The Order of the Court is stated below:
Dated: November 14, 2026 03:46:03 PM **/s/** JOSEPH BEAN
District Court Judge

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

In the Matter of the Marriage of: RACHEL ROWE Petitioner, v. NATHAN ROWE Respondent.	# DECREE OF DIVORCE Civil No. **264700010 DA** Judge Joseph Bean Commissioner Julie Winkler

THE COURT, having made its Findings of Fact and Conclusions of Law, and good cause appearing, now makes the following:

DECREE OF DIVORCE

1. Declaration of Divorce: Based on their irreconcilable differences, the marriage between the parties is hereby dissolved and the parties are hereby declared divorced.

2. Children. The parties have the following children.

1. Name	2. Date of Birth
3. L.J.R.	4. February, 2017
5. L.P.R.	6. April, 2019

PARENTING PLAN

3. The parties are fit and proper persons to be awarded joint legal custody of the parties' minor children. The following plan is incorporated by the parties:

a. As parents, the parties are dedicated individuals who want their children to have a meaningful and positive relationship with each parent. Each of their primary concern shall be their children's welfare and part of that comprises an affirmative duty to help their children foster, nurture and continue developing a positive parent-child relationship with the other parent and to develop a positive relationship with the other parties significant other and their family members or children. The parties realize that both parents and their families are important in the life of their children, and the parties will bolster their children's self-esteem by praising the other parent and their families for their good qualities. The parties are both restrained from saying or doing anything that would tend to diminish their children's love and affection for the other parent or their family. The parties agree not to attempt to influence in any way their children's preferences regarding custody or visitation.

b. The parties agree to be supportive of the other party's role as a parent. Neither of them shall attempt to alienate their children in any way from the other parent. The parties both have an affirmative duty to co-parent their children in a way that promotes his/her best interest. The parties are also restrained from discussing their children's relationship with the other parent in front of, or with

their minor children, or from questioning, interrogating, or otherwise "pumping" their children for information.

c. Neither party shall enter the residence and/or work location of the other party unless they are invited to do so.

d. The parties realize that their children do not have control over adult issues and therefore could be easily stressed by knowledge associated with circumstances or facts outside of their children's control. To this end the parties agree that the parties will not subject their children to circumstances or facts that constitute adult issues. This shall include but is not limited to: controlling parent-time, negative information about the other parent, or using the children as confidantes or to counsel with them about these adult issues.

e. The parties will not cast aspersions on or attribute negative actions to the other parent as this may damage their children's relationship with the other parent. This means the parties will not discuss monetary issues, court matters including but not limited to allegations made by either party in court; or any other matter or actions—real or perceived—done by the other party. Because their children may have access to social media, the parties agree not to publish negative comments about the other parent.

f. Child exchange times shall be without tension or contention for the children's benefit. The parties agree to be courteous and respectful when exchanging the children and shall defer discussing any disputes until a time and place outside of the children's presence.

g. The parties realize it is important for them to establish and maintain good communication and a cooperative relationship regarding the care of their children. The parties agree to be calm, civil, and polite in all of their communications with one another, and shall avoid profanity, rudeness, raising their voice, and name-calling. Their communications shall focus on their children and avoid personal attacks or dredging up the past. the parties shall communicate with one another openly, honestly, and cooperatively to advance and promote the best interests of their children. The parties agree to use an online calendar to maintain visitation schedules, children(s) scheduled appointments and communications to one another.

h. The parties realize that the parties each have rights, privileges, duties and powers relating to their children. Each of them strongly desires that their children enjoy a loving, caring and nurturing relationship with the other and the parties will make best efforts to make this a reality. This shall include them continuing to work on united parenting where possible. However, the parties understand that neither of them is allowed to dictate what takes place in the other parent's home, or during their parent time.

i. The parties may alter their parent-time schedule as the parties can agree in writing, and such changes are preferable to seeking judicial resolution of issues. In developing and coordinating schedules, the parties shall be guided by the objectives of allowing each parent to develop and maintain a meaningful relationship with their children, providing their children with a safe and stable

environment, accommodating their children's school and other schedules, and cooperating to accommodate each parent's employment schedules.

j. The parties agree to provide care, love, support and opportunities for their children to the best of their abilities and the parties agree that their children shall receive the most adequate level of economic support that can be provided by the efforts of both of us.

