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

In the Matter of the Marriage of:

KYLE BURTON,

Petitioner,

and

SARA BURTON,

Respondent.

DECREE OF DIVORCE

Case No. 254701661

Judge Jennifer Valencia
Commissioner Julie Winkler

The court, having considered the pleadings and the stipulation of the parties, having previously entered its Findings of Fact and Conclusions of Law, and being fully informed in the premises, enters its Decree of Divorce as follows:

JURISDICTION

1. Respondent Sara Burton ("Sara") has been an actual and bona fide resident of Davis County, State of Utah, for at least three months prior to the filing of this divorce action.

2. Petitioner Kyle Burton (“Kyle”) and Sara were married on November 13, 2015 in Salt Lake County, Utah.

3. Jurisdiction of, and venue in, this Court are proper.

4. The parties separated in approximately August of 2025.

GROUND

5. Kyle and Sara have been unable to resolve their marital problems, making continuation of their marriage impossible.

6. The parties are hereby granted a decree of divorce upon the grounds of irreconcilable differences, and the bonds of matrimony between the parties are dissolved.

CHILDREN, CUSTODY AND PARENT TIME

7. The parties have three minor children:

- a. GB, born 8/8/17;
- b. LB, born 9/18/19; and
- c. AB, born 12/2/22.

8. The parties shall share joint legal custody of their minor children.

9. The parties shall abide by the terms of the following Parenting Plan:

a. To the extent that they do not otherwise conflict with any of the provisions of this Decree, the parties shall abide by the advisory guidelines set forth at Utah Code §81-9-202. In the event of a conflict between the terms of this Decree and the guidelines, the terms of this Decree shall govern and take precedence.

b. The parties shall handle decision making regarding the minor children as follows:

i. Day to day and emergency decisions shall be made by the parent who the children are with at the time. In the event of an emergency involving a child, the other parent shall be notified as soon as reasonably possible.

ii. The parties shall attempt to reach shared decisions on behalf of the children in connection with all major decisions according to the following procedure:

(a) The parent who becomes aware of a decision concerning a child shall notify the other parent upon becoming aware of the issue.

(b) The parties shall then discuss the issue in an attempt to reach an agreement regarding the decision and in conjunction with this, consult with a professional or professionals (if applicable) qualified in the area of the decision.

(c) In the event the parties are unable to reach an agreement regarding the decision after discussion, they shall participate in mediation to address the decision. The mediator shall be mutually agreed upon, with the parties to share equally the cost of the mediator.

(d) If the parties are unable to reach an agreement regarding the decision in mediation, then Sara is entitled to make the decision, which is subject to Kyle's right to seek District Court review should he elect.

c. Extracurricular Activities shall be handled as follows:

i. The parties shall discuss the minor children's involvement in an extracurricular activity prior to enrolling a child in the activity. If the parties mutually agree upon an activity in writing, including the costs associated with the activity, then they shall share equally the expenses associated with the activity, transport the child to the activity during their parent time, and allow the child to attend the activity during their parent time.

ii. If a parent does not agree to an activity in writing, the other parent may still enroll the child in the activity, however the parent who does not agree with the activity is not responsible to share any expenses related to the activity, is not required to transport the child to the activity, and may decline to allow the child to attend the activity during their parent time.

d. All events and activities concerning the minor children; including health-care (medical, dental, or mental health), school or education, social and extracurricular activities shall be posted on a shared calendar.

i. The party who becomes aware of or schedules the appointment, activity or event shall post it to the shared calendar within 48 hours of becoming aware of or scheduling the matter.

e. Both parties shall have the right of first refusal to provide care for the minor children during the other parent's parent time if that parent is unavailable to be with the children overnight during their parent time.

i. The parent who exercises the option and the right of first refusal is responsible to provide all transportation in connection with exercising the option.

ii. The option may be exercised by the parent only and the parent exercising the right of first refusal must be directly providing the care, not any third party.

iii. This provision relates solely to parental absences away from their residence overnight and shall not be construed to prevent the children from having sleepovers with friends and family.

