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

In the Matter of the Marriage of

MERRI ANN PERKINS,

Petitioner,

and

ROBERT DUANE CROWTHER,

Respondent.

DECREE OF DIVORCE

Case No. 264701058

Tier 4

The Honorable Jennifer Valencia
Commissioner Julie Winkler

The above-captioned matter has come before the Court for disposition based on the Petitioner Merri Ann Perkins (“Merri Ann”) and Respondent Robert Duane Crowther’s (“Bud”) Stipulation and Settlement Agreement, filed with the Court on August 14, 2026. The Court, having reviewed the parties’ Stipulation, having found the terms thereof to be fair and reasonable, having made its Findings of Fact and Conclusions of Law, and having been fully informed in the premises, now ORDERS, ADJUDGES and DECREES:

ARTICLE 1 - DECREE OF DIVORCE

- 1.1** The parties are awarded a Decree of Divorce, final upon entry, terminating the bonds of matrimony heretofore existing between them, upon the grounds of irreconcilable differences.

ARTICLE 2 - GENERAL PROPERTY AWARDS

- 2.1 GENERAL AWARD OF SEPARATE PROPERTY.** Consistent with the Premarital Agreement, each party is awarded all of his or her Separate Property, free and clear of any claim by the other. This broad award includes every legal, equitable, beneficial, possessory, contingent, vested, unvested, present, future, or derivative interest associated with the property, whether the property is specifically identified in this Decree of Divorce or not.
- 2.2 INCOME, APPRECIATION, AND DERIVATIVE PROPERTY.** Each party is awarded all income earned or received by a party before or during the marriage; all appreciation, increase in value, gains, rents, interest, dividends, distributions, retained earnings, stock splits, options, bonuses, deferred compensation, and proceeds attributable to that party's Separate Property or efforts; and all property acquired with or traceable to those amounts are awarded to that party as Separate Property.
- 2.3 GIFTS AND INHERITANCES.** Each party is awarded all gifts, devises, bequests, inheritances, beneficiary proceeds, trust interests, family partnership interests, and property received from third parties before or during marriage, together with all income, appreciation, proceeds, and replacement property derived therefrom.
- 2.4 NO REIMBURSEMENT, EQUITABLE LIEN, OR OWNERSHIP CLAIM.** Each party waives any claim for reimbursement, contribution, offset, equitable lien, constructive trust, unjust enrichment, or ownership based upon money, labor, skill, services, caregiving,

management, improvements, maintenance, insurance, taxes, mortgage payments, debt payments, or other contributions made to the other party, the other party's Separate Property, or an entity in which the other party holds an interest. Any such contribution was voluntary unless documented in a separate written loan or ownership agreement signed by both parties.

2.5 PROPERTY HELD IN TRUST OR THROUGH AN ENTITY. Property held in a party's revocable trust, estate-planning vehicle, nominee arrangement, or similar vehicle remains that party's Separate Property. An award of a business interest transfers only the party's ownership interest and associated rights; it does not transfer assets owned by the entity or impair the rights of other owners, lenders, or third parties.

2.6 PROCEEDS, REPLACEMENTS, AND TRACING. The award of an asset includes all sale proceeds, insurance proceeds, condemnation proceeds, distributions, exchanges, replacements, substitutions, reinvestments, refinancing proceeds, and traceable property derived from that asset, whether acquired before, during, or after the marriage.

2.7 PROPERTY IN A PARTY'S POSSESSION OR CONTROL. Except for property expressly identified as Joint Property or specifically awarded otherwise, each party is awarded all tangible personal property currently in that party's possession, residence, storage, vehicle, office, safe-deposit box, or exclusive control. Possession does not override an express contrary allocation in this Decree of Divorce.

2.7.1 However, the parties shall agree upon a date within thirty (30) days of execution of the parties' Stipulation and Settlement Agreement where Merri Ann shall have the ability to do a walk through the Wanship home so she can identify any remaining

items of personal property in the Wanship home that she would like to retrieve.

2.7.2 The parties shall cooperate on a date and time for Merri Ann to retrieve all agreed upon property.

2.7.3 If the parties cannot agree upon the division of the personal property Merri Ann would like to retrieve from the Wanship home, the parties shall address the issue in mediation.

2.8 TAX ATTRIBUTES AND RECORDS. The award of property herein includes all tax basis, depreciation history, loss carryforwards, credits, deductions, elections, records, warranties, titles, contracts, keys, access devices, and documents associated with the property, to the extent transferable and attributable to the owner under applicable law.

2.9 NO EQUALIZATION EXCEPT AS EXPRESSLY STATED. Because the parties contracted that their Separate Property would remain separate, neither party is entitled to an equal division of the other party's Separate Property or to any property equalization payment.

2.10 EXCLUSIVE POSSESSION AND SURRENDER OF PROPERTY. Each party is entitled to exclusive possession, control, and use of all real and personal property awarded to that party. To the extent either party, or any person claiming through that party, occupies or stores property at premises awarded to the other, or retains keys, remotes, codes, or access credentials for such property, that party shall vacate, remove only his or her own property, transfer or terminate utilities and services for which that party is responsible, and surrender all means of access no later than thirty (30) days after the execution of the parties' Stipulation and Settlement Agreement. The premises shall be left in substantially

the same condition as of execution of the parties' Stipulation and Settlement Agreement, ordinary wear and tear excepted. Continued occupancy or prior use creates no tenancy, lien, reimbursement right, or ownership interest. If possession and access have already been surrendered, this obligation is deemed satisfied.