k. The parties shall be solely responsible for costs incurred for their minor children unless specifically outlined otherwise in their Decree, or agreed upon in writing otherwise, including clothing, shoes, food, events or activities, etc. the parties must not discuss activities with the children until first discussing them with the other parent, and the parties must never assign blame to either parent for a child's ability or inability to attend an activity/activities.

l. For emergency purposes, whenever the children travel overnight with either of us, all of the following will be provided to the other parent: (a) an itinerary of travel dates; (b) destinations; (c) places where the children or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the children's location.

m. The parties agree if either party travels with the minor children in which a passport is required, the parties will assist each other in applying for and obtaining any such passports on behalf of the minor children. Once the passport is obtained, the Petitioner will hold onto the passport(s) of L.J.R. and the Respondent will hold onto the passport(s) of L.P.R. when they are not in use. Reasonable efforts

will be made to facilitate communication between the children and the other party during travel. Neither parent will unreasonably withhold consent for the use of passports for the children's international travel consistent with this Agreement, and both parties will cooperate in executing any necessary travel authorization forms as required by law or requested by border authorities to facilitate the children's travel.

n. The parent in possession of the passport will provide it within seven (7) days of leaving for travel to the traveling parent upon reasonable request and with sufficient time to allow for necessary travel arrangements. The traveling parent will return the passport to the designated holder parent within seven (7) days of returning from travel, unless otherwise agreed in writing.

o. The parties agree that neither parent shall enroll the children in any extracurricular activity that has expected involvement by the other parent without prior consent. Involvement by the other parent could include sharing costs, transporting of the children to activities or interference with scheduled parent time. If a parent wishes to enroll the children in an activity that will not require involvement of the other parent, then that parent may do so understanding that they would not be able to anticipate the other parent's cooperation either with respect to sharing of the costs, transporting of the children to activities or interference with parent time schedules.

p. The parties agree their communications shall be limited to matters concerning the scheduling of visitation, changes to the schedule or discussions

about the health and well-being of the children and shall occur between the parents only, and that the parties will not relay messages to one another through their children.

q. The parties agree the parties shall not speak in a disparaging or negative way about the other parent in the presence of their children or on social media, and that the parties each have an affirmative duty to remove their children from the vicinity of any third party making such disparaging comments or otherwise acting in violation of court orders. The parties shall cooperate with one another for the benefit of their children, be civil and polite with one another, and work together for the best interest of their children, living by the Golden Rule—treating each other as the parties would like to be treated.

r. The parties agree to jointly confer and discuss all non-routine major decisions concerning the health, education, welfare or religious upbringing of their children. All such decisions having a financial impact upon both of them must first be agreed upon between them in writing if there is to be an expectation of reimbursement from the other party. In the event the parties cannot reach an agreement, the parties shall consult professionals in the area of dispute for their opinions to see if they can help resolve their issues. If the parties still cannot reach an agreement, then the parties may take the issue to court, but only after first attempting to settle such disputes through a mutually agreed upon mediator, splitting the costs between them equally.

s. If the Court finds that a parent has taken a frivolous or unreasonable

position regarding a major decision for the children, then the court may award attorney's fees and financial sanctions to the prevailing parent.

t. The parties shall both be listed as their children's emergency contact persons on all school records, registration forms, medical records, and any other document with legal importance or other significance.

u. The parties shall notify each other as soon as reasonably possible after either of them learns of any significant school, social, sports or other community functions in which their children may be participating or being honored so as to allow each the opportunity to attend and participate.

v. The parties shall both have free and open access to all information regarding their children, including medical records, school records, ecclesiastical records, dental records, information relating to the children's extracurricular activities, etc. This means, among other things, that the parties shall both be fully entitled to contact their children's schools, doctors, therapists, daycare providers, church leaders, etc. to obtain information connected to their children. The Parties must both execute any releases necessary to allow the other parent access to such records relating to their minor children.

w. The parties shall both be notified as soon as possible in the event of any medical emergencies or doctor appointments for their children. The Parties agree to involve and consult with each other before taking any therapeutic action or intervention involving their minor children, including whether a child/children participate in therapy, which therapists or counselors are used, and which facilities

and programs are used.