10. The parties are awarded joint physical custody of their minor children.

11. Parent time shall be as the parties agree, however if the parties do not agree, they shall share parent time with the minor children according to the following:

a. Regular parent time.

i. Regular parent time shall be in accordance with Exhibit A attached hereto and incorporated herein by reference.

ii. All transportation in connection with this regular parent time shall be in accordance with the provisions set forth within Exhibit A.

b. Holiday parent time shall be as set forth in Exhibit B attached hereto and incorporated herein.

i. The parties shall share the responsibility to transport the children in connection with the exercise of holiday parent time, with the parent who is commencing their time with the children being responsible to pick the children up at the beginning of their parent time.

c. Extended summer parent time shall be as follows:

i. All extended summer parent time for both parties shall be in accordance with Utah Code §81-9-303. In connection with this, for purposes of the extended parent time allocation, Sara shall be entitled to exercise the extended parent time schedule for the "custodial" parent and Kyle shall be entitled to exercise the extended parent time schedule for the "non-custodial" parent.

ii. Notice of extended summer parent time dates shall be provided as follows:

(a) Commencing with the 2027 calendar year and odd-number years thereafter, Sara shall provide written notice of her extended summer parent time dates on or before May 1st and thereafter,

Kyle shall provide written notice of his extended parent time dates on or before May 15th.

(b) Commencing with the 2028 calendar year and even-number years thereafter, Kyle shall provide written notice of his extended summer parent time dates on or before May 1st and thereafter, Sara shall provide written notice of her extended parent time dates on or before May 15th.

(c) If a parent fails to provide a notification within the time periods described above, the complying parent's election takes precedence. If both parents fail to provide notice within the time periods described above, the first parent who provided notice shall have their elections take precedence.

iii. Neither party may exercise any of their extended parent time over a holiday that belongs to the other parent for that year.

iv. The parties shall share the responsibility to transport the children in connection with the exercise of extended parent time, with the parent who is commencing their time with the children being responsible to pick the children up at the beginning of their parent time.

CHILD SUPPORT

12. Commencing the month of September of 2026, Kyle shall pay base child support in the sum of \$4,250.00 per month.

a. This child support figure is based upon utilizing a joint physical custody worksheet with Kyle assigned 145 overnights, Sara assigned 220 overnights, Kyle's gross monthly income of \$41,000.00 and Sara's gross monthly income of \$3,000.00.

b. Child support shall be paid in two equal monthly installments of $\frac{1}{2}$ on or before the 5th of the month and $\frac{1}{2}$ on or before the 20th of the month.

HEALTH INSURANCE AND EXPENSES

13. Kyle shall continue to provide the health insurance coverage on behalf of the minor children provided it is available to him at a reasonable cost.

a. In accordance with Utah Code § 81-6-208, the parties shall share equally the actual out of pocket costs for the children's portion of insurance premiums.

b. Any party who carries insurance on behalf of the children shall provide verification of coverage upon enrolling the children and thereafter provide this verification to the other party on an annual basis including coverage, providers, deductibles, copies of insurance cards, and claim forms.

c. The party carrying insurance shall also provide the other party with written notice of any change in the insurance carrier, premium or

benefits within thirty (30) days of the date they first knew of or should have known of that change.

14. Pursuant to Utah Code §81-6-208, the parties shall share equally all reasonable and necessary out of pocket and non-covered medical, dental, optical, orthodontic and prescription expenses incurred on behalf of the minor children; including deductibles and co-payments.

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

b. The parent obligated to reimburse an expense shall do so within 30 days of receipt of verification of the expense.

CHILD CARE AND SCHOOL FEES

15. Pursuant to Utah Code §81-6-209, the parties shall share equally all reasonable work-related daycare expenses incurred on behalf of the minor children.

16. The parties shall share equally all preschool, mandatory public school fees and the cost of school lunch for the minor children.

