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**IN THE THIRD JUDICIAL DISTRICT COURT,  
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

*In the matter of the marriage of:*

**PETER MERRILL MCCONKIE,**

and

**DEMER A LYNN MCCONKIE.**

**DECREE OF DIVORCE**

Case No. 254906487

Judge Charles Stormont

Commissioner Michelle Blomquist

The Court, having made and entered its Findings of Fact and Conclusions of Law, hereby ORDERS, ADJUDGES and DECREES that the bonds of matrimony and marriage contract between the parties are dissolved and the parties are awarded a Decree of Divorce on the grounds set forth below, to become final upon entry by the Court. The Court further ORDERS as follows:

**JURISDICTION AND VENUE**

- 1. Marriage Information.** Peter Merrill McConkie (“Peter”) and Demera Lynn McConkie (“Demi”) were married on May 8, 2015.
- 2. Residence.** The parties are residents of Salt Lake County, State of Utah, and have been for at least three (3) months immediately prior to the commencement of this action.

### **GROUND S FOR DIVORCE**

3. During the course of this marriage, the parties have experienced irreconcilable differences, making continuation of the marriage relationship impossible. A Decree of Divorce is hereby entered, dissolving the bonds of matrimony, on the grounds of irreconcilable differences.

### **CHILDREN**

4. **Minor Child.** The parties are the parents of one minor child, to wit: J.M., date of birth June of 2016.

5. **1Custody.** The parties shall share joint legal custody and joint physical custody of the minor child.

6. **Parent-Time.** Parent-time shall be as the parties agree. If the parties are unable to agree, beginning May 1, 2026, parent-time shall be pursuant to Utah Code §81-9-305, with the following clarifications:

a. Parent-Time until April 30, 2026. Parent-time shall continue as the parties have been doing through April 30, 2026.

b. Regular Weekly Parent-Time. Beginning May 1, 2026, the regular weekly parent-time shall rotate between week 1 and week 2, as indicated in the table:

Overnights	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Mom	Mom	Dad	Dad	Mom	Mom	Mom
Week 2	Mom	Mom	Dad	Dad	Dad	Dad	Dad

c. Holiday Parent-Time. The parties shall follow the holiday parent-time schedule set forth below, which takes precedence over regular parent-time:

Even Years	Odd Years	Holiday and Time
Mother	Father	<b>Martin Luther King Jr. Holiday</b> Friday when school is dismissed for the holiday

		until 7:00 p.m. on the day before school resumes.
Father	Mother	<b>President's Day</b> Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Mother	Father	<b>Spring Break</b> 6:00 p.m. on the day that school is dismissed for Spring Break until 7:00 p.m. on the day before school resumes.
Father	Mother	<b>Memorial Day</b> Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Mother	Mother	<b>Mother's Day</b> 9:00 a.m. to 7:00 p.m. on the holiday
Father	Father	<b>Father's Day</b> 9:00 a.m. to 7:00 p.m. on the holiday
Father	Mother	<b>Juneteenth</b> 6:00 p.m. on the day before Juneteenth National Freedom Day if the day before is not Father's Day; or, 9:00 a.m. on Juneteenth if the day before is Father's Day. The holiday period ends at 6:00 p.m. on the day following Juneteenth.
Mother	Father	<b>July 4<sup>th</sup></b> July 3 <sup>rd</sup> at 6:00 p.m. until July 5 <sup>th</sup> at 6:00 p.m.
Father	Mother	<b>July 24<sup>th</sup></b> July 23 <sup>rd</sup> at 6:00 p.m. until July 25 <sup>th</sup> at 6:00 p.m.
Mother	Father	<b>Labor Day</b> Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Father	Mother	<b>Columbus Day</b> 6:00 p.m. the day before the holiday until 7:00 p.m. on the holiday.
Mother	Father	<b>Fall Break</b> 6:00 p.m. on the day that school is dismissed for Fall Break until 7:00 p.m. on the day before school resumes.
Father	Mother	<b>Halloween</b> October 31 <sup>st</sup> or the day that Halloween is traditionally celebrated in the local community, from the time school is dismissed or 4:00 p.m. if there is no school, until 9:00 p.m. on the same day the holiday begins.
Mother	Father	<b>Veteran's Day</b> 6:00 p.m. the day before the holiday until 7:00 p.m. on the holiday.
Father	Mother	<b>Thanksgiving</b> beginning when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Mother	Father	<b>First Half of Christmas Vacation, including Christmas Eve and Christmas Day</b> beginning when school is dismissed for the holiday until December 27 <sup>th</sup> at 7:00 p.m.
Father	Mother	<b>Second Half of Christmas Vacation</b> , December 27 <sup>th</sup> at 7:00 p.m. until the day before school resumes at 7:00 p.m.
Mother	Father	<b>The day before or after child's birthday</b> on the day before or after the actual birth date from 3:00 p.m. until 9:00 p.m.
Father	Mother	<b>Child's actual birthday</b> from 3:00 p.m. until 9:00 p.m.