ARTICLE 3 - PROPERTY AWARDED TO MERRI ANN

- 3.1 GENERAL AWARD.** Merri Ann is awarded all property identified in Exhibit A, all property disclosed as hers in Schedule "A" to the Premarital Agreement, all property now titled in her name or in the name of her revocable trust, and all other Separate Property belonging to her under Articles 2 and 3, free and clear of any claim by Bud.
- 3.2 REAL PROPERTY.** Merri Ann is awarded all right, title, and interest she owns or claims in the following real property, together with all buildings, fixtures, mineral rights, water rights, easements, rents, deposits, escrow balances, insurance proceeds, sale proceeds, and replacement property:
- 3.2.1** 69 Rio Grand Ave, Farmington, Utah;
 - 3.2.2** 87 Rio Grand Ave, Farmington, Utah;
 - 3.2.3** 1449 West 4620 South, Hurricane, Utah; and
 - 3.2.4** any other real property identified in Exhibit A or acquired with proceeds traceable to Merri Ann's Separate Property as set forth in the Premarital Agreement. See Exhibit A
- 3.3 REAL-PROPERTY DEBT AND EXPENSES.** Merri Ann shall assume and timely pay all mortgages, trust deeds, liens, property taxes, assessments, insurance premiums, utilities, maintenance costs, and other obligations associated with real property awarded

to her, and shall indemnify and hold Bud harmless from them. Bud acquires no interest by reason of any past payment or contribution. If Bud's name appears on title, a mortgage, or another instrument relating to property awarded to Merri Ann, the parties shall comply with Sections 6.4, 6.10, and 13.5, herein.

- 3.4 CASH AND FINANCIAL ACCOUNTS.** Merri Ann is awarded all cash, checking accounts, savings accounts, money-market accounts, certificates of deposit, brokerage accounts, securities, digital assets, cryptocurrency, and other financial accounts held in her name, her trust's name, or for her benefit, including all accounts and successor accounts derived from the checking, savings, cash, and brokerage assets listed in Schedule "A" to the Premarital Agreement.
- 3.5 RETIREMENT, PENSION, AND ANNUITY BENEFITS.** Merri Ann is awarded all retirement and deferred-compensation interests standing in her name or attributable to her employment or contributions, including any Utah Retirement Systems pension or account, the Wells Fargo annuity referenced in Schedule "A," IRAs, 401(k)s, 403(b)s, pensions, profit-sharing plans, deferred-compensation plans, annuities, survivor benefits from a third party, and all increases, earnings, rollovers, and successor accounts. Bud waives any claim to these benefits, and no domestic relations order is required to divide them.
- 3.6 BUSINESS AND ENTITY INTERESTS.** Merri Ann is awarded all of her ownership, membership, partnership, voting, management, distribution, capital-account, redemption, buy-sell, and derivative rights in any business or entity, including, to the extent still owned or traceable: (a) her fifty-percent interest in Dell Cox Family Partnership, LLC;

(b) her fifty-percent interest in Hanegan Farms, LLC; (c) her twenty-five-percent interest in Grandview Associates, L.C.; and (d) all successor, affiliated, reorganized, merged, or replacement entities and interests. Bud waives any valuation, ownership, reimbursement, or distribution claim relating to these interests.

3.7 LIFE INSURANCE AND THIRD-PARTY BENEFITS. Merri Ann is awarded all policies of insurance owned by her, all cash values, dividends, refunds, and policy rights, and all proceeds or traceable property derived from insurance on the life of Mark D. Perkins or any other third person. Bud waives all claim to those policies and proceeds.

3.8 TIMESHARES, VEHICLES, AND RECREATIONAL PROPERTY. Merri Ann is awarded the Lake-Time House Boats timeshare or membership identified in Schedule “A,” if still owned, together with all successor rights and proceeds, and all automobiles, trailers, recreational vehicles, watercraft, and titled personal property registered or titled in her name or listed in Exhibit A, subject to associated debt assigned to her.

3.9 PERSONAL PROPERTY. Merri Ann is awarded all jewelry, clothing, furnishings, artwork, collections, family heirlooms, photographs, electronics, tools, household goods, and other tangible personal property currently in her possession or listed in Exhibit A. Bud disclaims any ownership interest in those items.

3.10 CLAIMS, RECEIVABLES, AND INTANGIBLE RIGHTS. Merri Ann is awarded all accounts receivable, promissory notes payable to her, refunds, deposits, causes of action personal to her, intellectual property, royalties, licenses, loyalty points, memberships, and contractual rights owned by or payable to her.

3.11 DEBTS ASSOCIATED WITH MERRI ANN’S PROPERTY. Merri Ann shall assume

and pay all debts in her sole name and all debts secured by or incurred for property awarded to her, including any obligations listed in Exhibit A. She shall indemnify and hold Bud harmless from those debts, subject to the creditor provisions in Article 7.

