school, Patrice will have say over the location of the public school.

Unless as otherwise identified in the prior paragraph, from seventh grade through graduation, Michael will have final decision-making authority for the type of schooling whether public, private, or home school. If the parties cannot agree on the schooling location that is in the best interest of the child, Practice will have final decision-making authority over the location of the school from seventh grade through graduation. If the parties have any future disagreement pertaining to their child generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. In the absence of an agreement at mediation, either party may initiate an action with the Court to seek determination from the Court. Both parties agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise, which would make formal negotiation not practical.

CHILD SUPPORT

38. Child Support: Child support on an ongoing basis to be paid by Michael in favor of Patrice as follows:

a. Patrice is currently employed and has a gross monthly income of approximately \$5,000.

b. Michael is currently employed and has a gross monthly income of approximately

\$10,145.

c. Child support should be calculated pursuant to the Uniform Civil Liability for Support Act, Utah Code Ann. § 81-6-201 et. al. According to a Joint Physical Custody calculator, Michael's child support obligation should be set at \$242 per month.

d. Said obligation shall commence when the decree of divorce is entered. Said payment shall be made via direct bank account transfer, Venmo, CashApp, or some other agreed-to electronic form of payment.

e. Child support shall continue until automatic termination at the time (1) the 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, or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. 78A-6-801.

f. One-half of the child support obligation shall be due no later than the 5th day of the month. The remaining one-half for child support shall be due no later than the 20th day of the month.

39. Medical/Dental Expenses. The party who can obtain the best coverage at the most

reasonable cost will obtain insurance for the medical expenses of the minor child in accordance with U.C.A. § 81-6-208.

a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for

the child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of child in the instant case.

b. Pursuant to Utah Code Ann. § 81-6-208(8), the parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium.

c. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.

d. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

e. If, at any point in time, the dependent child are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Patrice shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Michael shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child are not covered by that parent's health, hospital, or dental insurance plan but are covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if

it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

f. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

g. If the cost of provision of any of the medical and dental insurance coverage set forth above is by agreement unreasonable, with reference to the scope and extent of the coverage, then the parties shall be relieved of the obligation to maintain such insurance. If the parties both agree that the cost of the coverage is unreasonable, it shall be deemed so. If the parties disagree, the matter shall be subject to further Order of the Court.

40. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent

(50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor child may be involved in. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior written consent from the other parent shall be solely responsible for that expense and the child will not be obligated to attend that activity during the other's parent time. Neither party may arrange for the child to participate in an extracurricular activity during the other parent's designated time absent their written permission.

41. School Fees. The minor child shall be enrolled in homeschool co-op as defined herein above with the five (5) requirements stated therein through elementary school. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses after scholarship monies have been utilized, if applicable (i.e. registration, books, required supplies, lab fees, school lunch etc.) actually incurred by either party during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

REAL PROPERTY

42. The parties own a marital home located at 6883 S. River Way, South Weber, Utah 84405.

Patrice will be awarded the home and all the equity in the home. Patrice will make the mortgage payments (to Michael), adjustments to escrow, home insurance payments (included in escrow), pay utilities, taxes (included in escrow) and all other expenses of the home, and to indemnify and hold Michael harmless thereon, beginning on the day the decree of divorce is entered until she refinances or assumes the full mortgage, Michael “purchases” the home from her or the home is sold (all detailed hereinbelow), whichever occurs the soonest. Patrice will pay Michael the mortgage payments which include home insurance and taxes, and any changes in escrow via direct bank account transfer. Patrice can request and obtain a mortgage statement from Michael at any time which shows proof of historical mortgage payments. If Michael is late on a mortgage payment, he must pay the late payment before the next month’s mortgage payment is

due otherwise a late fee of \$3,000 per month must be paid to Patrice in addition to the mortgage payments until the mortgage payments are up to date. If Patrice is late in paying Michael the mortgage payment, the \$3,000 late fee does not apply.

