The Order of the Court is stated below:
Dated: November 10, 2026 08:13:08 AM **/s/** JOSEPH BEAN
District Court Judge

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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 CLINT J. EVANS, Petitioner, and JAYLEEN SILVER EVANS, Respondent.	**DECREE OF DIVORCE** Case No. 264700408 *Tier 4* The Honorable Joseph Bean Commissioner Julie Winkler

The above-captioned matter has come before the Court for disposition based on the Petitioner Clint J. Evans ("Clint") and Respondent Jayleen Silver Evans' ("Jayleen") Stipulation and Settlement Agreement, filed with the Court on October 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 granted a Decree of Divorce, final upon entry, severing the bonds of matrimony heretofore existing between them, upon the grounds of irreconcilable differences.

ARTICLE 2 - CUSTODY & PARENT-TIME

2.1. **PHYSICAL CUSTODY.** The parties have three minor children of the marriage, to wit: C.E., born in December of 2012; B.E., born in August of 2015; and D.E., born in May of 2017. The parties are awarded joint physical custody of their children.

2.2. **PARENT-TIME**. Parent-time shall be as the parties agree. In the event they do not agree, the parties shall exercise parent-time on an equal, 50/50 basis pursuant to a 2-2-5-5 schedule under Utah Code Ann. §81-9-305 et seq., with Clint having every Monday and Tuesday overnight, Jayleen having every Wednesday and Thursday overnight, and with the parties alternating weekends from Friday to Monday morning.

2.3. **PARENT-TIME EXCHANGES.**

2.3.1. During the school year, parent-time shall end/commence when dropping the children off or picking them up from school (or at the

time school starts and school is released if the children transport themselves). If school is not in session, or if a child is not enrolled in school, parent-time shall end/commence at 9:00 a.m., unless otherwise agreed by the parties in advance.

2.3.2. The parties shall share transportation for parent-time as they can agree. If they cannot agree, the parties shall equally share transportation, with the parent ending his or her parent-time dropping the children off at school and commencing his or her parent-time when picking up the children from school. If school is not in session, parent-time exchanges shall happen curbside at the parties' residences or another mutually agreed upon location, with the parent beginning his or her parent-time picking up the children. If one or more children have a driver's license, they may transport themselves and the other children to and from parent-time.

2.3.3. A sibling, stepparent, or grandparent may pick up or drop off the children for parent-time. If a parent wants to use an individual other than a sibling, stepparent, or grandparent for parent-time exchanges, the other parent must be notified of the identity and telephone number of the individual.

2.3.4. Pick-ups and drop-offs shall not be coordinated through the children,

but directly between the parties.

2.3.5. During parent-time exchanges, the parties shall be prompt and timely. They shall have the children ready for parent-time. If unforeseen circumstances arise, the party whose circumstances changed shall give the other prompt notice of any delay, the remedy arranged, and the best estimate for how the exchange schedule will be affected.

2.4. **HOLIDAY PARENT-TIME**. The parties shall exercise holiday parent-time as they can agree. If they cannot agree, the parties shall exercise holiday parent-time pursuant to the following schedule:

Odd Years	Even Years	Holiday and Time
Clint	Jayleen	**Martin Luther King Jr. Holiday** (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or, (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.
Jayleen	Clint	**President's Day** (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or, (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.
C	J	**Spring Break**

l i n t	a y l e e n	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.
J a y l e e n	C l i n t	**Memorial Day** (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or, (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.
C l i n t	J a y l e e n	**Easter** **Only applicable when Easter Sunday does not take place during Spring Break Holiday. If Easter takes place during Spring Break Holiday, the parent exercising Spring Break shall exercise the Easter Holiday** (1) Holiday begins at 6:00 p.m. on the day school is released prior to Easter Sunday. (2) Holiday ends the morning after Easter Sunday when delivering the children to school or 9 a.m. if there is no school.
J	J	**Mother’s Day**

aylleen	aylleen	(1) Holiday begins at 9 a.m. (2) Holiday ends at 9 a.m. the day after Mother’s Day.
Clint	Clint	**Father’s Day** (1) Holiday begins at 9 a.m. (2) Holiday ends at 9 a.m. the day after Father’s Day.
Jayleen	Clint	**Independence Day** (1) Holiday begins on July 3rd at 4 p.m. (2) Holiday ends on July 5th at 6 p.m.
Clint	Jaylee	**Pioneer Day** (1) Holiday begins on July 23rd at 4 p.m. (2) Holiday ends on July 25th at 6 p.m.

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Clint	Jayleen	**Labor Day** (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or, (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.
Clint	Jayleen	**Fall Break** (1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.
Jayleen	Clint	**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 4 p.m. if there is no school. (2) Holiday ends the morning after Halloween when delivering the children to school or 9 a.m. if there is no school.

