The Order of the Court is stated below:
Dated: November 06, 2026 04:48:21 PM **/s/** JOSEPH BEAN
District Court Judge

CAMILLE E. MACKAY (16216)
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IN THE SECOND JUDICIAL DISTRICT COURT
DAVIS COUNTY, STATE OF UTAH

In the matter of the marriage of **SPENCER CLARK**, Petitioner, and **JENNIFER CLARK**, Respondent.	**DECREE OF DIVORCE** Civil No.: 264700689 Judge Joseph Bean Commissioner Julie Winkler

BASED UPON the Findings of Fact and Conclusions of Law filed herewith, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

The definitions that apply to this document are:

Petitioner:	Spencer Clark ("Petitioner" or "Spencer")
Respondent:	Jennifer Clark ("Respondent" or "Jennifer")
Date of Marriage:	August 25, 1993 (the "Date of Marriage")
Child:	MMC (dob 10.12.2011) ("Minor Child" or "Child").

PARTIES AND JURISDICTION

1. Residency. Jennifer is a resident of Davis County, State of Utah, and has been so for at

least three months immediately before the filing of this action.

2. Marriage Information. The parties married on the Date of Marriage above in Sanpete County, Utah and are currently husband and wife.

3. Grounds. Petitioner and Respondent have experienced differences in their marriage that cannot be reconciled and are granted a decree of divorce on those grounds.

4. Child Custody Jurisdiction - UCCJEA. The Minor Child resides in the State of Utah and has for greater than six months before the filing of this action. Utah is the "home state" of the Minor Child.

5. Rule 100 Disclosure; Prior or Related Proceedings. Jennifer is not aware of any civil protective order or pending criminal actions to which both Jennifer and Spencer are parties. Jennifer does not have information of any other custody proceedings concerning the Minor Child nor of any other person not a party to this action who has physical custody or claims rights of custody or parent-time concerning the Minor Child.

6. Personal and Subject Matter Jurisdiction, Venue. The District Court of Davis County, Utah has personal and subject matter jurisdiction and is the proper venue for this divorce.

CHILD CUSTODY AND SUPPORT

7. Legal Custody of the Minor Child. The parties are awarded joint legal custody of the Minor Child.

8. Residence. The Minor Child is 14 years old. The child may determine which of the parties' residence should be her residence.

PARENTING PLAN

9. Decision Making and Dispute Resolution. Each party shall make day-to-day, routine decisions for the Minor Child while they are in that party's household.

10. Dispute Resolution. For any major decision falling within the scope of joint legal custody, the parties shall confer and attempt in good faith to resolve any dispute. If they remain at an impasse, the party who had the child living with him/her for the previous thirty days from making the decision, shall have the ability to make the decision.

11. Communications. The parties shall communicate with one another by text or email. Their communications shall be limited to child-related matters only. The parties shall share information regarding the child at least once a month, including but not limited to, school information, medical information, and any information reported to a parent by the Minor Child. Communications between parents shall be factual and respectful. Disparagement and/or name-calling shall be prohibited.

12. Special Functions. Special consideration shall be given by each parent to make the Minor 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 that may inadvertently conflict with the parent-time schedule.

13. Change of Contact Information. To the extent either parent relocates or changes a phone number or e-mail address, the parent shall provide notice within 24 hours of said change.

14. Non-Disparagement / Communication About Proceedings. Neither party shall disparage the other to the Minor Child or in front of the Minor Child, nor allow a third party to disparage either parent in the presence of the Minor Child. The Minor Child shall not be used to pass messages between the parents.

15. Access to Records. The parties shall have equal access to school, medical, religious, and other social and vital records of the Minor Child directly from the provider or organization.

16. Access to Professionals. The parties shall have equal access to counselors, teachers, and other professionals related to the needs of the Minor Child. They shall have equal rights to participate in parent-teacher conferences, medical and dental checkups, and any process necessary to facilitate any special education or other special needs that the Minor Child may manifest.