ARTICLE 4 - PROPERTY AWARDED TO BUD

- 4.1 GENERAL AWARD.** Bud is awarded all property identified in Exhibit B, all property disclosed as his in Schedule “B” to the Premarital Agreement, all property now titled in his name or in the name of his revocable trust, and all other Separate Property belonging to him under Articles 1 and 3, free and clear of any claim by Merri Ann.
- 4.2 REAL PROPERTY.** Bud is awarded all right, title, and interest he owns or claims in the residence, land, and improvements at 366 Fox Run Road, Wanship, Utah 84017, together with all fixtures, mineral rights, water rights, easements, rents, deposits, escrow balances, insurance proceeds, sale proceeds, and replacement property. Bud is also awarded any other real property listed in Exhibit B or acquired with proceeds traceable to his Separate Property.
- 4.3 REAL-PROPERTY DEBT AND EXPENSES.** Bud shall assume and timely pay all mortgages, trust deeds, liens, property taxes, assessments, insurance premiums, utilities, maintenance costs, and other obligations associated with real property awarded to him, and shall indemnify and hold Merri Ann harmless from them. Merri Ann acquires no interest by reason of any past payment or contribution. If Merri Ann’s name appears on title, a mortgage, or another instrument relating to property awarded to Bud, the parties shall comply with Sections 6.4, 6.10, and 13.5.
- 4.4 CASH AND FINANCIAL ACCOUNTS.** Bud is awarded all cash, checking accounts,

savings accounts, money-market accounts, certificates of deposit, brokerage accounts, securities, digital assets, cryptocurrency, and other financial accounts held in his name, his trust's name, or for his benefit, including the Mountain America accounts, Charles Schwab account, and successor accounts identified in Schedule "B" to the Premarital Agreement.

4.5 RETIREMENT, PENSION, ANNUITY, AND EMPLOYEE BENEFITS. Bud is awarded all retirement, pension, deferred-compensation, annuity, and employee-benefit interests standing in his name or attributable to his employment or contributions, including Utah Retirement Systems and PEHP benefits, the LSW 403(b) annuity, the Allianz IRA annuity, the Allianz nonqualified annuity, any death-rollover or survivor benefit derived from a third person, IRAs, 401(k)s, 403(b)s, pensions, profit-sharing plans, deferred-compensation plans, and all increases, earnings, rollovers, and successor accounts. Merri Ann waives any claim to these benefits, and no domestic relations order is required to divide them.

4.6 VEHICLES, EQUIPMENT, AND RECREATIONAL PROPERTY. Bud is awarded, to the extent still owned or traceable, the 2008 Ponderosa camper, Kubota four-wheel-drive tractor and front-end loader, 2008 Honda CR-V, 2011 Chevrolet Silverado 2500 HD, his interest in any boat owned with his children, and all other vehicles, trailers, recreational property, machinery, equipment, and titled personal property registered or titled in his name or listed in Exhibit B, subject to associated debt assigned to him.

4.7 PERSONAL PROPERTY. Bud is awarded all tools, firearms lawfully owned by him, sporting equipment, furnishings, artwork, collections, family heirlooms, photographs,

electronics, household goods, and other tangible personal property currently in his possession or listed in Exhibit B. Merri Ann disclaims any ownership interest in those items.

4.8 BUSINESS, CLAIMS, AND INTANGIBLE RIGHTS. Bud is awarded all business and entity interests standing in his name, all accounts receivable, promissory notes payable to him, refunds, deposits, causes of action personal to him, intellectual property, royalties, licenses, loyalty points, memberships, and contractual rights owned by or payable to him.

4.9 LIFE INSURANCE AND THIRD-PARTY BENEFITS. Bud is awarded all policies of insurance owned by him, all cash values, dividends, refunds, and policy rights, and all proceeds or traceable property derived from insurance or survivor benefits on the life of any third person. Merri Ann waives all claim to those policies and proceeds.

4.10 DEBTS ASSOCIATED WITH BUD'S PROPERTY. Bud shall assume and pay all debts in his sole name and all debts secured by or incurred for property awarded to him, including any obligations listed in Exhibit B. He shall indemnify and hold Merri Ann harmless from those debts, subject to the creditor provisions in Article 6.

ARTICLE 5 - JOINT PROPERTY

5.1 IDENTIFICATION OF JOINT PROPERTY. The parties represent that they have previously divided all Joint Property, including but not limited to, joint financial accounts, jointly titled tangible property, jointly titled real property, joint deposits and escrows, and any other type of property or account that could be considered Joint Property as defined in the Premarital Agreement. Each waives any claim that the other's

Separate Property became marital or jointly owned by commingling, use, contribution, appreciation, or the passage of time.

- 5.2 AFTER-DISCOVERED JOINT PROPERTY.** A party who discovers or controls omitted Joint Property shall disclose it in writing within ten (10) days and shall not transfer, encumber, dissipate, or conceal it pending division. The Court retains jurisdiction to divide such property and impose appropriate remedies for nondisclosure or dissipation.

ARTICLE 6 - DEBTS, LIABILITIES, & CREDITORS

- 6.1 SOLE-NAME DEBTS.** Each party shall assume, pay, and hold the other harmless from every debt, obligation, credit card, loan, line of credit, medical expense, tax obligation, judgment, lien, guaranty, or liability in that party's sole name, whether incurred before, during, or after the marriage, unless this Decree of Divorce expressly assigns the obligation otherwise.
- 6.2 PROPERTY-RELATED DEBTS.** Each party shall assume and pay every debt secured by or incurred for property awarded to that party, regardless of the name in which the debt appears.
- 6.3 JOINT DEBTS.** The parties have no joint debts. If a joint debt is omitted, the party whose conduct or property primarily gave rise to the debt shall pay it; if the debt arose from a truly joint expense and cannot reasonably be attributed to one party, the parties shall share it equally.
- 6.4 REFINANCING AND REMOVAL FROM LIABILITY.** When a debt assigned to one party also obligates the other, the responsible party shall use diligent, good-faith efforts

to refinance, assume, pay off, or otherwise remove the other party from contractual liability within thirty (30) days after entry of this Decree of Divorce. The responsible party shall provide reasonable proof of timely payment upon request.