43. During her possession of the home, Patrice cannot be delinquent on more than two (2) consecutive monthly mortgage payments, or she forfeits ability to refinance and keep the home, instead being required to defer to Michael's ability to take back ownership of the home and maintain the current mortgage which is already in his name or otherwise to sell the home, subject to Michael providing Patrice the full value of the home or otherwise Patrice receiving all proceeds from the sale of the home, less any amounts Michael paid for her towards the mortgage, taxes, insurance before the sale.

44. The mortgage and title are in Michael's name and will remain in Michael's name until Patrice refinances or assumes the mortgage on the home removing Michael from any and all liability. Patrice has no less than 12 months from the day the divorce is entered, and no more than 24 months, to refinance or fully assume the mortgage balance on the home and fully remove Michael's liability with the exception detailed in the next paragraph.

45. If after 12 months from the decree of divorce is entered Michael tries to purchase his own home but cannot purchase a home without being removed from the current mortgage (debt to income ratio too high, as an example) he will then provide Patrice written notice that she has to refinance or assume the mortgage to completely remove Michael from the mortgage debt within 2 months of that written notice. If Patrice cannot refinance, utilize a relative to refinance for her, or assume the mortgage within that 2 months or if she no longer desires to live in the home and wants to sell it, Michael will be given the first right to "purchase" the home from Patrice by paying her the equity in the home which is the difference between the fair market appraisal, done

by Gentry Lawson (with each paying one-half the cost of the appraisal) and the balance of the mortgage less any amounts Michael paid for her towards the mortgage, taxes, insurance before the sale. Michael will pay Patrice her equity upon Patrice vacating the home. If both Michael and Patrice agree on an arrangement to continue keeping Michael's name on the mortgage beyond two years from the entry of the decree of divorce, then extending beyond two years is allowed however if either party is not in agreement, Patrice will be required to refinance or assume the mortgage to completely remove Michael from the mortgage debt within 24 months from the day the divorce is entered. If both parties choose to keep Michael on the mortgage either party can decide to require Patrice to remove Michael from the mortgage at any time with written notice. Once written notice is given, Patrice has two months to refinance removing Michael from the mortgage and any and all liability.

45. If the home has to be sold because Michael does not want to pay Patrice her equity, because he cannot pay her equity, or because Patrice cannot refinance or assume the mortgage in her name, she will receive all net equity after the payment of the mortgage, taxes, fees, liens, commission and the like. The home will not be sold for any amount less than what would fully pay and satisfy the mortgage. If the home is to be sold Patrice can choose the realtor and agree on the commission to sell the home. Patrice will be responsible for paying all realtor fees, title fees, and any other closing costs associated with the sale of the home as well as any necessary repairs recommended by the realtor in order for the home to be marketable and sold.

46. Once the decree has been signed Patrice has the right to finish the basement and rent out all or a portion of the property. Michael will be considered free and clear of all liability concerning the basement finishing, it is up to Patrice to hire the necessary, qualified contractors and verify all previous work done by Michael.

47. Until Patrice can refinance or assume the mortgage, or until Michael “purchases” the home from Patrice, or until the home is sold, neither party will further encumber the home, borrow against the home, obtain a HELOC, any other debt or lien the home.

48. During the below process, neither party may make repairs or upgrades on the home and obligate the other to share in that expense unless both parties have agreed in writing to that expense in advance.

49. Unless agreed upon through written approval or text message Michael will vacate the residence within 30 days of signing the divorce decree.

MISCELLANEOUS

50. Taxes: The parties shall share equally the refund or liability for the 2025 tax year, except Michael will pay in full the taxes owed on stocks sold in 2025.

51. Patrice shall claim the minor child for tax purposes for odd numbered tax years, and Michael shall claim the minor child for even numbered tax years.

52. Pursuant to Utah Code Ann. § 81-6-210(5), a party may not claim a minor child for tax purposes unless doing so results in a tax benefit for that party.