x. If the parties determine that therapy or counseling is in the best interests of a minor child, or their children, the parties shall both have full and complete access to any therapeutic processes or programs to which the children are submitted, including the right to participate fully in all therapeutic processes or programs. The Parties shall both have full and complete access to the therapists and/or counselors treating the children and to their records.

y. Both parties shall have access to their children during school and will have authority to check their children out of school, if necessary. Unless otherwise agreed in writing, the parties agree not to interrupt their children's schooling to exercise parent-time. Neither of them shall check their children out of school during the other parties' parent-time without express written permission from the other party.

z. The parties shall share, equally, the school & daycare fees for their children including the cost of all activities at their children's school and/or daycare. If one parent incurs a fee for school and/or daycare, the other parent will be provided with a written receipt of the fee and be allowed up to 28 days to repay their equal portion of the fee.

aa. The parties shall each be entitled to make decisions regarding day-to-day care and control of their children while the parties are exercising parent-time. The Parties agree that each of them shall be entitled to make emergency decisions concerning their children, and that the other parent shall be informed of the

decision as soon as possible thereafter. That said, the parent exercising parent-time during an emergency shall use his/her best efforts to consult with the other parent regarding emergency decisions and the medical treatment of their children.

bb. The parties shall permit and encourage their children to have liberal telephone or virtual uncensored, and unmonitored communications with the other parent during reasonable hours and for reasonable durations.

cc. Such communication between a parent and their children shall not be unreasonably denied by the parent who has the children at the time, so long as such communications do not conflict with existing plans or scheduled events and activities, or interfere with the children's customary routine, thereby causing emotional discomfort. their communications with each other (which require a response) must be responded to within a timely manner, but not later than 48 hours. Communications shall not be done through third parties unless the parties mutually agree otherwise in writing.

dd. The parties shall provide each other a current address and telephone number within 48 hours of any change.

ee. The parties agree that the parties must both maintain safe and appropriate sleeping and living accommodations for their children.

ff. Neither party will have their children present with persons with whom they are romantically involved unless it is a committed relationship.

gg. To the extent that a party exercising parent-time will be away from the children overnight (not to include time with extended family so long as the parent

is available to take the children if needed), and the children are in need of overnight surrogate care, the party in need of the surrogate care shall be required to allow the other party to provide the care before anyone else. If a party chooses to provide such care under this paragraph, they shall be solely responsible for all transportation related to exercising said care, and returning the children to the other parent promptly when they are able to personally continue their parent time.

hh. The parties shall give special consideration to the other to make their children available to attend family functions including funerals, weddings, immediate family birthdays, family reunions, religious holidays, important ceremonies and other significant events in the life of their children or in the life of either parent which may inadvertently conflict with the time sharing that we've agreed to exercise. Notwithstanding the foregoing, neither party may schedule activities during the other parent's parent-time absent a written agreement.

ii. The parties are restrained from bothering, harassing, annoying, threatening or otherwise interfering with the other parent and their relationships.

jj. The parties agree that their circumstances will change and the needs of their children may require a periodic review of custodial arrangements and children-support orders.

4. 1Custody/Parent time. The parties are awarded joint physical custody of their minor children. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	MOM	MOM	MOM	DAD	DAD	DAD	DAD
Week 2	MOM	MOM	MOM	DAD	MOM	MOM	MOM

a. The Father's alternating weekend shall extend Thursday after school (or 9 a.m. if school is not in session) until Monday morning with the exchange at school (or 9 a.m. when school is not in session.)

b. On weeks when the Father does not have the children on the weekend, he shall have Thursday after school (or 9 a.m. when school is not in session) until Friday morning the exchange at school (or 9 a.m. when school is not in session).

c. The Father shall receive up to four weeks when school is not in session at the option of the Father, including weekends normally exercised by the Mother, but not holidays; two weeks shall be uninterrupted time for the Father; and the remaining two weeks shall be subject to parent-time for the Mother for weekday parent-time on Thursday from 9 a.m. until 8:30 p.m. but not weekends, except for a holiday to be exercised by the other parent. The Mother shall also have two uninterrupted weeks in the summer.

5. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks, with the children by May 1 each year for first option parent and May 15 for second option parent. The Father shall have first choice of extended time in odd numbered years and the Mother shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.

6. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code §81-9-303 as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	**Martin Luther King Jr. Holiday** (1) Holiday begins at: (a) The time that school is dismissed for Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Father	Mother	**President's Day** (1) Holiday begins at: (a) The time that school is dismissed for President's Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Mother	Father	**Spring Break** (1) Holiday begins at: (a) The time that school is dismissed for Spring Break; or (b) 5:30 p.m. on the day school lets out at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Father	Mother	**Memorial Day** (1) Holiday begins at: (a) The time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Father	Mother	**Juneteenth and National Freedom Day** (1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.*
Mother	Father	**July 4th** (1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.*
Father	Mother	**July 24th** (1) Holiday begins on July 23rd at 5:30 p.m.

		(2) Holiday ends on July 25th at 8:30 p.m.*
Mother	Father	**Labor Day** (1) Holiday begins at: (a) The time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Mother	Father	**Fall Break** (1) Holiday begins at: (a) The time that school is dismissed for Fall Break; or (b) 5:30 p.m. on the day school lets out at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Father	Mother	**Halloween** (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Father	Mother	**Thanksgiving** (1) Holiday begins at: (a) The time that school is dismissed for Thanksgiving Break; or (b) 5:30 p.m. on the day school lets out at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Mother	Father	**Winter Break (First Half)** (1) Holiday begins at: (a) The time that school is dismissed for Winter Break; or (b) 5:30 p.m. on the day school lets out at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.
Father	Mother	**Winter Break (Second Half)** (1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Mother	Father	The **day before or after children's birthday** (1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.
Father	Mother	**Children's actual birthday** (1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.

Father	Father	**Father's Day** (1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.
Mother	Mother	**Mother's Day** (1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.

7. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the children's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties will first seek the advice of an expert in the field. If they cannot come to an agreement, the parties will mediate before court intervention. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

a. Medical.

i. The parties will continue to use their current pediatrician as the pediatrician for the children and specialists that their pediatrician recommend, when needed. The parents shall make decisions mutually regarding the children's medical care. If the parties cannot come to an agreement, they shall abide by the recommendation of the attending doctor.

ii. Emergency and sick care shall be attended to by the parent who is exercising the parent time. The parent shall notify the other parent within

30 minutes of scheduling for emergency or same day care. The parent shall notify the other parent within 24 hours of scheduling for any regular medical or dental appointment so that each party may be able to attend the appointment if possible.

b. Separate Accounts. According to Utah Code §15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.

c. Educational Plan. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

8. Relocation. If either party moves more than 40 miles from the other parent, the parties will be bound by the 60-day notice requirements of Utah Code §81-9-209.

9. Communication. The parties will discuss all parenting concerns by text or e-mail at any time needed and will not use their children to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange.

10. Online Calendar. The parties agree to use an online calendar to communicate activities of the children. Both parties shall have the ability to edit the calendar. Both parties shall list the important events of the children on the calendar, which shall constitute the notice requirement as designated herein.

11. Mutual Restraining.

a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other

parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

b. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

c. The parties will not use their children to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the children or at any children's activity.

d. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

e. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

f. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor children from such circumstances.

12. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

13. Limitations. The parties will not use illegal drugs, prescription drugs in a non-prescribed manner, or alcohol in excess while they are exercising parent-time.

14. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

15. Transportation for the Children. The parties will utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is not in session, the receiving parent will provide the transportation from the other parent's residence unless otherwise mutually agreed upon.

16. Third Party Transportation. A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the children if the other parent is aware of the identity of the individual, and the receiving parent will be with the children by overnight.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

17. Child Support. Child Support shall be calculated as according to Utah Code §81-6-201 *et seq*. The Mother's gross monthly income is $9,292 per month. The Father's gross monthly income is $5,546 per month. The Mother has 220 overnights and the Father has 145 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. The Father's child support obligation is $416 per month. Child support shall commence November 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

18. HSA. The Marital HSA has approximately $4,000 in it. This amount shall be used for the children' medical expenses. Once the marital amount if fully used, each party shall then pay one-half of the children's medical out-of-pocket expenses.

19. 2Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with Utah Code §81-6-208.

a. 3Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance for medical, vision, and dental. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses 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 children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed. The current amount owing shall be $104.84.

b. 4Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

c. 5The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

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

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

e. Double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium with no compensation from the other party.

f. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

20. Childcare Expenses. The parties shall adopt Utah Code §81-9-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor children.