CHILDREN'S TAX DEDUCTIONS

17. The tax deductions for the minor children shall be handled as follows:

a. Commencing the 2026 calendar tax year, Kyle is awarded the state and federal tax deductions for LB, Sara is awarded the state and

federal tax deductions for AB, and the parties shall alternate the state and federal tax deductions for GB.

i. Kyle is awarded the deductions for GB for the 2026 calendar tax year and subsequent even-numbered calendar tax years until GB turns 18.

ii. Sara is awarded the deductions for GB him for the 2027 calendar tax year and subsequent odd-numbered calendar tax years until GB turns 18.

b. When GB turns 18, Kyle shall continue to claim LB and Sara shall continue to claim AB until LB turns 18.

c. When LB turns 18, the parties shall alternate the state and federal tax deductions for AB with Kyle being awarded the deductions for him in even-numbered calendar tax years until he turns 18 and Sara being awarded the deductions for him in odd-numbered calendar tax years until he turns 18.

d. In any calendar tax year that Sara will not receive a benefit in claiming a child or children as outlined above, she shall turn the tax deductions awarded to her for that calendar tax year over to Kyle so that he can claim the child or children she was entitled to claim for that calendar tax year.

e. Both parties shall cooperate in assisting one another in claiming the tax deductions awarded to them by executing IRS Form 8332

and any other forms required by the IRS in order to release the tax exemption to the other party for the years which they are entitled to claim.

i. Any such forms shall be completed by the parties and exchanged on or before February 15th of each year.

f. Kyle must be current in child support by December 31st of the year he is entitled to claim a child or children on taxes in order to claim the deductions.

i. In connection with this, if Sara believes that Kyle is not current in child support, she shall notify him in writing of such by December 15, including the amount of arrears claimed.

ii. Thereafter, Kyle shall have until December 31 in order to bring any arrears current.

iii. In the event that Kyle is not current or does not become current in child support by December 31 of the year he is entitled to claim, then Sara shall be awarded the deductions for the children he was entitled to claim for that year, provided she will receive a benefit in claiming.

REAL PROPERTY

18. The marital home and real property located at 1428 East Beechwood Drive in Layton, Utah shall be handled as follows:

a. Sara is awarded the property, together with all equity therein, as her sole and exclusive separate property free and clear of any claim or interest of Kyle.

i. Sara shall receive the property subject to all debt and encumbrance thereon, and she shall hold Kyle harmless from those debts and encumbrances; with the exception and excluding the Goldenwest CU HELOC loan which is Kyle's sole responsibility and obligation as addressed below.

b. Kyle is solely responsible to pay the utilities in connection with the home for the month of August of 2026.

c. Commencing the month of September of 2026 and thereafter, Sara is solely responsible to pay the utilities in connection with the home.

d. Within 30 days of the date Kyle is removed from the mortgage loan (addressed below), Kyle shall execute a quitclaim deed (or other type of deed if required by a lender) in order to deed the property to Sara in its entirety.

19. The rental home and real property located at 2815 West 1375 North in Layton, Utah is awarded to Kyle, together with all equity therein, as his sole and separate property free and clear of any claim or interest of Sara.

a. Kyle is awarded this property subject to all debts and encumbrances thereon, and he shall hold Sara harmless from those debts and encumbrances.

PERSONAL PROPERTY

20. With the exception of the property identified below, the parties have heretofore divided the personal property among themselves by agreement and each party shall keep the personal property in his or her possession as of the date of this Decree as a full and complete division of personal property.

21. Sara is awarded the 2025 GMC Yukon, ATV and her wedding ring (the ring shall be returned to Sara by September 4, 2026) as her sole and separate property free and clear of any claim or interest of Kyle.

a. Sara shall take all of this property subject to all debt, liability and encumbrance thereon, which she shall hold Kyle harmless from.

22. Kyle is awarded the 2024 GMC Sierra and 2015 Corvette as his sole and separate property free and clear of any claim or interest of Sara.

a. Kyle shall take all of this property subject to all debt, liability and encumbrance thereon, which he shall hold Sara harmless from.