53. Personal Property: All personal property will be divided informally. In the absence of a successful division, the parties will each list any and all marital property before conducting a draft to resolve the full division of property. Unless agreed otherwise, all items will be separately listed (i.e. no bedroom “sets” or couch “sets”, each item to be listed out separately). The parties will flip a coin to determine who selects first, with the parties rotating each pick until all property on the list has been selected.

54. Michael will be awarded the parties vehicles, all three of which are Toyotas. However, Michael will pay Patrice \$80,000 within 30 days of this agreement to be able to purchase a new vehicle.

55. Financial Accounts: The parties shall each be awarded their own separate accounts and assets as they itemized in their financial declarations.

a. Michael will be awarded the full balance of the America First account ending in 7923 minus the agreed upon one time car allowance of \$80,000 to Patrice. Michael will also be awarded the full balance of the Chase account ending in 1822; the Fidelity account ending in 1009; The Fidelity individual stock account ending in 5088; The E-trade individual stock account ending in 8358, The Parsons ESOP account ending in 7229A; The cryptocurrency account, any gold, silver, and precious metals; and \$200 cash.

b. Patrice will be awarded the full balance of any accounts in her name.

56. Retirement: Michael is awarded the full balance of the following retirement accounts: Fidelity Nucor 401k transferred to Rollover Roth IRA accounts ending in 0229/4987; Merrill 401K account ending in 2041; Cusco Financial Roth IRA ending in 0956; and his Fidelity Roth IRA retirement account ending in 7338. Patrice is awarded the full balance of her 401K Fidelity retirement account and her Health savings account.

57. Alimony: Patrice has a financial need for alimony and that Michael either has the ability to pay or otherwise that a division of the parties' respective monthly financial shortfall is appropriate.

58. Michael shall pay monthly alimony in the total amount of \$1,200 beginning the 1st day after the decree of divorce is entered (to coincide with the 1st day Patrice will need to pay the mortgage and other expenses on the home). Said payment shall be made via direct bank account transfer, Venmo, CashApp, or some other agreed-to electronic form of payment.

59. One-half of the alimony obligation shall be due no later than the 5th day of the month. The remaining one-half for alimony shall be due no later than the 20th day of the month.

60. Alimony will automatically terminate upon reaching May 1, 2030, the death of either party, Patrice's remarriage or her cohabitation as defined in Utah Code and relevant appellate case law.

61. Debt: The parties shall each assume and be solely responsible for any and all debts in their respective names, including those debts listed on the Financial Declaration.

62. The parties shall further hold harmless, indemnify, and defend the other from any liability or issue related to their personal debt.

63. Neither party may obtain or accrue any marital debts, including specifically any debt in the other party's name.

64. Maiden Name: Patrice shall be entitled to return to her maiden name, Harris, should she choose to do so.

65. Full Disclosure: The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any deliberate 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.

66. Attorney's Fees and Costs: Each party should be ordered to assume his or her own costs

and attorney's fees incurred in this action, if any.

This is a final order of the Court with the Judge's electronic signature, date and time of entry located at the top of the first page of this document.

APPROVED AS TO FORM AND CONTENT:

/S/ Jacob K. Cowdin
JACOB K. COWDIN
Attorney for Petitioner
Electronic signature affixed with written
Permission on the 15th day of July, 2026.

CERTIFICATE OF SERVICE

The below-signed hereby certifies and states that on the 30th day of July 2026 a true and correct copy of the foregoing, **DECREE OF DIVORCE** was served upon the Petitioner's counsel via Green Filing, and electronic mail addressed to the following:

Jacob K. Cowdin
Attorney for Petitioner

Via Utah ECF electronic Filing
and email: support@cowdingatewood.com
Jake@cowdingatewood.com

/S/ Daniel S. Drage
DANIEL S. DRAGE
Attorney for Respondent