Clint	Jayleen	**Thanksgiving** (1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends the Monday after Thanksgiving when delivering the children to school or 9am if there is no school.
Jayleen	Clint	**Winter Break (First Half)** (1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed 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 12 p.m.
Clint	Jayleen	**Winter Break (Second Half)** (1) Holiday begins on December 27th at 12 p.m. (2) Holiday ends when delivering the children to school.
C	J	**Day of Child's Birthday**

l i n t	a y l e e n	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
J a y l e e n	C l i n t	**The day before or After Child's Birthday** (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.

2.4.1. Holiday parent-time takes precedence over the regular parent-time schedule.

2.4.2. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the children's attendance at school for that school day.

2.4.3. If the children's school schedules vary for purposes of a holiday, at

the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are dismissed for the holiday and ending the evening before any of the children return to school.

2.4.4. Neither party should have three (3) weekends in a row and if that were to occur, then the party that had two weekends in a row forfeits the third weekend. The regular schedule resumes when the third weekend ends.

2.5. EXTENDED (SUMMER) PARENT-TIME.

2.5.1. Each party is entitled to up to two (2) weeks[1] of extended parent-time, which may be consecutive, with the children during the children's school summer vacation. These two weeks may be uninterrupted parent-time.

2.5.2. Every year, each party must designate their extended parent-time no later than May 1. Clint shall select first in odd-numbered years and Jayleen shall select first in even-numbered years.

1 A "week" is defined as 7 consecutive 24-hour periods, including overnights.

2.5.3. The party choosing second in a given year shall not select the same weeks or weeks overlapping those selected by the other party.

2.5.4. The parties are restricted from scheduling extended parent-time during the other party's holiday parent-time unless otherwise agreed upon in writing. Extended parent-time takes precedence over the regular parent-time schedule and the regular parent-time schedule shall continue at the conclusion of the extended parent-time as if the parties had been exercising regular parent-time during the extended parent-time.

2.5.5. After both parties make their extended parent-time designations pursuant to the terms herein, neither party may reschedule his or her extended parent-time on dates that conflict with the other parties' already-designated extended parent-time, even if he or she has priority that year, unless otherwise agreed upon by both parties.

2.5.6. If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.

2.6. COMMUNICATION/VIRTUAL PARENT TIME.

2.6.1. Each party may have telephone contact with the children at reasonable hours and for a reasonable duration. If the equipment is reasonably available, each party may have virtual parent-time (e.g., Facetime) with the children at reasonable hours and for a reasonable duration. The children may call either parent at any time.

2.6.2. If a child has possession of an electronic device capable of accessing the internet, that device shall travel with that child, and both parties shall have full access to the device, including all passwords used on the device, may impose rules and restrictions regarding the device in their own homes, and may implement parental controls and safeguards on the device to protect the children. Notwithstanding the foregoing, neither party may deter or interfere with the children's ability to contact the other parent through the children's devices so long as such communication is at reasonable times and for reasonable durations. The parties shall use their best efforts to avoid interrupting the children's sleep with their communications. Both parents shall have equal access to the phone and all restrictions. The parties shall discuss the limits for the phones and jointly present those limitations to the children.

2.7. **TRAVEL/VACATIONS**. The parties shall advise each other of the logistical details regarding out-of-state travel, vacation time, or when the children travel over 150 miles from either party's home. Such details must include a travel itinerary, contact information where the children may be reached in an emergency, and other means of communication where the children may be reached.

ARTICLE 3 - LEGAL CUSTODY

3.1. The parties are awarded joint legal custody of their children.

ARTICLE 4 - PARENTING PLAN

General Provisions

4.1. **SPECIAL EVENTS**. The parties shall each make reasonable efforts and give special consideration to make the children available to attend family functions and special events, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the lives of the children or of either party—including events typically unalterable by a parent (e.g., weddings, extended family reunions, or important ceremonies)—which may inadvertently conflict with the parent-time schedule. Neither party shall abuse this provision by making excessive requests or unreasonably withholding permission. Both parties are entitled to participate in all social and school functions the children attend.

4.2. ACCESS TO INFORMATION. Each party shall have direct access to all school, health, and other records concerning the children and must be notified immediately of any medical or other emergency involving the children. Each party shall list the other as a parent and emergency contact on any school or related form requesting such information. The parties shall consult with, and share information received from, any subject matter experts or other professionals who are knowledgeable about, or have a substantial connection to, the children. Each party is entitled to know about important events in the children's lives, including the right to have relationships with, and access to, third parties and information having to do with the children, including health care providers and educators.

4.3. CONTACT INFORMATION. Each party shall provide the other with his or her current residential address, home, work, and cell telephone numbers, email address, virtual parent-time access information, and any other important contact information—including how to be reached in an emergency—within 24 hours of any change.