17. Virtual Parent-Time and Phone Contact. Both parents have the equipment for virtual (video) parent-time and phone contact. The child has her own phone and the parties and the child shall have the ability to freely communicate with the child.

18. Communication and Civility. Frequent open, honest, and direct communication between the parties is essential to an effective parenting relationship. The parties shall in a civil manner on all topics necessary to raise the Minor Child. The parties shall conduct their communications in a business-like manner without assuming intent, placing blame, or disputing past acts or events. The parties shall keep communications productive and respect boundaries. The parties shall protect the child from being involved in the marital disputes or litigation.

19. Mutual Respect, Sharing of Information. The parties shall encourage and foster the relationship of the Minor Child with the other parent. The parties shall promptly share all information regarding the Minor Child, including but not limited to schooling, medical treatment, and extracurricular activities. For purposes of this provision, “promptly” means within time frame set forth in paragraph 11. Neither parent shall use the Minor Child to gather

information about the other parent. This includes interrogating or "pumping" her for information about parent-time with the other parent.

20. Emergencies. If the Minor Child becomes significantly ill or significantly injured, the party exercising parent-time shall notify the other immediately for emergent situations and shall follow the directions of any treating medical professionals. For a non-emergent situation that may require medical attention, each parent shall report the incident and status within 24 hours.

21. Non-Compliance. If either party fails to comply with a provision of the foregoing parenting plan, the other party's obligations under the parenting plan shall not be affected. The parties shall endeavor in good faith to perform the provisions.

22. Relocation. If a parent desires to relocate more than 25 miles from his or her home address, then the provisions of Utah Code § 81-9-209 shall apply.

23. Travel. If either parent travels more than 150 miles from his or her residence overnight with the Minor Child, all of the following must be provided to the other parent: (a) an itinerary of travel dates; (b) destinations; (c) places where the child or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the location of Minor Child.

24. Significant Others. With respect to relationships entered into after the Decree of Divorce, neither party shall introduce or spend overnights during parent-time with the Minor Child with a significant other unless the party has been in a committed relationship for a period of three months.

END OF PARENTING PLAN

25. Physical Custody of the Minor Child. The parties are awarded joint physical custody.

The Minor Child received a variance from her residential school district to attend school outside her neighborhood school but within the same district boundaries. She shall continue to attend in her current school unless the parties agree in writing otherwise. The parties shall exercise parent-time as they may agree. If they cannot agree, they shall exercise parent-time under Utah Code § 81-9-305.

26. Minor Child's Choice of Parent-time. Notwithstanding the parties' equal parent-time, each party shall encourage MMC to exercise the parent-time provided in the parenting plan. The parties recognize, however, that given MMC's age, maturity, and demonstrated preferences, neither parent shall physically compel or punish her solely for declining to exercise a particular period of parent-time. Each parent shall affirmatively encourage and support MMC's relationship with the other parent, shall not discourage or interfere with her communications or parent-time with the other parent. The parties acknowledge that MMC's actual exercise of parent-time may vary from the schedule based upon her reasonable preferences. Neither parent shall use MMC's preference as a reason to discourage, obstruct, or fail to facilitate her relationship with the other parent.

1. Exchanges of the Minor Child.

a. Exchanges at School. Unless the parents specifically agree otherwise, the parent beginning his or her parent-time may pick the Child up from school at the conclusion of the school day or after the parent gets off work and drop the Child off at school at the beginning of a school day to end parent-time.

b. Exchanges not at School. When school is not in session, the parent beginning his or her parent-time shall pick the Child up from the residence of

the other parent at 9:00 a.m. If a parent is delayed or needs to change the pickup time, that parent must inform the other parent as soon as possible to advise him or her and make appropriate alternate arrangements. The parent who is caring for the Child at the time of the exchange shall feed, bathe, and appropriately clothe the Child and shall also prepare any items necessary for the other parent, such as homework, prior to the pick-up time. Neither parent shall follow the Child to the vehicle or move beyond arm's length of the car or door to the residence.

c. Third-Party Exchanges. Adults who are known to the parents and the Child shall be allowed to provide pick-up and drop-off for parent-time exchanges.

d. Transportation Requirements. Anyone responsible for transporting the Child shall have a valid driver's license and use safety restraints (*e.g.*, car seats, boosters, seat belts) appropriate for the Child.