d. Summer Parent-Time. Each parent shall be entitled to two (2) weeks of uninterrupted summer parent-time during the summer months when school is not in session. In calendar years ending in an odd number, Demi shall have the first choice. The parent with first choice shall provide the other parent with written notice of their selected summer parent-time by May 1st. The other parent shall provide written notice of their selected summer parent-time by May 15th. If the parent with first choice fails to provide notice by May 1st, the

other parent shall be entitled to first choice for that year. Summer parent-time shall not interfere with the other parent's scheduled holiday parent-time.

7. **Right of First Refusal.** Each parent shall have the right of first refusal to provide care for the minor child in the event the parent with the child is unavailable overnight or longer during their scheduled parent-time, provided that the parent receiving notice is personally available and willing to provide the care and transportation.

8. **Transportation.** Transportation for parent-time exchanges shall be as the parties agree.

If the parties are unable to agree, parent-time exchanges shall be as follows:

a. A party exercising the right of first refusal shall provide the transportation both directions.

b. Parent-time exchanges shall occur at the minor child's school when school is in session. The party ending parent-time shall ensure the minor child is delivered to school and the party beginning parent-time shall ensure the minor child is picked up from school.

c. When school is not in session, the party beginning parent-time shall provide the transportation for the parent-time exchange, which shall occur at the other parent's residence.

d. A third party who possesses a valid driver's license and is known to the minor child may facilitate transportation for parent-time exchanges.

9. **Parenting and Educational Plan.** The parties shall adopt the following Parenting and Educational Plan:

- a.** The parties shall have the minor child attend therapy with a licensed therapist mutually agreed upon by the parties. The parties shall equally share the out-of-pocket cost of the minor child's therapy;
- b.** Each parent shall use reasonable efforts to monitor and limit the minor child's screen time while the child is in that parent's care;
- c.** Both parties shall be listed on and have access to the minor child's school, church, medical and other records and both parties shall be included as the parents on such records. As joint legal custodial parents, it is the responsibility of each parent to contact the minor child's school, coaches, teachers, doctors, dentists, church leaders, etc. in which the minor child is involved to establish their own relationship and have notices of significant school, social, sports, and community functions in which the minor child is participating or being honored sent directly to each parent. Both parties shall be entitled to attend and participate fully. If one parent receives notice that the other parent would not have access to, the party receiving said notice shall notify the other parent within twenty-four (24) hours of receiving the notice;
- d.** The parties shall notify the other parent of injury or illness as soon as reasonably possible involving a minor child;
- e.** The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor child at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;

- f.** When a parent leaves the minor child in the care of a third-party caregiver, the name and contact information of the other parent shall be provided to the caregiver. Additionally, the other parent shall be provided the name and contact information of the caregiver;
- g.** The parties shall notify the other parent of any change of address, email address, and/or telephone number within twenty-four (24) hours of the change;
- h.** The parent who has the minor child in his/her care may make minor day-to-day decisions regarding the minor child without having to consult with the other parent;
- i.** Either parent may travel with the minor child during his/her parent-time.
- j.** For emergency purposes, whenever the minor child travels overnight or longer, the parent arranging the travel shall provide the other parent with: (i) an itinerary of travel dates; (ii) destinations; (iii) places where the minor child or traveling parent can be reached; and, (iv) the name and telephone number of an available third person who would be knowledgeable of the minor child's location;
- k.** Neither party shall consume alcohol to the point of intoxication during his/her parent-time;
- l.** The parties shall work together in a reasonable manner to accommodate each other and to provide the minor child consistency and stability;

- m.** 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 minor child, or in the life of either parent which may inadvertently conflict with the parent-time schedule;
- n.** Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication/virtual parent-time with the minor child. The parent with the minor child in his/her care shall not interfere with the virtual parent-time;
- o.** The parties shall not put the minor child in the middle of their disputes;
- p.** The parties shall not discuss with the minor child or in the minor child's presence adult issues, including the parties' legal proceedings or financial related issues of the parties;
- q.** The minor child shall not be used as a messenger between the parents;
- r.** The parties shall maintain safe and appropriate sleeping and living accommodations for the minor child;
- s.** Each party shall have adequate clothing for the minor child at his/her residence;
- t.** Neither parent shall question the minor child about the other parent's activities, personal relationships or how the other parent spends his/her time or money;