4.4. SCHEDULING AND CALENDAR. The parties shall strive to maintain consistency in the children's lives, though each parent may make reasonable decisions regarding schedules and similar day-to-day matters during his or her own parent-time. The parties shall implement and use a shared electronic

calendar for coordinating the children's schedules and notifying each other of child-related events and activities. Placing an activity or event on the shared calendar shall be deemed notice of that event or activity to the other parent.

4.5. SUBSTANCE USE. The parties shall not use, consume, or come under the influence of alcohol beyond the legal driving limit, illicit drugs, or prescription drugs not prescribed to them or used contrary to medical direction, within 24 hours of, or while exercising, parent-time.

4.6. IMPAIRED CAREGIVERS. The parties shall not allow any person using, consuming, or under the influence of alcohol beyond the legal driving limit, illicit drugs, or prescription drugs not prescribed to them or used contrary to medical direction, to be responsible for the children, or to be left alone with the children, while that party is exercising parent-time.

4.7. SMOKING AND VAPING. The parties shall not smoke or vape in the presence of the children.

4.8. THIRD-PARTY INVOLVEMENT. Communication regarding the children shall be between the parties directly and not through third parties, unless the parties mutually agree otherwise in writing. Neither party shall use a future romantic partner or other third party to communicate with the children about this case, and neither party shall permit a romantic partner or other third

party to assume the rights and obligations of a parent as set forth in this Parenting Plan.

4.9. RIGHT OF FIRST REFUSAL. Direct care by a parent, as opposed to surrogate care (which includes care by a new significant other), is presumed to be in the children's best interest. Accordingly, if a parent is personally unavailable to care for the children for a period of an overnight or longer during his or her parent-time, that parent shall offer the other parent the first option to care for the children before seeking surrogate care. A sleepover for the children shall not, by itself, trigger this right of first refusal so long as the scheduled parent is available and in town. The parent whose time it is must provide the other parent reasonable notice, and the parties shall work together to ensure pick-up and drop-off times are reasonable. If a parent exercises the right of first refusal, that parent is solely responsible for all transportation and pick-up/drop-off necessary to exercise the right, and shall return the children when the other parent is able to resume care.

4.10. TRAVEL INFORMATION. Pursuant to Utah Code § 81-9-202(19), whenever a child travels overnight or out of state with either parent, the traveling parent shall provide the other parent, prior to travel: (1) an itinerary of travel dates and flights; (2) destinations; (3) places where the child or traveling parent can be reached; and (4) the name and telephone number of

an available third person knowledgeable of the child's location.

Non-Interference With Parent-Time

4.11. SCHEDULING ACTIVITIES. Neither party shall schedule or promote to a child any special event or activity occurring during the other party's parent-time without first obtaining that party's permission. The requesting party shall notify the other party of the event and discuss the benefits of the child's attendance before discussing it with the child. If the other party has a conflicting plan or decides the child should not participate, the requesting party shall abide by that decision and shall not attempt to influence the other parent through the child.

4.12. CHILDREN'S ACTIVITIES. The children shall remain free to express interest in any activity to either parent at any time.

4.13. PARENT-TIME INTERFERENCE. Neither party shall interfere with the other's parent-time in any form, and neither party shall attempt to restrain or control a child's activities during the other party's parent-time. If a parent denies the other physical access to scheduled parent-time without just cause, the denying parent shall pay all mediation or litigation costs associated with resolving the violation and preventing future violations.

4.14. RELOCATION. Because the parties are exercising joint physical custody, a party who intends to relocate more than 30 miles from his or her current

residence shall comply with the notice requirements of Utah Code Ann. § 81-9-209. If the parties cannot agree on a new parent-time schedule, the relocating parent shall forfeit their weekday parent- time during the school year, but will keep all other parent-time including weekends, holidays and summer time, unless otherwise ordered by the Court. Nothing herein prevents a party from bringing this issue before the Court under applicable law.

4.15. MODIFICATIONS. All permanent adjustments or modifications to this Parenting Plan shall be made in writing, signed by both parties and filed with the Court. Temporary changes may be made whenever the parties agree.

4.16. NONCOMPLIANCE. If a parent fails to comply with any provision of this Parenting Plan, the other parent's obligations under that provision shall not be affected.

Education Plan

4.17. SCHOOL ENROLLMENT. The children shall remain in their current schools (currently Odyssey Elementary and South Davis Jr. High) and future feeder schools assigned by the school district, unless otherwise agreed to by the parties in writing.

4.18. SCHOOL ACCESS. Both parties shall have access to the children during

school hours and shall have authority to check the children out of school; provided, neither party shall check the children out of school during the other party's parent-time without that party's express written permission.