23. By September 4, 2026, the parties shall cooperate in order to exchange and sign off on titles as necessary.

DEBTS

24. The debts shall be divided as follows:

a. Sara shall be responsible for paying these debts:

i. GWCU loan for GMC Yukon.

(a) Kyle shall pay the loan payment for the Yukon for the month of August of 2026.

(b) Commencing the month of September of 2026 and thereafter, Sara is solely responsible to timely make the monthly payments on the loan.

(c) Kyle is on this loan, however Sara is not required to remove Kyle from the loan provided she does not become delinquent in the payments.

(d) Should Sara fail to make two or more monthly payments on the loan, then she shall be required to refinance or assume the loan in order to remove Kyle from the loan obligation within 60 days of the date of the delinquency.

(e) If Sara fails to remove Kyle from the loan within this time frame, the vehicle shall be sold. The sale proceeds shall be utilized to pay off the loan, and Sara awarded any remaining net proceeds from the sale.

ii. American Express Gold credit card.

(a) Kyle shall be removed from the account by September 4, 2026, and shall not make any charges to the account. Both parties shall cooperate in order to complete and sign any forms required in order to remove Kyle from the account.

iii. Vivint (security system in connection with marital home at 1428 E. Beechwood Drive).

(a) Kyle shall cooperate in order to complete and sign any forms required in order to transfer the account and sole access to and control of the account to Sara, which shall be completed by September 4, 2026.

iv. Any credit cards solely in her name and any debts incurred solely by her or in her name, and any debts incurred solely by her after the date of the mediation on August 5, 2026.

v. Her own medical and dental expenses.

b. Kyle shall be responsible for paying these debts:

i. GWCU loan for GMC Sierra.

ii. GWCU loan for Chevrolet Corvette.

iii. GWCU HELOC

(a) No charges shall be made on the account, nor shall the obligation be increased by either party.

iv. American Express Reserve credit card.

v. Costco Citi credit card.

(a) Sara shall be removed from the account by September 4, 2026, and shall not make any charges to the account.

(b) Both parties shall cooperate in order to complete and sign any forms required in order to remove Sara from the account.

vi. SBA/EIDL loan in connection with the business "Burton Finance and Investments, Inc."

vii. Any credit cards solely in his name, any debts incurred solely by him or in his name, and any debts incurred solely by him after the date the mediation on August 5, 2026.

viii. His own medical and dental expenses.

25. Each party shall indemnify and hold the other party harmless from the debts and obligations assigned to them above.

26. The loan owing to Penny Mac for the mortgage on the marital home located at 1428 Beechwood Drive shall be handled as follows:

a. The loan is in both parties' names, however Sara is solely responsible for the obligation, and she shall indemnify and hold Kyle harmless from this loan.

b. Neither party shall make any alterations to the loan.

c. Kyle is responsible to pay the mortgage payment for the month of August of 2026.

d. Commencing the month of September of 2026 and thereafter Sara is solely responsible to timely make the mortgage payments on the loan.

e. Kyle is on this loan, however Sara is not required to remove Kyle from the loan provided she does not become delinquent in the payments.

i. Should Sara fail to make two or more monthly payments on the loan, then she shall be required to refinance or assume the loan in order to remove Kyle from the loan obligation within 60 days of the date of the delinquency.

ii. If Sara fails to remove Kyle from the loan within this time frame, the property shall be sold, with the following provisions to apply:

(a) Sara shall solely handle all aspects of the sale, including selection of a realtor and the terms of the sale.

(b) Kyle shall cooperate fully with the listing and sale, including signing a listing agreement with the realtor of Sara's choice, and signing off on any other documents required in relation to the listing and sale.

(c) Both parties shall exercise every reasonable and good faith effort to sell the property and cooperate with the realtor in all respects in order to sell the property in a timely fashion including accommodating showings and following the reasonable recommendations of the realtor regarding pricing.

(d) Sara shall be solely responsible for all costs of the sale, including closing costs, and commissions.

(e) Sara is awarded all net proceeds from the sale.