6.5 CREDITOR NOTIFICATION. Each party shall promptly notify creditors, lenders, insurers, taxing authorities, and account administrators of the division of debts and property when reasonably necessary. Each party shall use best efforts to remove the other party as an authorized user, co-obligor, mailing recipient, or account contact from obligations assigned to that party.

6.6 NO NEW JOINT OBLIGATIONS. Effective immediately, neither party may incur any new charge, advance, loan, lien, obligation, or liability in the other party's name or against the other party's property, use the other party's credit or identity, or make a charge on a joint account except with prior written consent.

6.7 UNDISCLOSED OR CONTINGENT LIABILITIES. A debt or liability not disclosed before execution of the parties' Stipulation and Settlement Agreement shall be the sole responsibility of the party who incurred, authorized, guaranteed, concealed, or benefited from it. That party shall indemnify the other from all principal, interest, penalties, fees, collection costs, attorney fees, credit damage, and consequential loss caused by the obligation.

6.8 INDEMNIFICATION PROCEDURE. A party seeking indemnification shall give reasonably prompt written notice of a third-party claim and permit the responsible party a reasonable opportunity to address it, provided delay in notice does not waive indemnification except to the extent of actual prejudice. If immediate payment is

reasonably necessary to prevent default, lien, repossession, foreclosure, tax levy, or material credit damage, the protected party may pay the amount and recover it, with interest at the statutory judgment rate, from the responsible party.

6.9 NO THIRD-PARTY RELEASE. The allocation of a debt governs only the rights and duties between the parties. It does not alter a creditor's rights, release a party from a contract, or require a creditor to accept the allocation.

6.10 TITLED PROPERTY, REGISTRATION, AND INSURANCE. For every vehicle, trailer, watercraft, equipment item, or other titled property awarded to a party, the recipient shall be solely responsible for possession, insurance, registration, taxes, maintenance, secured debt, and risk of loss beginning upon execution of the parties' Stipulation and Settlement Agreement or actual delivery, whichever occurs later. The nonrecipient shall sign and deliver any title, registration, lien-release, or transfer document within ten business days after request. The recipient shall use diligent, good-faith efforts to remove the other party's name from title, registration, insurance, and related liability within thirty (30) days after entry of this Decree of Divorce. Until removal is completed, the recipient shall maintain legally sufficient insurance protecting both parties and shall indemnify the nonrecipient from all claims, losses, citations, taxes, and expenses associated with the property.

ARTICLE 7 - TAXES

7.1 GENERAL ALLOCATION. Consistent with the Premarital Agreement, each party is responsible for federal, state, local, property, payroll, self-employment, and other taxes attributable to that party's Separate Property, income, business activities, deductions,

credits, elections, and transactions.

7.2 PRIOR RETURNS. Each party represents that all tax returns filed solely in that party's name were that party's responsibility. For any joint return previously filed, the parties' obligations to the taxing authority remain governed by law, but their obligations between themselves are allocated under this Article.

7.3 UNFILED AND FUTURE RETURNS. For every tax year not yet filed, including the year in which the Decree is entered, the parties shall file separate federal and state returns consistent with their legal filing status unless they later agree in a written instrument signed by both parties to file jointly. Neither party may compel a joint return. Any agreement to file jointly shall address preparation, review, signing, payment, refund allocation, audit control, and indemnification before the return is filed.

7.4 ALLOCATION OF JOINT-RETURN REFUNDS. Any refund, credit, carryforward, or overpayment arising from a previously filed joint return shall be allocated by a mutually selected certified public accountant according to the source of income, withholding, estimated payments, deductions, and credits that produced it. Amounts attributable to one party shall be paid to that party; amounts attributable to Joint Property or inseparable joint items shall be divided equally. The parties shall endorse and deliver refund checks and execute necessary forms within five business days after request.

7.5 ALLOCATION OF JOINT-RETURN DEFICIENCIES. Any additional tax, interest, penalty, assessment, or professional fee arising from a joint return shall be borne by the party whose income, property, deduction, omission, reporting position, late payment, or misconduct caused it. Liabilities attributable to inseparable joint items shall be divided

equally. Penalties and interest caused by one party's delay, nondisclosure, or inaccurate information shall be borne solely by that party.

7.6 AUDITS AND COOPERATION. Each party shall promptly provide the other with notices concerning a joint return and shall reasonably cooperate in any audit, appeal, amended return, refund claim, or collection matter. Neither party may settle a joint-return issue in a manner that materially prejudices the other without reasonable notice and an opportunity to participate. Professional fees shall be allocated according to responsibility for the issue, or equally if responsibility cannot reasonably be determined.

7.7 TAX DOCUMENTS. Each party shall provide reasonably requested Forms W-2, 1099, K-1, mortgage-interest statements, property-tax statements, basis records, closing statements, and other tax documents concerning a joint return or Joint Property within ten business days after receipt or request. A party may redact information unrelated to the joint issue.