4.19. SCHOOL INFORMATION. Both parties shall be listed to receive any emails or notices sent by the children's teachers or school administrators, and each party shall take the initiative to register for any available online school portal so that neither party need rely on the other to provide information that is otherwise independently accessible.

Decision-Making

4.20. DAY-TO-DAY DECISIONS. Day-to-day decisions regarding the care, control, and discipline of the children shall be made by the parent with whom the children are residing at the time.

4.21. MAJOR DECISIONS. The parties shall discuss and attempt to reach agreement on all major decisions concerning the children's health and medical care, education, religious upbringing, and extracurricular activities. The parties shall communicate before making major decisions and shall confirm questions, concerns, and issues related to such decisions in person, by telephone, email, or text message, responding within 48 hours, and shall consider the input of relevant subject matter experts (e.g., the children's primary care physician, dentist, teacher, principal, counselor, or clergy). If

there is still no agreement, the parties shall attend mediation (with each paying 50% of the mediator's fees) before bringing the matter before the Court.

4.22. EMERGENCIES. Either party may make emergency medical decisions for the children without prior consultation with the other party and shall immediately inform the other party of the emergency. For purposes of this provision, an emergency medical decision is one involving a condition that is life-threatening to the child.

4.23. URGENT MEDICAL CARE. Urgent or after-hours sick care shall be attended to by the parent who is exercising parent-time at the time the need arises. That parent shall notify the other parent of any scheduling of after-hours sick or urgent care, or of any medical, therapy, or dental appointment. Each parent may attend such appointments; if a parent is unable to attend, the attending parent shall ensure the non-attending parent receives updates and information.

Communication with and Treatment of the Other Party

4.24. PARENT COMMUNICATION. The parties shall communicate regarding the children for purposes of questions, concerns, information, calendaring, and other issues affecting the children. Each party must respond within 48 hours of receiving a communication from the other party regarding the

children. Communication shall be peaceful, civil, and non-abusive, and shall concern the children only, except in the case of an emergency or where time otherwise necessitates.

4.25. CO-PARENTING APP. Either party may request that the parties use Our Family Wizard ("OFW") or another mutually agreeable co-parenting application for non-emergency communications. If either party requests use of such a platform, the parties shall promptly begin using it, with each party responsible for his or her own associated fees. The parties may jointly agree to discontinue use of the platform.

4.26. CO-PARENTING CONDUCT. When addressing parenting and parent-time issues, the parties shall remain focused on the children's best interests, treat each other with dignity and respect, and use their best efforts to foster a positive, cooperative, and respectful co-parenting relationship, including by encouraging affection and promoting positive feelings toward the other parent.

4.27. NON-DISPARAGEMENT. Neither party shall disparage, or attempt to alienate the children from, the other party — in the presence of the children, within their earshot, or in any public forum, including social media. Each party shall speak positively and respectfully about the other party, emphasizing the other party's parental strengths and love for the children,

and shall use best efforts to prevent third parties from speaking negatively about the other party in the children's presence. If disparaging remarks are made in a child's presence, the parent with the child at the time shall remove the child from the situation.

4.28. PARENTAL INVOLVEMENT. Each party shall reasonably facilitate and encourage his or her immediate family members and significant others to support contact and a meaningful bond between the children and the other parent and the children's extended family. The parties shall cooperate and include each other regarding the children’s day care, health care, schooling, religious activities, organized sports, and other special activities, and shall notify each other of the children's regular activities so both parents may participate.

4.29. CHILDREN AND CONFLICT. The parties shall not use the children as messengers, problem-solvers, or spies, and shall not ask, encourage, or allow the children to monitor, record, or report on the other party. All communication regarding the children shall occur directly between the parties; neither party shall use the children to convey information, finances, or scheduling changes. The parties shall not discuss any court proceeding or inter-party dispute with the children, shall not involve the children in their disputes or disagreements, and shall take reasonable steps to prevent others

from doing so.

4.30. CO-PARENTING PRINCIPLES. Both parents shall be concerned for the best interest and well-being of the children; therefore, both parents shall be governed by the following principles:

4.30.1. The parties shall have a co-parenting relationship that is built on trust and respect;

4.30.2. The parties shall establish and maintain parental communication with each other to ensure that the other parent is informed about the children's needs;

4.30.3. The parties shall support each other in their respective parenting roles and shall use positive words about the other parent and the other parent's partner or spouse to the children, and shall refrain from saying anything negative about the other parent, for the purpose of the children developing good self-esteem;

4.30.4. The parties shall listen to each other and do their best to understand the other's point of view;

4.30.5. The parties shall make all attempts to resolve conflict between them and shall utilize experts to assist them in this endeavor if they are

unsuccessful personally;

4.30.6. The parties shall solve problems and make joint decisions by working through the decision-making procedure described in this Parenting Plan;

4.30.7. The parties shall work together to improve their parenting skills and share their ideas;

4.30.8. The parties shall live by the golden rule and treat each other as they would like to be treated;

4.30.9. Clothing, toys, and other items of the children's personal effects shall be exchanged by the parties and returned in clean condition to facilitate the children's visits;

4.30.10. The parties shall start over and recommit to this Parenting Plan whenever one or both of them steps outside of it or forgets a commitment made in it; and

4.30.11. The parties shall see each other as a resource, consultant, and ally, and shall effectively work together as co-parents to promote the best interests of the children.