RETIREMENT AND INVESTMENT ACCOUNTS

27. Sara does not have any retirement or investment accounts in her name.

28. Sara is awarded the Robin Hood account in Kyle's name as her sole and separate property free and clear of any claim or interest of Kyle.

a. Both parties shall cooperate in order to complete and sign any documents or forms required in order to transfer the account to Sara, which shall be by September 4, 2026.

b. No transfers, withdrawals or loans shall be made or taken from the account until the transfer to Sara is completed.

29. Kyle's Voya 401(k) account shall be valued as of the date of entry of this Decree.

a. Each party is awarded $\frac{1}{2}$ of the total value of the account as of the date of entry, together with gains and losses on their respective portions of the account which accrue from the date of entry of the decree until the date of segregation of the account.

b. Sara's share of the account shall be allocated to her via QDRO or other court order or means of transfer required by the Plan.

c. No transfers, withdrawals or loans shall be made or taken from the account until the QDRO is implemented or the transfer to Sara is completed.

d. After implementation of the QDRO or completion of the transfer to Sara, the remaining balance of the account is awarded to Kyle as his sole and separate property free and clear of any claim or interest of Sara.

e. Any order or QDRO or other forms required in order to effectuate division of the retirement account shall be prepared by Rori Hendrix, with the parties to share equally the preparation costs.

i. The parties shall cooperate in order to provide to Rori any requested documents and information (including but not limited to statements) needed in conjunction with preparation, and shall also complete and sign any forms or other documents required in order to complete division of the account.

ii. Any division order, forms or documents shall be subject to both party's review and approval prior to being filed with the Court.

iii. The parties shall share equally any fees charged by the plan in connection with implementation of division of the account.

30. The Northwestern Mutual Brokerage account in Kyle's name shall be divided between the parties as follows-

a. Sara is awarded the total sum of \$30,000.00 from the account.

b. Kyle is awarded the remaining balance of the account after Sara receives her share of the account as set forth above.

c. The parties shall cooperate in order to complete and sign all forms necessary in order to effectuate division of the account, which shall be completed by September 4, 2026.

d. No transfers, withdrawals or loans shall be made or taken from the account until Sara receives her share of the account.

ACCOUNTS AT OTHER FINANCIAL INSTITUTIONS

31. The joint account at AFCU (#7791) is awarded to Sara as her sole and separate property free and clear of any claim or interest of Kyle.

a. The parties shall cooperate in order to complete and sign any forms necessary to remove Kyle from the account, which shall be completed by September 4, 2026.

b. The AFCU line of credit and Visa associated with account #7791 shall be closed. Neither party shall make any charges to the accounts. Both parties shall cooperate in order to complete and sign any forms required in order to close the line of credit and Visa, which shall be completed by September 4, 2026.

32. Kyle is awarded the following accounts as his sole and separate property free and clear of any claim or interest of Sara:

- a. Elite Venture Capital, LLC Chase business account (#0108),
- b. Elite Venture Capital, LLC Chase business account (#5872).
- c. Burton Monson & Associates, LLC Chase business account (#2325),

- d. FORUM, LLC Zions business account (#5702),
- e. FORUM, LLC Chase business account (#2602),
- f. FORUM, LLC Chase business account (#8881),
- g. FORUM, LLC Chase business account (#8899),
- h. FORUM, LLC Chase business account (#8907),
- i. Elevation Holdings, LLC Zions business account (#5652),
- j. Elevation Holdings, LLC Zions business account (#9722),
- k. Burton Finance & Investments, Inc. Chase business account (#3287),
- l. Burton Finance & Investments, Inc. Chase business account (#2765), and
- m. Burton Finance & Investments, Inc. Chase business account (#7262).

33. Sara does not have any financial institution accounts solely in her name.

TAXES

34. All state and federal tax returns for 2024 and prior joint filings are concluded and resolved without any outstanding issues, and all tax liability, refunds and stimulus funds have been allocated to the mutual satisfaction and agreement of the parties.