7.8 NO TAX REPRESENTATION. Neither party nor family-law counsel makes any representation concerning the tax treatment of this Decree of Divorce, an equalization payment, property transfers, debt payments, retirement benefits, or beneficiary designations. Each party has been advised to obtain independent tax advice before signing.

ARTICLE 8 - RETIREMENT, EMPLOYEE BENEFITS, & INSURANCE

8.1 MUTUAL WAIVER OF RETIREMENT CLAIMS. Each party irrevocably waives every claim to the other party's pension, retirement plan, annuity, deferred compensation, profit-sharing plan, 401(k), 403(b), IRA, government benefit, employee

benefit, stock plan, survivor annuity, death benefit, or similar account, whether vested or unvested and whether attributable to service before or during marriage. Each account and benefit is confirmed as the Separate Property of the participant or owner.

8.2 NO DOMESTIC RELATIONS ORDER. No qualified domestic relations order, domestic relations order, or other division order shall be prepared to transfer any portion of one party's retirement benefits to the other. If a plan administrator requires an order, consent, disclaimer, or waiver solely to confirm a party's lack of interest or remove a former-spouse designation, the parties shall cooperate, and the account owner shall bear the ordinary preparation and processing cost unless the need arose from the other party's default.

8.3 PLAN DOCUMENTS AND CONTRACTUAL WAIVER. The parties understand that a plan administrator or insurer may be required to follow governing plan documents or federal law when paying benefits. Regardless of the administrator's obligation, the waivers and transfer duties in this Decree of Divorce are enforceable between the parties and their estates. A party who receives a benefit waived herein shall hold it in constructive trust and transfer it as required by Section 10.4.

8.4 HEALTH INSURANCE. Each party is responsible for obtaining and paying for his or her own health, dental, vision, Medicare supplement, long-term-care, and disability coverage after entry of the Decree of Divorce. A party losing coverage through the other may elect any continuation coverage available by law or plan terms at the electing party's sole expense. The employee or policyholder shall timely provide required election notices and forms but has no obligation to subsidize the coverage.

- 8.5 LIFE INSURANCE.** Except for a policy expressly identified in a signed writing after entry of the Decree of Divorce, neither party is required to maintain life insurance for the benefit of the other. Each party is awarded all ownership rights in policies owned by that party and may change beneficiaries without the other's consent, subject to Article 10.
- 8.6 SOCIAL SECURITY AND GOVERNMENT BENEFITS.** Each party retains any Social Security, Medicare, veterans, public retirement, or other government benefit available to that party under governing law. Nothing in this Decree of Divorce assigns a benefit that cannot lawfully be assigned or waives a statutory benefit that cannot lawfully be waived; however, neither party has any contractual claim against the other based upon such benefits.

ARTICLE 9 - SPOUSAL SUPPORT & PERSONAL EXPENSES

- 9.1 PERMANENT MUTUAL WAIVER OF ALIMONY.** Consistent with Section 8.04 of the Premarital Agreement, each party knowingly, voluntarily, irrevocably, and permanently waives alimony, maintenance, spousal support, temporary support, and any similar payment from the other, now and forever. The waiver applies regardless of age, health, disability, retirement, income change, asset change, need, remarriage, cohabitation, or any other changed circumstance.
- 9.2 NO CONTINUING JURISDICTION TO AWARD ALIMONY.** This Decree shall deny alimony to both parties and shall not reserve the issue. To the fullest extent permitted by law, the Court shall have no continuing jurisdiction to create, modify, extend, or revive an alimony obligation for either party, except jurisdiction to enforce the waiver and any related indemnity.

- 9.3 NO SUPPORT ARREARAGE.** The parties stipulate that no unpaid alimony, temporary support, separate-maintenance obligation, or household-expense reimbursement is due from either party.
- 9.4 PERSONAL, MEDICAL, AND LONG-TERM-CARE EXPENSES.** Each party shall pay his or her own present and future living, personal, medical, dental, mental-health, prescription, insurance, disability, nursing, assisted-living, and long-term-care expenses. Each waives any claim that the other is responsible for such expenses by reason of the marriage or any prior course of conduct.
- 9.5 PAST CONTRIBUTIONS AND LIVING EXPENSES.** Except for amounts expressly preserved in this Decree of Divorce, each party releases all claims for reimbursement, accounting, or contribution concerning household expenses, travel, entertainment, utilities, insurance, maintenance, healthcare, family expenses, or support paid before entry of the Decree.

ARTICLE 10 - STATE, BENEFICIARY, & FIDUCIARY RIGHTS

- 10.1 MUTUAL WAIVER OF ESTATE RIGHTS.** In addition to the waivers in the Premarital Agreement, each party irrevocably waives every right arising from marriage or former-spouse status in the other party's estate or property, including any elective share, intestate share, omitted-spouse share, homestead right, family allowance, exempt-property allowance, dower, curtesy, community-property right, right to administer the estate, priority of appointment, right to serve as personal representative, and right as an "heir" or beneficiary under any wrongful-death or similar statute, except a right expressly granted in a written instrument executed after entry of the Decree of Divorce.