ARTICLE 5 - CHILD SUPPORT

5.1. **CLINT'S INCOME**. For purposes of calculating child support only, Clint is imputed an average gross monthly income of $5,500.

5.2. **JAYLEEN'S INCOME**. Jayleen is employed and earns a gross monthly income of $5,500.

5.3. **CHILD SUPPORT OBLIGATION**. Pursuant to Utah Code Ann. §81-6-101 *et seq* and the respective incomes of the parties and the parent-time schedule set forth herein, child support is **$0** and shall not be paid by either party.

5.4. **SCHOOL FEES**. School fees and costs shall be equally shared by the parties.

5.5. **CAR INSURANCE**. Until a child turns 18 or graduates high school, whichever is later, the parties shall explore the best option available for providing car insurance for the children and shall equally share the costs of the children's car insurance coverage.

5.6. **CELLPHONES**. Until a child turns 18 or graduates high school, whichever is later, the parties shall equally share the costs of the children's cellphone and line fees. If either party requests documentation of the children's cellphone and line fees, that documentation shall be provided.

ARTICLE 6 - HEALTH INSURANCE & EXPENSES

6.1. In the event either party currently has now, or has in the future, health insurance available to them through their place of employment or through some other source at a reasonable rate, whichever party is able to obtain health insurance at a reasonable cost for the children shall be required to obtain such insurance for the benefit of the minor children. If only one party maintains insurance for the children, the party who is able to obtain the best coverage at the lowest cost shall be required to obtain the insurance, with contributions from the other party as set forth below. Health insurance shall include an obligation to carry dental insurance if it is available on the same basis.

6.2. The parties shall equally divide and pay for each child's out-of-pocket costs of the health/dental/vision insurance premiums until each child graduates high school or turns 18 years old, whichever is later.

6.3. The children's portion of the health/dental/vision insurance premium is a per capita share of the premium actually paid. The premium expense for the children 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 minor children in this case who are covered by such a policy.

6.4. If, at any point in time, a dependent child is covered by the health or dental insurance plans of both parents, the health or dental insurance plan of Clint

shall be primary coverage for the dependent child, and the health or dental insurance plan of Jayleen shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health or dental insurance plan but are by a step-parent's plan, the health or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

6.5. Notwithstanding any of the foregoing provisions, neither party shall be required to maintain health or dental insurance for the children if it is not available to them at a reasonably affordable rate.

6.6. Both parents shall provide cash medical support by equally sharing all reasonable and necessary uninsured and unreimbursed medical, dental, orthodontic, optical and mental health expenses incurred for the dependent children, including deductibles and copayments.

6.7. The parent who incurs necessary medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment, as set forth in Utah Code Ann. §81-6-208. The other parent shall then reimburse the parent incurring the expense within thirty (30) days after receiving the verification.

6.8. The parent who incurs medical expenses may be denied the right to receive

credit for the expenses, or to recover the other parent's share of the expenses, if that parent fails to provide written verification of the cost and payment of medical expenses within thirty (30) days of payment, as set forth in Utah Code Ann. §81-6-208.

6.9. The parties shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses, as set forth in Utah Code Ann. §81-6-208.

6.10. The requirement for either parent to maintain health and dental insurance, and/or to pay any non-covered medical and dental expenses shall remain in effect for a child only as long as the child is of the age that he or she would be entitled to receive child support.

6.11. The parent who maintains health insurance shall provide verification of coverage to the other parent, upon initial enrollment of the dependent child, and thereafter, on or before January 2nd of each calendar year as set forth in Utah Code Ann. §81-6-208.

ARTICLE 7 - CHILDCARE

7.1. This issue is moot.

ARTICLE 8 - EXTRACURRICULAR ACTIVITIES

8.1. The parties shall equally share the costs of the children's extracurricular

activities that have been agreed upon in writing[2]. Should the parties not agree upon an activity, the party desiring to enroll the children shall pay the full cost and the other party will not be expected to provide transportation, nor will the children be obligated to attend the non-agreed activity during the non-agreeing parent's parent-time. The parties are presumed to agree on the activities in which the children are enrolled as of July 9, 2026, which include music lessons.