35. The parties shall file joint state and federal tax returns for 2025. The returns shall be prepared by Emilee Smith, with Kyle to be solely

responsible for the cost to prepare and file the returns, together with any and all tax liability.

a. Both parties shall cooperate in order to provide all documents and information to the tax preparer that are needed in order to prepare and timely file the returns.

b. Both parties are entitled to review and sign off on the returns before they are filed.

36. If any stimulus funds are issued in the future, which are based upon any joint tax filing, the parties shall share equally any such funds that are received. Whichever party receives the funds, that party shall promptly notify the other party in writing and tender to the other party that party's $\frac{1}{2}$ share of the funds within one week of receipt.

37. Commencing with the 2026 calendar tax year and each year thereafter, the parties shall file separate state and federal tax returns, with each party to be entitled to retain any refunds issued in relation to their individual returns free and clear of any claim or interest of the other party, and solely responsible for any and all state and federal liabilities relating to their respective individual returns.

BUSINESS INTERESTS

38. Kyle is awarded the following businesses as his sole and separate property free and clear of any claim or interest of Sara:

a. Elite Venture Capital, LLC,

- b. Elevation Holdings, LLC,
- c. Burton Monson & Associates, LLC (formerly KBSM),
- d. Burton Finance & Investments, Inc.,
- e. FORUM, LLC, and
- f. A & W Windows, LLC.

39. Kyle is awarded the businesses, together with all business interests, assets, equipment, accounts and property, subject to any debt, liability and encumbrance thereon.

40. Kyle shall hold Sara harmless from all debts, liabilities and encumbrances of the businesses.

41. Kyle is awarded the Disney Club 33 membership, together with all associated benefits as his sole and separate property free and clear of any claim or interest of Sara; with the exception that Sara is awarded a total of ten park entry tickets per calendar year, for so long as Kyle has the membership.

a. Kyle is awarded the membership subject to all debt and encumbrance thereon (including but not limited to taxes and fees), and he shall hold Sara harmless from the debts and encumbrances.

b. Sara shall cooperate in order to complete and sign any forms necessary to be removed from the membership and to sign any interest she may have in the membership entirely over to Kyle, which shall be completed by September 4, 2026.

INSURANCE

42. Sara shall continue to be covered under Kyle's health insurance policy until entry of this decree of divorce. Once this decree is entered, Sara shall be removed from the policy and is responsible for her own health insurance coverage at her sole cost.

43. Each party is solely responsible for their own automobile insurance coverage and associated premiums on the vehicles awarded to them at their own cost.

a. The existing joint auto insurance policy shall be segregated as necessary and transferred to the appropriate party.

b. The parties shall cooperate in order to complete and sign any forms necessary to effectuate this provision, which shall be completed by September 4, 2026.

44. Life insurance shall be handled as follows:

a. The policies listed below shall be maintained by Kyle, with all cash value therein to be utilized for the sole use and benefit of the child whom the policy is associated with. Kyle shall be solely responsible to service all premiums on the policies without any contribution, reimbursement or offset from Sara. Sara shall have access to the policies solely for purposes of reviewing the status of the policies.

i. Northwestern Mutual whole life policy on GB
(#2669),

- ii. Northwestern Mutual whole life policy on GB (#6389),
- iii. Northwestern Mutual whole life policy on GB (#7909),
- iv. Northwestern Mutual whole life policy on LB (#4854), and
- v. Northwestern Mutual variable life policy on AB (#7715).

b. Sara is awarded the Northwestern Mutual whole life insurance policy (#2396) covering her life, together with all cash value therein, as her sole and separate property free and clear of any claim or interest of Kyle.

i. Sara shall receive this policy subject to all obligations and liabilities related thereto (including but not limited to pay monthly premiums).

ii. All obligations and liabilities associated with this policy shall be Sara's sole responsibility and obligation, and she shall hold Kyle harmless from those obligations and liabilities.

c. Kyle is awarded the Northwestern Mutual whole life insurance policies (#8977, #2807, #2457, #3307 and #5607) and variable life insurance policies (#0738 and #6811) covering his life, together with all

cash value therein, as his sole and separate property free and clear of any claim or interest of Sara.