2. Holidays. The parents shall divide holidays and special occasions as they agree. If they cannot agree, unless set forth otherwise in orders of the court, the parents shall abide by the holiday and special occasion schedule stated in Utah Code Ann. § 81-9-302. Jennifer shall be designated the noncustodial parent for purposes of holiday time only. The holiday/special occasion schedule shall take precedence over regular parent-time identified above.

27. Uninterrupted Summer Parent-time. Each year, both parents may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session. The parents shall provide notice of extended summer parent-time prior to May 1 of

each year. Should the parents' chosen summer parent-time overlap, Jennifer shall have priority for her chosen summer parent-time in even numbered years, and Spencer shall have priority for his chosen summer parent-time in odd numbered years.

CHILD SUPPORT

28. Base Child Support. The parties are ordered to pay base child support in a monthly amount consistent with the provisions of the Utah Child Support Act until the parties' Child attain the age of 18 and are graduated from high school in their normal and anticipated year of graduation, or longer if the Child is determined to have extraordinary needs for financial support from their parents. Petitioner's gross monthly income is $11,916. Respondent's gross monthly income is $2,600. Using the joint physical custody worksheet with Jennifer having 145 overnights and Spencer having 220 overnights, the monthly base Child support is $1 per month, which is a nominal fee and is waived.

29. Income Withholding. Income withholding shall not apply.

30. Health Insurance, Medical Expenses. Pursuant to Utah Code § 81-6-208, both parents are ordered to maintain appropriate health, hospital, and dental insurance for the benefit of the Child, if coverage is or becomes available at a reasonable cost, and for the duration of his/her obligation to pay child support. Petitioner is currently providing said coverage.

a. If both parents carry medical, dental and vision insurance, then Respondent shall be designated as having the primary coverage.

b. A parent providing health insurance coverage will provide to the other parent copies of the Child's medical insurance card, proof of the cost of insurance and the number of individuals enrolled in receiving insurance benefits under the

plan within 30 calendar days of entry of the Decree of Divorce.

c. Each parent is ordered to provide verification of coverage to the other parent upon initial enrollment of the Child, and thereafter on or before January 2 of each calendar year.

d. Notice shall be given to the other parent of any change of insurance carrier, premium, or benefit within 30 calendar days of the date the parent first knew or should have known of the change.

e. The parties shall cooperate in exchanging all claim forms and statements reasonable and necessary to coordinate the payment of the Child's medical and dental expenses.

f. Pursuant to Utah Code § 81-6-208, each parent is ordered to share equally the out-of-pocket costs of the premium actually paid by the other 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.

g. The parent who provides the insurance coverage shall receive credit against the base Child support award or the right to recover the other parent's share of the Child's portion of the premium.

h. Pursuant to Utah Code § 81-6-208, each parent shall be ordered to share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye

care, counseling, prescriptions, and other health expenses incurred for the dependent Child, including but not limited to deductibles and co-payments.

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

j. Reimbursement shall be made within 30 days of receipt of verification of the cost and payment of medical and dental expenses.

k. In the event both parties acquire health insurance for the child, neither party shall be entitled to reimbursement of medical insurance premiums.

31. Reimbursement for Expenses of Child. Either party shall be allowed seek reimbursement for uninsured expenses incurred pursuant to Utah Code Ann. § 81-6-208.