ARTICLE 9 - TAX EXEMPTIONS

9.1. Commencing with the 2026 tax year, the parties shall divide the right to claim the children for tax purposes as follows:

9.1.1. When there are three children eligible for the child tax credit, Clint shall claim B.E. each tax year, Jayleen shall claim D.E. each tax year, and Clint shall claim C.E. in even-numbered tax years and Jayleen shall claim C.E. in odd-numbered tax years.

9.1.2. When there are two children eligible for the child tax credit, Clint shall claim the older child each tax year and Jayleen shall claim the

2 An agreement in "writing" includes agreements communicated via text message, email, or other written forms of communication between the parties, and does not necessarily require a signature if each party's asset to the agreement is communicated.

younger child each tax year.

9.1.3. When there is one child eligible for the child tax credit, Clint shall claim the child in even-numbered tax years and Jayleen shall claim the child in odd-numbered tax years.

9.2. Each party shall provide the other with a signed Internal Revenue Service 8332 form for the years the other party is awarded a child.

9.3. The parties may claim their adult children for tax purposes as they can agree.

ARTICLE 10 - REAL PROPERTY

10.1. **MARITAL HOME**. During the marriage, the parties acquired real property located at 2246 South 1500 West, Woods Cross, Utah 84087 (the "marital home" or "home").

10.2. **AWARD OF HOME**.

10.2.1. Clint is awarded all right, title, and interest in the marital home and shall assume, pay, and hold Jayleen harmless from all debts, liabilities, obligations, and expenses associated therewith, including the mortgage, utilities, upkeep, maintenance, and repairs associated

therewith.

10.2.2. The equity in the marital home shall be divided and paid as set forth herein.

10.3. MORTGAGE. The mortgage on the marital home is in Clint's sole name and he is solely responsible and liable for the mortgage.

10.4. PAYMENT OF JAYLEEN'S EQUITY.

10.4.1. No later than thirty (30) days after entry of the Decree of Divorce, Clint shall pay Jayleen two hundred and sixty thousand dollars ($260,000.00), which represents her share of the marital home equity, and constitutes a full and final settlement of Jayleen's equity and interest in the marital home. All other equity in the marital home is awarded to Clint.

10.4.2. No later than seven (7) days after Clint pays Jayleen her share of the equity in the marital home, the parties shall cooperate, execute, and record a Quitclaim Deed, conveying title of the marital home to

Clint's sole name.

10.5. JAYLEEN'S HOME. During the marriage, Jayleen acquired real property located at 943 Lillywood Ln, North Salt Lake, Utah 84054 ("Jayleen's Home").

10.6. AWARD OF JAYLEEN'S HOME.

10.6.1. Jayleen is awarded all right, title, and interest in Jayleen's Home and shall assume, pay, and hold Clint harmless from all debts, liabilities, obligations, and expenses associated therewith, including the mortgage, utilities, upkeep, maintenance, and repairs associated therewith.

10.6.2. The equity in the Jayleen's Home is awarded to Jayleen, free and clear from any claim by Clint.

10.6.3. The mortgage on Jayleen's Home is in Jayleen's sole name and she is solely responsible and liable for the mortgage.

ARTICLE 11 - PERSONAL PROPERTY

11.1. Each party is awarded his or her premarital, inherited, and separate personal property, together with any debt or liability associated therewith, free from any claim by the other party.

11.2. Jayleen is awarded the following personal property:

11.2.1. Nightstands, dresser, mirror, green drapes, bedroom decor and green colored bedding in the master bedroom;

11.2.2. White dishes

11.2.3. House plants/planters;

11.2.4. Tools and items from her grandparents (as agreed by the parties);

11.2.5. First option to claim any personal property that Clint intends to get rid of;

11.2.6. Reindeer stockings and related holders, “Santa’s Favorite Plate”, and snow globe;

(a) Equitable division of children’s personal property

11.2.7. Engagement/wedding ring

11.2.8. 2005 Yamaha TT- R125 dirt bike

11.2.9. Her personal effects.

11.3. Clint is awarded the following personal property:

11.3.1. 2006 Toyota Tundra;

11.3.2. 2007 Honda Accord

11.3.3. 2003 Starcraft travel trailer;

11.3.4. 2003 Kawasaki KX250 dirt bike

11.3.5. Remainder of personal property, including the personal property in the marital home, household furniture, furnishings, etc., that are not awarded to Jayleen above; and

11.3.6. His personal effects.

11.4. Any other personal property not mentioned herein shall be Clint's property. Clint shall give Jayleen the option to claim any personal property he intends

to get rid of.

11.5. Within thirty (30) days of entry of the Decree of Divorce, the parties shall cooperate to remove their names from the title and/or loan of the property awarded to the other party.