- 10.2 TRUSTS AND ESTATE-PLANNING DOCUMENTS.** Each party waives any beneficial, fiduciary, appointment, removal, consent, information, accounting, or other right under the other party's will, trust, power of appointment, transfer-on-death designation, payable-on-death designation, beneficiary deed, or estate-planning document executed before entry of the Decree of Divorce, unless the instrument was executed or reaffirmed after the Decree and expressly identifies the former spouse by name and status.
- 10.3 POWERS OF ATTORNEY AND HEALTHCARE DIRECTIVES.** To the extent not already revoked by law, each party revokes any authority previously granted to the other under a power of attorney, healthcare directive, HIPAA authorization, financial authorization, account authorization, or fiduciary nomination. Each party shall promptly update such documents and return or destroy copies in his or her possession upon request.
- 10.4 BENEFICIARY DESIGNATIONS AND CONSTRUCTIVE TRUST.** As between the parties, each waives any benefit payable because the other party failed to remove a pre-Decree beneficiary designation on life insurance, retirement benefits, annuities, payable-on-death accounts, transfer-on-death accounts, or similar arrangements. A party who receives a waived benefit shall hold the net proceeds in constructive trust and, within ten business days after receipt, transfer them to the person or estate that would have received them had the former spouse predeceased the owner, unless the owner executed a post-Decree designation expressly naming the former spouse.
- 10.5 DUTY TO UPDATE DESIGNATIONS.** Within thirty (30) days after entry of the

Decree of Divorce, each party shall review and, as desired, update beneficiary designations, wills, trusts, deeds, powers of attorney, healthcare directives, and fiduciary nominations. Upon reasonable request, a party shall provide redacted confirmation that the former spouse has been removed where removal is required by this Decree of Divorce, without disclosing the identity of the replacement beneficiary.

- 10.6 FURTHER DISCLAIMERS.** Each party shall execute any disclaimer, renunciation, consent, waiver, deed, or other instrument reasonably necessary to effectuate this Article. The obligations in this Article survive the death of either party and bind their estates, personal representatives, heirs, devisees, and assigns.

ARTICLE 11 - PERSONAL PROPERTY, DIGITAL ACCOUNTS, & ADMINISTRATIVE MATTERS

- 11.1 PERSONAL PROPERTY IN POSSESSION.** Except for items specifically listed in Exhibits A or B, each party is awarded the personal property currently in that party's possession or located at property awarded to that party. Each represents that he or she has had a reasonable opportunity to identify and retrieve personal property.
- 11.2 FINAL EXCHANGE OF PROPERTY.** Any remaining exchange of personal property shall occur no later than November 30, 2026 at the Wanship Property. Neither party may enter the other's residence, storage area, vehicle, or property without prior written consent.
- 11.3 TITLES, KEYS, AND RECORDS.** Each party shall deliver to the recipient all titles, deeds, keys, garage remotes, access cards, safe combinations, warranties, manuals, tax records, and other documents reasonably necessary to possess, transfer, insure, or

manage property awarded to the recipient.

11.4 PERSONAL DOCUMENTS AND FAMILY RECORDS. Each party shall return the other's original passport, birth certificate, Social Security card, medical records, financial records, estate documents, and other personal identifying documents. Either party may obtain copies of nonconfidential family photographs or shared historical records at that party's expense, subject to reasonable protection of third-party privacy.

11.5 DIGITAL ACCOUNTS AND ELECTRONIC DATA. Each party is awarded all email, cloud-storage, social-media, domain-name, subscription, digital-media, loyalty, rewards, cryptocurrency, and online accounts registered solely to that party. Within ten (10) days after entry of the Decree of Divorce, each shall remove the other's accounts from devices retained by that party, return or delete the other's private electronic data, and cease accessing the other's accounts. Neither party shall delete the other's data before providing a reasonable opportunity to preserve it.

11.6 PASSWORDS AND ACCOUNT SECURITY. Each party shall change passwords, recovery contacts, security questions, and multi-factor authentication for his or her accounts and shall not use, retain, disclose, or attempt to obtain the other party's credentials. Any shared subscription or account shall be closed, divided, or transferred to the party keeping the subscription.

11.7 MAIL AND ADDRESS CHANGES. Each party shall promptly submit address changes and shall forward to the other any first-class mail, tax document, legal notice, financial statement, or package received for the other. Neither party shall open or retain the other's mail except with written permission or as authorized by law.

11.8 CONFIDENTIAL FINANCIAL INFORMATION. The parties shall preserve the confidentiality of the financial schedules to the Premarital Agreement and any nonpublic account information received in the divorce, except disclosure reasonably necessary to counsel, accountants, financial institutions, insurers, taxing authorities, courts, law enforcement, estate representatives, or as otherwise required by law. If the Premarital Agreement is filed, the parties may seek appropriate redaction or sealing of confidential schedules.

11.9 NON-INTERFERENCE. Neither party shall impersonate the other, use the other's identity or credit, divert the other's mail or funds, interfere with the other's employment, business, property, professional relationships, or financial accounts, or make a knowingly false report for the purpose of causing financial or reputational harm. This provision does not restrict truthful testimony, legal claims, protected speech, or good-faith reports to authorities.

ARTICLE 12 - MUTUAL RELEASES & AFTER-DISCOVERED MATTERS

12.1 CLAIMS NOT RELEASED. The releases set forth in this Decree of Divorce do not apply to enforcement of the Premarital Agreement, or the Decree; tax-allocation rights under Article 7; indemnification rights; nonwaivable statutory rights; criminal matters; or an independent tort or contract claim expressly preserved in Section 12.3. No claim is preserved merely because a party was unaware of it unless this Decree of Divorce expressly preserves it or the claim cannot lawfully be released.