- u.** The parties shall not ask the minor child to keep secrets from the other parent;
- v.** Each parent shall be supportive and respectful of the other parent in the presence of the minor child;
- w.** Both parties are hereby restrained from saying or doing anything that would tend to diminish the minor child's love and affection for the other parent. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the minor child;
- x.** Each parent shall ensure that the minor child maintains good hygiene while in that parent's care, including bathing, grooming, dental care, and clean clothing;
- y.** The party with the minor child in his/her care shall be responsible for ensuring the minor child's homework is complete and transporting the minor child to and from school on time;
- z.** Communication regarding the minor child shall be directly between the parents and should not involve third parties;
- aa.** The minor child shall remain in the child's current school through the 2026/2027 school year. Thereafter, the minor child shall attend a school mutually agreed upon by the parties in writing that is within twenty (20) miles of the marital home (1780 East Southwoodside Drive, Holladay, Utah);



**bb.** Both parents shall have access to the minor child during school hours and the authority to check the minor child out of school during his/her custodial time for emergency purposes or necessary appointments; and

**cc.** The parties shall make joint decisions regarding substantial or significant issues affecting the minor child including but not limited to the minor child's education, medical care, dental care, religious upbringing, counseling, and other major parenting issues. After discussing the issue and researching solutions, if the parties cannot reach an agreement on a major issue regarding the minor child, the parties shall attend mediation. Each party shall be responsible for one-half the cost of the mediation. If the parties do not reach an agreement in mediation, either party may take the issue before the court.

**10. Child Support.** Peter's gross monthly income is \$11,513. Demi's gross monthly income is imputed at \$4,333. Based on the joint custody child support calculation worksheet for one minor child, with Peter having the minor child 182 overnights each year and Demi having the minor child 183 overnights each year, Peter's child support obligation to Demi shall be \$328 per month, commencing May 1, 2026. Unless the Court orders otherwise, support for the child shall terminate at the time: (1) the 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) the 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 5<sup>th</sup> day of each and every month, and one-half on the 20<sup>th</sup> day of each month.

- a. Income Withholding. The party receiving child support shall be entitled to immediate and automatic withholding of income as a means of collecting child support, pursuant to Utah Code §26B-9-303.
- b. Adjustment of Child Support. A child support order may be adjusted pursuant to Utah Code §26B-9-221.

**11. Child Care Expenses.** In accordance with Utah Code §81-6-209, the child support order requires that each parent share equally the reasonable work-related child care expenses of the parents.

**12.** If an actual expense for child care is incurred, a parent shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.

- a. In the absence of a court order, a parent who incurs child care expense shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.
- b. In the absence of a court order to the contrary, the parent shall notify the other parent of any change of child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.
- c. In addition to any other sanctions provided by the court, a parent incurring child care expenses may be denied the right to receive credit for the expenses

or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with subsections 'a' and 'b'.

**13. 2Medical/Dental Expenses.** In accordance with Utah Code §81-6-208, as modified below, a parent shall provide and maintain medical and dental insurance for the minor child if it is available to them at reasonable cost and is accessible to the child. Currently Peter is providing medical insurance for the minor child and Demi has the minor child covered on Medicaid.

a. So long as the minor child is covered on Medicaid, Peter shall be responsible for payment of the premium associated with the minor child's portion of his medical insurance, without reimbursement or contribution from Demi. This provision applies to the medical insurance premium only, and not to any out-of-pocket medical expenses for the minor child. At such time as the minor child is no longer covered on Medicaid, 3each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the minor child's portion of insurance. The minor child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the minor 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 minor children in the instant case.

b. The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the minor child's portion of the premium. In cases in which the parent does not have insurance but another member of the parent's household provides

insurance coverage for the minor child, the parent may receive credit against the base child support award or recover the other parent's share of the minor child's portion of the premium. This provision does not apply to Demi's contribution to the minor child's medical insurance premium provided by Peter so long as the minor child is covered by Medicaid.

c. Each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor child, including but not limited to deductibles and copayments.

d. The parent who is maintaining insurance shall provide verification of coverage to the other parent upon initial enrollment of the minor child, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date the parent first knew or should have known of the change.

e. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment with reimbursement to take place within the following thirty (30) days.

f. In addition to any other sanctions provided by the court, a parent incurring 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 comply with Subsections (d) and (e) of this paragraph.

g. If, at any point in time, the dependent minor child is covered by the health, hospital, or dental insurance plans of both parents, Peter's health, hospital, or dental insurance plan shall be primary coverage for the dependent minor child and Demi's health, hospital, or dental insurance plan shall be secondary coverage for the minor child. If a parent remarries and the minor child is 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 should be treated as if it is the plan of the remarried parent and should retain the same designation as the primary or secondary plan of the minor child.