i. Kyle shall receive this policy subject to all obligations and liabilities related thereto (including but not limited to pay monthly premiums).

ii. All obligations and liabilities associated with this policy shall be Kyle's sole responsibility and obligation, and he shall hold Sara harmless from those obligations and liabilities.

d. Sara is awarded the three Northwestern Mutual term life insurance policies covering her life as her sole and separate property free and clear of any claim or interest of Kyle.

i. Sara shall receive these policies subject to all obligations and liabilities related thereto (including but not limited to pay monthly premiums).

ii. All obligations and liabilities associated with this policy shall be Sara's sole responsibility and obligation, and she shall hold Kyle harmless from those obligations and liabilities.

e. Kyle is awarded the five Northwestern Mutual term life insurance policies covering his life as his sole and separate property free and clear of any claim or interest of Sara.

i. Kyle shall receive these policies subject to all obligations and liabilities related thereto (including but not limited to pay monthly premiums).

ii. All obligations and liabilities associated with this policy shall be Kyle's sole responsibility and obligation, and he shall hold Sara harmless from those obligations and liabilities.

iii. In connection with this, so long as Kyle owes an alimony obligation or any obligation for payment on the global property settlement (addressed below) to Sara, he shall maintain Sara as a beneficiary of an amount of life insurance coverage on his life sufficient to cover these obligations.

(a) When there is no longer any obligation owing for alimony or on the global property settlement, this provision shall be vacated and Kyle is no longer required to maintain Sara as a beneficiary on any policy for any amount, and she shall be promptly removed as a beneficiary from any policy she is a beneficiary of.

f. Sara is awarded the Northwestern Mutual long-term care policy covering her as her sole and separate property free and clear of any claim or interest of Kyle.

i. Sara shall receive this policy subject to all obligations and liabilities related thereto (including but not limited to pay monthly premiums).

ii. All obligations and liabilities associated with this policy shall be Sara's sole responsibility and obligation, and she shall hold Kyle harmless from those obligations and liabilities.

g. Kyle is awarded the Northwestern Mutual long-term care policy covering his life as his sole and separate property free and clear of any claim or interest of Sara.

i. Kyle shall receive this policy subject to all obligations and liabilities related thereto (including but not limited to pay monthly premiums).

ii. All obligations and liabilities associated with this policy shall be Kyle's sole responsibility and obligation, and he shall hold Sara harmless from those obligations and liabilities.

PHONE ACCOUNTS AND NUMBERS

45. Each party is solely responsible for their own cell phone plan and account at their sole cost and each is solely responsible for any obligations or fees associated with their individual phones and phone lines.

a. Sara shall be removed from Kyle's plan and shall be awarded her own cell phone and number (435-830-7380).

b. The parties shall cooperate in order to sign and complete any forms necessary to implement this provision, including porting Sara's cell phone number to a new account or plan; which shall be completed by September 4, 2026.

ALIMONY

46. Commencing the month of September of 2026, Kyle shall pay alimony to Sara in the sum of \$15,750.00 per month, for a term of ten years.

a. Alimony shall be paid in two equal monthly installment payments of $\frac{1}{2}$ on or before the 5th of each month and $\frac{1}{2}$ on or before the 20th of each month.

b. Alimony shall terminate earlier than the ten-year term upon the death of either party, or upon Sara's re-marriage or co-habitation; whichever should first occur.

PROPERTY SETTLEMENT

47. As and for a global property settlement, Kyle shall pay to Sara the total sum of \$796,342.00, which sum shall not be assessed with, nor accrue interest (except in the event of non-payment as addressed below). Kyle shall pay this amount as follows:

a. The sum of \$96,342.00 to be paid in full by 5:00 p.m. on September 4, 2026.

b. The remaining sum of \$700,000.00 to be paid in annual payments of \$46,667.00 per year, to be tendered by December 31st of each year, commencing the 2027 calendar year until paid in full, and to be paid in full within 15 years.

c. Kyle may pre-pay any portion or all of the property settlement without penalty.

d. In the event that any installment payment on the property settlement is not tendered in full in accordance with the deadlines set forth above, then any sum owing on any installment payment shall be reduced to judgment and shall accrue interest at the statutory rate, commencing the first full day after expiration of the installment payment deadline.