12.2 AFTER-DISCOVERED SEPARATE PROPERTY. Separate Property omitted from this Decree of Divorce remains awarded to its owner under the Premarital Agreement

without any claim by the other. The omission of Separate Property does not create Joint Property or an equalization claim, except where the owner intentionally misrepresented or concealed a material fact relied upon in negotiating an express term of this Decree of Divorce.

12.3 NO FRAUDULENT TRANSFER. Each party represents that he or she has not transferred, encumbered, hidden, or dissipated property to defeat the Premarital Agreement, this Decree of Divorce, or a creditor.

12.4 FINALITY. The parties intend this Decree of Divorce to end all financial entanglement between them except the limited obligations expressly stated herein. Each accepts that the value of retained property may rise or fall and that later regret, changed circumstances, or a difference in value is not a basis to reopen the settlement.

ARTICLE 13 - IMPLEMENTATION, ENFORCEMENT, & MISCELLANEOUS

13.1 INCORPORATION INTO DECREE. The parties request that the Court approve their Stipulation and Settlement Agreement and incorporate and merge its material terms into this Decree of Divorce. The Premarital Agreement is incorporated by reference and, as modified herein, remains binding. The covenants, waivers, releases, indemnities, and obligations intended to survive the Decree shall remain enforceable as contract terms to the fullest extent permitted by law.

13.2 ATTORNEY FEES THROUGH ENTRY OF DECREE. Each party shall pay his or her own attorney fees, expert fees, and costs incurred through entry of the Decree of Divorce.

13.3 ATTORNEY FEES FOR DEFAULT OR ENFORCEMENT. A party who materially

defaults shall indemnify the other for reasonable attorney fees, expert fees, costs, and expenses necessarily incurred to obtain compliance, provided the enforcing party substantially prevails. This provision supplements the attorney-fee provision in the Premarital Agreement and survives the Decree.

13.4 FURTHER DOCUMENTS AND CONVEYANCES. Each party shall execute and deliver, within ten (10) business days after request or by a specific deadline stated herein, every deed, title, assignment, authorization, waiver, disclaimer, tax form, account form, retirement form, release, or other document reasonably necessary to implement the settlement. A party shall not condition signature upon receiving a benefit not required by this Decree of Divorce.

13.5 FAILURE TO EXECUTE DOCUMENT. If a party fails to execute a required document after written demand and expiration of the applicable deadline, the other party may seek an order authorizing the Decree or another instrument to operate as the required conveyance, appointing a person to sign, or granting other relief necessary to complete the transfer, together with fees and costs under Section 13.3.

13.6 COOPERATION WITH THIRD PARTIES. The parties shall cooperate reasonably with title companies, lenders, plan administrators, financial institutions, insurers, accountants, and government agencies. Cooperation does not require a party to incur an unreimbursed material expense or assume a liability not assigned to that party.

13.7 MODIFICATION. No amendment, waiver, or modification of this Decree of Divorce is valid unless set forth in writing and approved by the court when court approval is legally required. An oral statement, course of conduct, temporary accommodation, or failure to

enforce does not permanently modify the Decree of Divorce.

13.8 WAIVER. A waiver of one breach is not a waiver of another or later breach. A delay in enforcement does not waive a right unless the waiver is in a signed writing. The remedies in this Decree of Divorce are cumulative unless expressly stated otherwise.

13.9 SEVERABILITY AND REFORMATION. If a provision herein is held invalid or unenforceable, the remaining terms of this Decree of Divorce remain effective.

13.10 GOVERNING LAW AND VENUE. Utah law governs this Decree of Divorce. Any enforcement proceeding shall be brought in the court retaining jurisdiction over the divorce, unless that court lacks jurisdiction over the particular matter.

13.11 BINDING EFFECT. This Decree of Divorce binds and benefits the parties and their respective estates, heirs, devisees, personal representatives, successors, and permitted assigns. Neither party may assign a personal performance obligation without the other's written consent, but a money judgment or property right may be assigned as permitted by law.

13.12 NO THIRD-PARTY BENEFICIARIES. Except as necessary to enforce an express estate or beneficiary waiver, this Decree of Divorce creates no enforceable right in a person or entity that is not a party. References to creditors, plan administrators, children, heirs, entities, or professionals do not make them parties or beneficiaries.

13.13 HEADINGS AND CONSTRUCTION. Headings are for convenience and do not limit meaning. Singular includes plural when appropriate; "including" means "including without limitation"; and references to a party include that party's trust, estate, representative, or successor when context requires. The parties' Stipulation and

Settlement Agreement shall be construed as jointly drafted, without a presumption against either party or counsel.

13.14 TIME IS OF THE ESSENCE. Time is of the essence for payment, transfer, refinancing, tax, insurance, and document-execution deadlines. If a deadline falls on a weekend or legal holiday, performance is due on the next business day unless delay would cause default or loss of rights.

13.15 SURVIVAL. All property awards, debt allocations, waivers, releases, tax obligations, indemnities, confidentiality obligations, beneficiary waivers, further-assurance duties, and enforcement provisions survive entry of the Decree of Divorce and the death of either party until fully performed.