**14. Medical Billing for a Minor Child.** Pursuant to Utah Code §15-4-6.7, the parties may elect that medical/dental expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce or other controlling court order at or before the day on which the service provider first renders medical/dental services. A creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

**15. School Registration and Fees.** The parties shall equally divide all reasonable and necessary school registration and school fees for the minor child. Proof of payment shall be provided by the party incurring the cost to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days.

**16. Payment of School Fees.** When a court enters an order that provides for the payment of school fees of a child pursuant to Section 81-4-204 or Section 81-4-406, a provider who receives a copy of the order before the day on which the provider first issues a bill for a school fee and upon request of a parent, shall separately bill each parent for the share of the school fee that the parent is required to pay under the order. A provider may bill a parent for the parent's share of a child's school fee under an order regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the child's school fee. A provider, who receives a copy of the order, regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill for the school fee, may not make a negative credit report under Section 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the school fee that the parent is required to pay under the order. Each parent is liable only for the share of the school fee that the parent is required to pay under the order.

**17. Extracurricular Activities.** The parties shall equally divide the cost of extracurricular activities for the minor child so long as the parties have mutually agreed to the activity in writing prior to the minor child being enrolled in the activity. If the parties have agreed to divide the cost of the activity in advance, proof of payment shall be provided by the party enrolling the minor child in the activity to the other party within thirty (30) days of the payment with reimbursement

to take place within the following thirty (30) days. Any party unilaterally enrolling the minor child in extracurricular activities shall do so at their own expense and the activity should not interfere with the other party's parent-time.

**18. Tax Benefits.** Beginning with the first tax year that the parties do not file a joint tax return (either 2025 or 2026), the parties shall equally share claiming the minor child for tax benefit purposes related to filing federal and state tax returns, with Peter receiving the benefit for tax years ending in an even number and Demi receiving the benefit for tax years ending in an odd number.

- a. The party ordered to pay child support must be current on his/her child support obligation as of December 31<sup>st</sup> of the tax year he/she is entitled to claim the minor child for tax benefit purposes on his/her tax return.
- b. The parties shall cooperate in signing any forms required by the IRS allowing the other party to claim the minor child when he/she is entitled to the tax benefit.

## **INSURANCE**

**19. Medical Insurance.** The parties shall be responsible for their own medical insurance upon entry of the Decree of Divorce herein.

**20. Life Insurance.** Each party shall be awarded any term life insurance policy(ies) insuring his or her own life, free and clear of any claim by the other party. Demi shall be awarded her whole life insurance policy, and represents that the policy currently has no cash value due to prior withdrawal of the available funds.

## **ALIMONY**

**21.** Peter shall pay Demi alimony as follows:

- a. Beginning May 1, 2026, Peter shall pay Demi alimony in the amount of \$2,172 per month for a period of six (6) months.
- b. Commencing November 1, 2026, Peter shall pay Demi alimony in the amount of \$1,922 per month for a period of twelve (12) months.
- c. Commencing November 1, 2027, Peter shall pay Demi alimony in the amount of \$1,222 per month for a period of twenty-four (24) months.
- d. Commencing November 1, 2029, Peter shall pay Demi alimony in the amount of \$672 per month for a period of eighteen (18) months.
- e. The alimony is due one-half on the 5<sup>th</sup> and one-half on the 20<sup>th</sup> of each month.



f. The alimony shall automatically terminate upon payment for sixty (60) months, the death of either party, Demi's remarriage, or Demi's cohabitation as defined under Utah law, whichever occurs first.

## **ASSETS**

**22. Business Interest.** Except as otherwise indicated herein, Demi shall be awarded all right, title, and interest in Vibrant Living, including but not limited to bank accounts, inventory, intellectual property, accounts receivable, and goodwill. Except as otherwise indicated herein, Demi shall assume sole responsibility for all debts and obligations associated with the business and should indemnify and hold Peter harmless from any and all past, present, or future liabilities, obligations, or claims related to the business. Peter hereby waives any and all rights, claims, or interest in the business, now and in the future.