21. Dependency exemption. The parties will share the dependency exemption/tax credit for the minor children as follows:

a. While there are two minor children, the parties will each receive one child as a dependency exemption/tax credit. Mother will claim the oldest child and Father will claim the youngest child.

b. When there is only one minor child, the parties will alternate the dependency exemption/tax credit for the minor child. The Mother will be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and the Father will claim the minor child as a dependency exemption/tax credit for even-numbered tax years.

c. A parent is entitled to claim the dependency exemption/tax credits indicated herein as long as he or she is current on his child support obligation by December 31st of the applicable tax year.

22. Real Property. The marital property located at 1404 North 780 West will be awarded to the Mother with all debts and liabilities commencing on October 1, 2026. The Mother shall hold the other party harmless on all debts and liabilities associated with the home. The Mother will get the utilities solely in her name by November 30, 2026. The Mother will refinance or assume the home by February 28, 2028 and pay Father an equity of $121,700 at the time of refinance or assumption. In the event that the refinance or assumption does not occur by February 28, 2028, the parties agree to immediately put the home for sale with a mutually agreed upon Real Estate Agent. Father shall give Mother three names for Real Estate Agents and Mother shall choose one within 14 days of receipt. The parties shall follow the advice of the Real Estate Agent. Upon the sale of the home at a reasonable market value price, the proceeds of the home shall be distributed as follows:

i. First, the parties shall pay the cost of sale;

ii. Second, the mortgage shall be paid;

iii. Thereafter, Father will receive $121,700 and Mother will receive the remaining equity.

23. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed

such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

Item Description:	*Awarded to:*
Side by Side Boat 2007 Ford 350	Father
2015 VW Dogs	Mother

a. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation within 90 days of the entry of the Decree of Divorce. After 90 days of the entry of the Decree of Divorce or as mutually agreed upon in writing otherwise, each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated within this stipulation.

24. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

Debt Description:	*Obligation of:*
Debts in Mother's Name	Mother
Debts in Father's Name	Father
Joint Visa of approximately $4,000	Mother
Air Conditioning Debt of approximately $6,495	Mother

a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.

b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their

own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

25. Financial Accounts.

a. The following accounts are awarded to Mother:

i. Mother's Retirement

ii. Other Bank Accounts in Mother's Name

b. The following accounts are awarded to Father:

i. Father's Retirement

ii. The Money Market Account

iii. Other Bank Accounts in Father's Name

c. Any joint bank accounts shall be closed or cooperatively assigned to one party within 30 days of the entry of the Decree.

26. Life Insurance. Each party shall carry life insurance on his or her life in the face amount of $100,000 per child, until such time as the parties' minor children reach the age of eighteen (18). During such period, each party will name the children as beneficiaries on said life insurance policies. The parties shall each submit to the other proof that the policy is in full force and effect within 7 days of request.

27. Name: Mother will have the option of restoring her name to Johnson.

28. Alimony. Neither party is awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

29. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce. The parties will cooperate and give any information or signatures within five business days of request.

30. Drafting. Both parties attended mediation with their respective counsel and have participated actively in the drafting and revising of this stipulation. Both parties and their counsel have had an opportunity to read the stipulation and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation session. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of this Stipulation, and no provision shall be construed against any party as being the draftsman thereof. This Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be

drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

31. Full Disclosure: The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

32. Attorney's Fees and Costs: Each party shall assume his or her own costs and attorney's fees incurred in this action.

33. Final Decree: This Decree is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of this Decree shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Decree is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in this stipulation.

34. Waiver. The parties agree that any financial amounts owing one from the other are hereby waived as of October 28, 2026.

**** SIGNED BY THE COURT ELECTRONICALLY IN THE UPPER CORNER OF H DOCUMENT ****

DATED November 14, 2026.

/s/ Jeremy Atwood
JEREMY ATWOOD, Attorney for Respondent
(signed electronically by Melvin A Cook with permission
from Jeremy Atwood)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this day of November 5, 2026 I served a true and correct copy of the foregoing document on the Respondent's attorney Mr. Jeremy B. Atwood, Esq., by means of the Court's electronic filing system as follows:

Mr. Jeremy B. Atwood, Esq.
jeremy@jeremyatwoodlaw.com

/s/ Melvin A Cook
Melvin A Cook