11.6. The parties shall, upon request, duplicate any desired family pictures and videos and provide the other a digital copy of the pictures/videos within a reasonable time after written request.

ARTICLE 12 - FINANCIAL, BUSINESS, & OTHER ACCOUNTS

12.1. **INDIVIDUAL ACCOUNTS**. Each party is awarded his or her individual, personal, inherited, separate, premarital, and business funds and accounts, free and clear from any claim by the other party, including but not limited to the following:

12.1.1. Clint is awarded:

(a) Schwab account (x818);

(b) Skylark Financial, LLC Wells Fargo business checking

account (x3831); and

(c) Vanguard Roth IRA (x1429).

12.1.2. Jayleen is awarded:

(a) Mountain America Credit Union checking account (x6715);

(b) PepsiCo, Inc. account (x5409);

(c) Vanguard Roth IRA (x6616); and

(d) Inspira Financial IRA (x7A4).

12.2. JOINT FINANCIAL ACCOUNTS.

12.2.1. Wells Fargo. The funds in the parties' joint checking and savings accounts with Wells Fargo (x9960, x7182) shall be divided equally and the parties shall then cooperate to remove Clint's name from the accounts. Until such time as Jayleen moves out of the marital home,

the parties shall continue to use this account and their previous cost sharing/bill pay arrangement.

12.2.2. HSA. Clint shall transfer one-half of the balance of his HSA account (x6994) to an HSA account designated by Jayleen and the parties shall cooperate to remove Jayleen's name therefrom, if her name is on the account. This shall occur within 60 days of signing the parties' Stipulation and Settlement Agreement.

12.3. LIFE INSURANCE. Each party shall maintain and pay for the SBLI term life insurance policy currently in place for the other party's life. If a party desires to stop paying for a policy, he/she shall give the other party the first option to take over the policy.

12.4. EMPOWER 401(k). Jayleen is awarded one-half of Clint's Empower 401(k) (x376-01) pursuant to the *Woodward* formula (one-half of all growth and principal of the account that accrued during the course of the marriage) using the date of marriage and the date of entry of the Decree of Divorce, including any gains or losses. For the purposes of the division, if there are any loans outstanding, they shall be added back into the total. The parties shall retain and jointly share the cost of Rori Hendrix, Connor Fackrell,

Mindi Hansen, or another mutually agreed upon attorney who specializes in retirement account division to prepare and execute a Qualified Domestic Relations Order.

12.5. **BUSINESS INTERESTS**. Clint is awarded Skylark Financial, LLC, including all interest, assets, accounts receivable, debts, and liabilities associated therewith, free and clear from any claim by Jayleen.

ARTICLE 13 - DEBTS & OBLIGATIONS

13.1. During the marriage, the parties acquired various debts and obligations. If one party was not aware of a debt or obligation, it shall be the sole responsibility of the party who incurred the debt or obligation.

13.2. Jayleen shall assume, pay, and hold Clint harmless the following debts:

13.2.1. Any debts/credit cards in her name and debts she has incurred in her own name and/or without Clint’s knowledge or consent.

13.3. Clint shall assume, pay, and hold Jayleen harmless the following debts:

13.3.1. Apple Card (Goldman Sachs);

13.3.2. Chase Amazon credit card (x2586);

13.3.3. Any debts and liabilities associated with Skylark Financial, LLC; and

13.3.4. Any debts/credit cards in his name and debts he has incurred in his own name and/or without Jayleen's knowledge or consent.

13.4. COSTCO/CHASE. The parties shall equally pay the balance on the Citi Costco credit card (x9998) and the Chase Freedom credit card (x7061). Neither party may incur additional debt on these cards unless agreed in writing or as historically constituted while the parties remain in the same marital home. After the parties pay the full balances of these credit cards, they shall cooperate to remove Clint's name from the Citi Costco account/card and remove Jayleen's name from the Chase Freedom account/card.

13.5. UNDISCLOSED DEBTS. Each party represents that he or she has not incurred any debt in the other party's name, whether individually or jointly, that has not been disclosed herein or paid. Any undisclosed debt shall be the sole responsibility of the party who incurred it, and shall indemnify and hold the other party harmless therefrom. Neither party shall incur any new debt or obligation in the other party's name or use the other party's financial or

identifying information for that purpose.

13.6. CREDITORS AND REMOVAL OF LIABILITY. The allocation of debts herein does not alter the rights of any creditor. Pursuant to Utah Code Ann. §§ 15-4-6.5 and 81-4-406, each party shall promptly provide applicable joint creditors with a copy of the Decree and written notice of the parties' separate current addresses and the allocation of responsibility for joint debts. Each party shall use best efforts to remove the other party's name and liability from any debt awarded to that party, including through refinancing, assumption, balance transfer, account closure, or creditor release, as reasonably appropriate. Each party shall reasonably cooperate with such efforts, provided doing so does not require that party to incur additional liability.