**23. Real Property.** 4During the marriage, the parties acquired a marital home located at 1780 East Southwoodside Drive, Holladay, Utah. The parties' interest in the marital home is hereby resolved as follows:

- a. Until the home sells, Peter shall have the exclusive use and possession of the marital home, and shall be solely responsible for payment of the monthly mortgage payment, monthly home equity line of credit (HELOC) payment, and utilities, until such time as the home sells, holding Demi harmless therefrom.
- b. The parties shall list the marital home for sale within thirty (30) days of the signing of their Stipulation and Settlement Agreement with real estate agents Damon and Elisha Hudson. The parties shall equally share any benefit received as a result of Demi's relationship with the real estate agents.

c. The parties shall follow the recommendations of the real estate agent regarding the listing price, any price adjustments, and the consideration of offers. The parties shall also follow the real estate agent's recommendations regarding repairs or improvements necessary to facilitate the sale of the marital home. Any repairs or improvements to be made to the home must be mutually agreed upon by the parties in writing, and the parties shall equally share the cost of such repairs or improvements.

d. Peter shall maintain the home in good showing condition and cooperate with showings. Upon the sale of the home, the net proceeds shall be distributed as follows, which shall be handled by the title company:

- i. First, to pay the costs of sale (including agent commissions and closing costs);
- ii. Second, to satisfy the outstanding mortgage and HELOC balances;
- iii. Third, Demi to receive \$15,000.00 to equalize the division of the assets herein;
- iv. Fourth, the remaining proceeds shall be divided equally between the parties.

**24. Vehicles.** The parties acquired vehicles during the marriage, which are hereby awarded as follows:

<i><b>Vehicle Description</b></i>	<i><b>Awarded to:</b></i>
2007 Toyota Highlander	Peter (for son)
2021 Ford F-150	Peter
2024 BMW X3	Demi
2007 Kawasaki Vulcan	Peter
2020 Kodiak Cub 198 BHSL Trailer	See subparagraph (a) below

- a. The parties shall cooperate in selling the 2020 Kodiak Cub trailer. The proceeds from the sale of the trailer shall be used to pay towards the outstanding loan. The parties shall equally share any remaining proceeds after the loan has been satisfied, or shall equally pay any amount still owing on the loan after the sale proceeds have been applied to the loan.
- b. The parties shall sign over the title to any vehicle(s) awarded to the other within thirty (30) days of signing their Stipulation and Settlement Agreement. The parties shall also give the other any keys, or key fobs for those vehicle(s) within the same thirty (30) days. Each party shall be responsible for making sure that any vehicle awarded to them is properly registered in their own name after the transfer.
- c. Each party shall be solely responsible for any debts, liabilities, and auto insurance related to the vehicle(s) awarded to them and shall hold the other party harmless therefrom.

**25. 5Personal Property.** The parties acquired personal property during the marriage, which is hereby awarded as follows:

- a. The parties shall cooperate in equitably dividing the minor child's toys, clothing, and belongings. The minor child shall not be present when the parties are dividing the child's belongings.
- b. Peter is hereby awarded his guns.
- c. Each party is hereby awarded any and all gifts received from the other party.

- d. The parties shall cooperate in equitably dividing the remaining items of personal property not specifically awarded herein within sixty (60) days of the signing of their Stipulation and Settlement Agreement. If the parties are unable to agree on the division of personal property, the parties shall return to mediation to address the issue.
- e. At such time as the division of personal property has been decided, the parties shall mutually agree on a day that Demi can remove the items of personal property awarded to her from the marital home with one mutually agreed upon support person present.

**26. Bank Accounts.** The parties acquired bank accounts during the marriage, which are hereby awarded as follows:

<b><i>Bank/Financial Institution</i></b>	<b><i>Acct. #</i></b>	<b><i>Approx. Balance</i></b>	<b><i>Awarded To:</i></b>
Venmo (in Peter's name)	-	\$0	Peter
Venmo (in Demi's name)	-	\$0	Demi
AFCU Checking	****1122	\$3,359.00	Peter
AFCU Savings	****1122	\$3,108.00	Peter
AFCU Savings (2)	****1122	\$3,002.00	Peter
AFCU Checking	****3586	\$164.00	Demi
AFCU Savings	****3586	\$322.00	Demi
Zions Bank Business Checking	****6214	\$135.00	Demi
Zions Bank Checking	****5668	\$377.00	Demi
Zions Bank Checking	****9762	\$0	Demi

- a. Peter shall pay Demi \$4,235.50 within fourteen (14) days of the signing of their Stipulation and Settlement Agreement to equalize the bank account balances.

b. The parties shall cooperate in closing any joint bank account(s), or removing the name of the party not maintaining the account, within fourteen (14) days of the signing of their Stipulation and Settlement Agreement.