32. Tax Exemptions for Minor Child. Tax exemptions and credits for the Minor Child shall be shared equally, with Jennifer claiming it in even numbered tax years and Spencer claiming it in odd numbered tax years. The parties may also agree in writing to divide the tax exemption to maximize the benefits to the parties and Minor Child. Notwithstanding the foregoing, the party claiming the tax exemption must be current in child support by the end of the tax year and the tax exemption must result in a tax benefit to that parent.

DIVISION OF ASSETS AND DEBTS

33. Distribution of Assets and Liabilities.

a. *Real Property*. The parties previously sold the marital home and divided the equity equally. Any other real property acquired post separation is awarded to the party who purchased such property.

b. *Vehicles*. Each party is awarded the vehicles currently in their possession with each being responsible for all respective associated debts, taxes, insurance, and other costs, free and clear of any obligation of the other party.

c. *Joint Financial Accounts*. The Parties do not have joint financial accounts.

d. *Individual Financial Accounts*. Each party is awarded his or her individual financial accounts free and clear of any claim or obligation of the other.

e. *Debts and Obligations*. The Parties do not have any joint debts. Each party shall be responsible for the individual debts in his or her name and agree to pay these debts, if any, and indemnify and hold harmless the other party thereon. Additionally, Spencer shall pay the known tax debt.

f. *Retirement Account(s) and Pension(s).* During the marriage, the parties contributed marital funds to retirement accounts. In exchange for accepting the above tax debt, Spencer shall retain any retirement accounts in his name.

g. *Personal Property*. The parties are awarded their personal property, premarital property brought into the marriage, and personal property acquired after separation.

h. *Marital Property*. The parties are awarded the marital property that is currently in their own possession, with the exception of Jennifer's grandfather's table, which is awarded to Jennifer. The parties will work together to exchange digital copies of the family photos and digital scans of the children's artwork in their possession.

i. *Business interest*. In exchange for the global property settlement herein, Spencer shall retain 100% interest in Clear Water Labs, LLC. Jennifer shall retain 100% interest in Sawyer Jenson Photography and any other business interests.

34. Global Property Settlement. As a global property settlement, Spencer shall pay Jennifer a lump sum of $28,000 within six months of today's date (October 8, 2026. In addition, he shall make monthly payments of $600 for 84 months (7 years) beginning November 1, 2026.

35. Separate and Premarital Property. Each party is awarded his or her own separate and premarital property, including property or monies in their possession at the time of marriage or received from inheritance.

ALIMONY AND ATTORNEY FEES

36. Alimony. Spencer shall pay Jennifer $400 alimony for 80 months (6 years and 8 months). Notwithstanding the foregoing, Spencer's alimony obligation shall terminate upon Jennifer's cohabitation with another individual, remarriage, or the death of either party.

37. Attorney's Fees and Costs. Each party shall pay his or her own attorney's fees and costs.

OTHER MATTERS

38. Mediation Required. Should any party desire to modify any provisions of the Decree, the parties shall first attend mediation before bringing the matter before the Court.

39. Further Assurances. Each party shall execute further documents necessary to carry out the terms of the Settlement Agreement and Decree of Divorce.

-End of Order. The Court's signature appears at the top of the first page.-

Approved as to form:

/S/ Matthew H. Wood
MATTHEW H. WOOD

Attorney for Respondent
Electronically signed by Camille Mackay
With permission

CERTIFICATE OF TRANSMITTAL

I certify that on this 9th day of October 2026 I sent a true and correct copy of the foregoing document on the following parties in the following manner:

Matthew H. Wood Attorney for Respondent 2031 N. Hillcrest Rd. Saratoga Springs, Utah 84048 matthew@9thsouthlaw.com	[ ] U.S. First Class Mail [ ] Hand-delivery [ ] Fax [x] Email [ ] Efiling

/s/ Camille E. Mackay
CAMILLE E. MACKAY
Attorney for Petitioner