The Court's Electronic Signature Will Appear on the First Page of This Document

APPROVED AS TO FORM:

/s/ Robert Duane Crowther

Robert Duane Crowther

Respondent pro se

DATED: September 4, 2026

*(Electronically signed by David L. Hanks
with digitally signed copy on file)*

EXHIBIT A
PROPERTY AND DEBT AWARDED TO MERRI ANN PERKINS

This exhibit is illustrative and supplements the broad award in Articles 2 and 3. Omission of Separate Property does not alter the award. “Traceable property” includes proceeds, replacements, exchanges, reinvestments, and successor accounts.

Category	Property / Identifying Information	Disposition / Debt Allocation
Real property	69 Rio Grand Ave, Farmington, UT 84025 87 Rio Grand Ave, Farmington, UT 84025 1005 N. Tortoise Rock Rd or Dr?, Washington, UT 84780 Units #5-12, 17-20	Award to Merri Ann; Merri Ann assumes all associated debt and expenses.
Real property	1449 West 4620 South, Hurricane, Utah H-3403-F 2-acre lot, Hurricane, Utah	Award to Merri Ann; Merri Ann assumes all associated debt and expenses.
Cash and bank accounts	All checking, savings, cash, money-market, CD, and successor accounts in Merri Ann’s name or trust, including accounts traceable to Schedule “A.”	Award to Merri Ann, subject to any Joint Property expressly listed in Exhibit C.
Brokerage and investments	All brokerage, securities, cryptocurrency, investment, and successor accounts in Merri Ann’s name or trust.	Award to Merri Ann.
Retirement and annuities	All URS interests, pension rights, retirement accounts, Wells Fargo annuity, IRAs, 401(k)s, 403(b)s, and successor accounts in Merri Ann’s name.	Award to Merri Ann; Bud waives all interest; no division order.
Life insurance and proceeds	All life-insurance policies owned by Merri Ann and all proceeds/traceable property from insurance on Mark D. Perkins or another third person.	Award to Merri Ann.
Business interest	50% membership interest in Dell Cox Family Partnership, LLC, and all successor/traceable interests. 12% interest in the Foundary Apartments	Award to Merri Ann.
Business interest	50% membership interest in Hanegan Farms, LLC, and all successor/traceable interests.	Award to Merri Ann.
Timeshare/recreational	Lake-Time House Boats timeshare/membership and any successor or traceable interest. 9-Day Even Year on Desert Diamond	Award to Merri Ann
Vehicles	2025 Hyundai Tuscon 2009 Dodge Ram 1500 Truck	Award to Merri Ann; associated debt assigned to her.
Personal property	Jewelry, furniture, furnishings, artwork, heirlooms, electronics, and other property in Merri Ann’s possession.	Award to Merri Ann.

Other asset	2025 RZR, 2012 Polaris quads (2), 2025 E-bike, 3 bikes	Award to Merri Ann.
Debt	Mortgages	Merri Ann shall pay and indemnify Bud.

EXHIBIT B
PROPERTY AND DEBT AWARDED TO ROBERT DUANE CROWTHER

This exhibit is illustrative and supplements the broad award in Articles 2 and 4. Omission of Separate Property does not alter the award. “Traceable property” includes proceeds, replacements, exchanges, reinvestments, and successor accounts.

Category	Property / Identifying Information	Disposition / Debt Allocation
Real property	366 Fox Run Road, Wanship, Utah 84017	Award to Bud; Bud assumes all associated debt and expenses.
Cash and bank accounts	All Mountain America and other checking, savings, cash, money-market, CD, and successor accounts in Bud’s name or trust, including accounts traceable to Schedule “B.”	Award to Bud
Brokerage and investments	All Charles Schwab, securities, cryptocurrency, investment, and successor accounts in Bud’s name or trust.	Award to Bud.
Retirement and annuities	All URS/PEHP benefits, LSW 403(b) annuity, annuities, death-rollover/survivor benefits, and successor accounts.	Award to Bud; Merri Ann waives all interest; no division order.
Camper	2008 Ponderosa camper and any replacement or sale proceeds.	Award to Bud; associated debt assigned to him.
Equipment	Kubota four-wheel-drive tractor and front-end loader and any replacement or sale proceeds.	Award to Bud; associated debt assigned to him.
Vehicle	2008 Honda CR-V, or replacement/proceeds.	Award to Bud; associated debt assigned to him.
Vehicle	2011 Chevrolet Silverado 2500 HD, or replacement/proceeds.	Award to Bud; associated debt assigned to him.
Watercraft	Bud’s interest in any boat owned with his children and any replacement or sale proceeds.	Award to Bud, subject to third-party ownership rights.
Personal property	Tools, sporting equipment, furnishings, artwork, heirlooms, electronics, and other property in Bud’s possession, with the exception of Merri Ann being allowed to do a walkthrough of the home to determine items the parties agree upon for division.	Award to Bud.
Life insurance and third-party benefits	All policies owned by Bud and all insurance/survivor benefits derived from a third person.	Award to Bud.
Other asset	E-Bike and Two Pedal Bikes	Award to Bud
Debt	None	Bud shall pay and indemnify

		Merri Ann.
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CERTIFICATE OF DELIVERY

I hereby certify that on the 4th day of September 2026, I caused a true and correct copy of the foregoing to be served to the following:

Robert Duane Crowther
Respondent pro se
 Email: Crowther.bud@gmail.com

☐ Court's Electronic Filing System
☐ U.S. Mail
☐ Hand Delivery
☒ Email

/s/ Tauni Cancilla