RESTRAINING ORDERS

48. The following mutual restraining order shall be entered:

- a. The parties shall not harass, malign or defame the other.
- b. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party (this provision shall not be construed to prohibit consensual contact between a party and family members of the other party).
- c. All communication between the parties shall be civil, at reasonable times, and of reasonable frequency and duration.
- d. The parties are mutually restrained from disparaging one another to the minor children, alienating, or otherwise interfering with the other's relationship with the minor children; or allowing any third party to do so.
- e. The parties shall not involve the minor children in the legal disputes of the parties, financial matters, parent time or custody.

f. The parties shall not attempt to influence the minor children or the minor children's preferences with respect to issues of custody or parent time either by reward, punishment or guilt.

g. Neither party shall consume alcohol to the point of intoxication, during their parent time with the minor children.

h. Neither party shall consume illegal drugs.

i. Neither party shall consume prescription drugs without a valid prescription or contrary to or in excess of the prescription.

j. The parties shall ensure that all firearms in their residences are safeguarded and not accessible to the children.

k. The parties shall ensure that all alcoholic beverages in their residences are safeguarded and not accessible to the children.

l. Neither party will allow the children to be in the presence of any third party engaged in any activity prohibited by this restraining order, and the parties are under an affirmative duty to remove the children from any such setting.

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

MISCELLANEOUS

49. At her sole option and election, Sara may be restored to her maiden surname of "Webber."

50. The parties shall each pay their own attorney fees and costs incurred in this matter.

51. This decree settles all claims and issues between the parties as of the date of mediation, August 5, 2026. Accordingly, the parties have waived all such claims and interests, which are hereby extinguished.

52. The pretrial currently scheduled for September 15, 2026 shall be stricken.

53. Both parties shall execute all documents required in order to effectuate the terms of this Decree.

[The judge's electronic signature and date appear on the first page of this document.]

APPROVED AS TO FORM:

/s/ Jacob K. Cowdin
Attorney for Respondent

[Signed by Keith M. Backman with permission
of Jacob K. Cowdin]

Exhibit A

	Monda y	Tuesda y	Wednes day	Thursda y	Frida y	Saturd ay	Sunda y
Week 1	S	S	S	K	K	K	K
Week 2	S	S	S	K	S	S	S
Week 3	S	S	S	K	K	K	K
Week 4	S	S	S	K	S	S	S

*If school or daycare is in session, the parent time exchange will be as follows: the parent who is exercising their parent time period with the children is responsible to take the children to school or daycare in the morning at the conclusion of their last overnight parent time, and the parent who is commencing their parent time period with the children, is responsible to pick the children up from school or daycare in the afternoon of that same day in order to commence their parent time period.

*If school or daycare is not in session, the parent time exchange will take place at 8:00 a.m., with the parent who is commencing their parent time with the children being responsible to pick the children up at 8:00 a.m. from the parent whose parent time period is ending.

*Each party is responsible to transport the children to and from school or daycare during their parent time and is responsible for the children's timely arrival to and pick-up from school or daycare on their parent time days.

*All parent time exchanges will take place at school or daycare, when possible. Any parent time exchanges which do not take place at school or daycare will be curbside at the parties' residences.

S=Overnight for Sara

K=Overnight for Kyle

Exhibit B

Holiday	Holiday Time Period	Years Sara is Granted Holiday	Years Kyle is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering of the minor child to school on the day that school resumes.	Odd years	Even years
President's Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at: (a) the time school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins: (a) at the time that school is	Even years	Odd years

	dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.		
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	Mother's Each Year	
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	Father's Each Year	
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the	Odd years	Even years

	holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.		
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years

Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years