13.7. PAYMENT AND INDEMNIFICATION. Each party shall timely pay all debts and obligations assigned to that party herein and shall indemnify, defend, and hold the other party harmless from any claim, collection activity, adverse credit reporting, deficiency, expense, attorney fees, or other liability resulting from the responsible party's failure to timely pay such debt. If a creditor seeks payment from a party for a debt assigned to the other, the responsible party shall promptly satisfy the obligation or reimburse the other party for any amount reasonably paid to protect that party's credit or

financial interests.

13.8. CHILDREN'S EXPENSES AND CREDITORS. Pursuant to Utah Code § 15-4-6.7, a medical or dental provider who receives a copy of the Decree shall, upon request and to the extent provided by statute, separately bill each party for that party's court-ordered share of the children's medical and dental expenses. A party who has paid his or her required share is entitled to the statutory protections against collection and adverse credit reporting for the other party's unpaid share. The parties are likewise entitled to the protections provided by § 15-4-6.7 concerning court-ordered school fees.

ARTICLE 14 - ALIMONY

14.1. Each party can support him or herself without contribution from the other. Accordingly, neither party is awarded any amounts as or for alimony, now and forever.

ARTICLE 15 - MISCELLANEOUS

15.1. RESTORATION OF NAME. Upon entry of the Decree of Divorce, Jayleen may return to her former surname of "Silver" should she so desire, and this Decree of Divorce will act as her name change court order.

15.2. ATTORNEY FEES. Except as otherwise expressly provided herein, each party shall be solely responsible for his or her own attorney fees, costs, and litigation expenses incurred in connection with this divorce action through the date of entry of the Decree of Divorce.

Each party waives any claim against the other for attorney fees, costs, or litigation expenses incurred prior to entry of the Decree. This provision applies only to fees and costs incurred through entry of the Decree and shall not limit, waive, or otherwise affect either party's right to seek attorney fees, costs, or other relief in any future action or proceeding, including but not limited to enforcement, contempt, collection, modification, or interpretation of the Decree, or any agreement incorporated therein, to the extent permitted by law or contract.

15.3. DISCLOSURE. Each party represents and warrants that he or she has fully and accurately disclosed all assets, debts, income, business interests, financial accounts, and other material financial information. The parties acknowledge that this Decree of Divorce is entered into in reliance upon such disclosures. If it is later discovered that a party failed to disclose, concealed, misrepresented, or omitted any material asset, debt, income, or financial information existing before entry of the Decree, the Court shall retain jurisdiction to grant appropriate relief, including reopening or setting aside all or part of the Decree, reallocating assets or debts, awarding attorney fees and costs, imposing sanctions, and granting such other relief as the Court deems just and equitable. The discovery of any material undisclosed financial information shall constitute a substantial and material change in circumstances sufficient to warrant review, modification, reopening, or setting aside of any affected provisions of the Decree to the extent permitted by law.

15.4. COMPLETE OWNERSHIP OF PROPERTY AWARDED. All property and money received or retained by either party pursuant to this Decree of Divorce is deemed the separate property of such party, free and clear of any right, interest or claim of the other party, including the right to inherit or be named as a beneficiary, and each party shall hereafter use and enjoy, independently of any claim or right of the other party, all items of real or personal property awarded to them.

15.5. COOPERATION. Each party shall execute and deliver to the other party all such documents as may be reasonably necessary or required to implement the provisions herein, within 60 days of entry of the Decree of Divorce, unless otherwise set forth herein.

15.6. WAIVER. No waiver of any of the provisions herein or any waiver of breach or default shall be deemed or shall constitute a waiver of any other provision hereof or be deemed a waiver of any subsequent breach or default, nor shall such waiver constitute a continuing waiver.

15.7. MODIFICATION. No modification or waiver of any of the terms herein shall be valid, unless in writing and signed by both parties.

15.8. CHOICE OF LAW. This Decree of Divorce all rights and obligations of the parties hereunder shall be construed according to the laws of the State of Utah.

15.9. SEVERABILITY. If any term, paragraph, or provision herein is held invalid or unenforceable for any reason, the remainder of this Decree of Divorce shall continue in full force and effect.

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

APPROVED AS TO FORM:

/s/ Danielle R. Crumb
Danielle R. Crumb
Attorney for Respondent
DATED: November 4, 2026
(Electronically signed by David L. Hanks with permission from Danielle Crumb)

CERTIFICATE OF DELIVERY

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

Danielle R. Crumb
Attorney for Respondent

[X] Court's Electronic Filing System
[ ] U.S. Mail
[ ] Hand Delivery
[ ] Email

/s/ Tauni Cancilla