**27. 6Retirement Account.** Peter is hereby awarded his Empower 401(k) retirement account with an approximate balance of \$16,481.83, free and clear of any claim by Demi. Demi hereby waives any claim to interest in the Empower 401(k) retirement account.

## DEBTS

28. The parties acquired debts during the marriage. Each party shall assume, and hold the other harmless from liability on, the following debts:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
North American Savings Bank (home mortgage)	\$431,595.21	See Marital Home paragraph herein
America First Credit Union (HELOC)	\$26,964.00	See Marital Home paragraph herein
America First Credit Union (Ford F-150 loan)	\$18,243.00	Peter
America First Credit Union (Kodiak Cub loan)	\$21,155.00	To be sold
American Express Credit Card (#5-4006)	\$15,041.00	Peter
Chase Amazon Credit Card (#2962)	\$14,671.00	Peter
America First Credit Union Credit Card (#1122)	\$5,562.00	Peter
America First Credit Union Line of Credit (#1122)	\$0	Peter
Synchrony Bank Credit Card	\$0	Peter
Synchrony Bank Loan	\$4,849.77	Peter
AJW Group, PLC	\$0	Joint
American Express Credit Card (#006)	\$26,709.32	Demi
Chase Amazon Credit Card (#7961)	\$2,735.83	Demi
U.S. Small Business Administration Loan (#7809)	\$17,456.13	Demi
MassMutual Loan (#0870)	\$61,015.85	Demi

**a. Joint Accounts.** Neither party shall incur any additional liability on joint credit cards or any joint accounts. The parties shall cooperate in closing joint credit card accounts or removing the name of the party not assuming the account within thirty (30) days of the signing of their Stipulation and Settlement Agreement.

**b. Other Debts.** Any and all other debts and obligations shall be the sole and exclusive responsibility of the party who incurred the particular debt.

**c. Creditors.** The parties understand that for joint debts, upon the entering of the Decree of Divorce, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

**d. Notification to Creditors.** For any joint debts, the parties may notify their respective creditors regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

**e. Delinquency in Payments.** If either party is obligated on a joint debt, the payment of that debt must remain current. A party who makes payment on a delinquent debt in order to protect his/her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

### **MISCELLANEOUS**

**29. Tax Returns.** The parties have filed their tax returns for the 2021, 2022, 2023, and 2024 calendar years. The parties shall equally share the tax refunds. The parties shall cooperate in filing a joint tax return for the 2025 tax year and shall equally share the cost of the tax preparation fees/accounting fees, and shall equally divide any tax refund or equally pay any taxes owed. If Demi has not filed the joint 2025 tax return within sixty (60) days of the signing of this Stipulation, Peter may file a separate tax return and each party shall be responsible for their own tax preparation fees and taxes owed, or awarded their own tax refund.



**30. Deeds and Titles.** Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents that are necessary to implement the terms of this Decree of Divorce.

**31. Mediation.** The parties shall attend mediation prior to, or simultaneously with, filing a Petition to Modify the Decree of Divorce. Each party shall pay one-half the cost of mediation.

**32. Asset Division/Financial Claims.** The parties' Stipulation and Settlement Agreement resolves the asset division and all financial claims either party has against the other through the date of the signing of the Stipulation and Settlement Agreement.

**33. Mutual Restraining Order.** The parties are hereby mutually restrained as follows:

a. Both parties shall be mutually restrained from making disparaging or derogatory remarks about one another, either directly to each other, to the minor child, or in the presence of the minor child. This includes verbal statements, written communications, or any other form of expression. For purposes of this provision, "disparaging or derogatory" shall include any negative or ill-speaking comments about the other party, regardless of if they believe it to be true or not. If a party becomes aware of any such prohibited conduct occurring in the presence of the minor child, that party shall take immediate steps to remove the child from such circumstances.

b. Both parties are hereby mutually restrained from engaging in any conduct that constitutes annoyance, stalking, harassment, harm, or threats toward the other party.

- c. Neither party shall enter the residence of the other without that party's express permission.
- d. Both parties are hereby prohibited from posting, sharing, or permitting the posting or sharing of any photographs, stories, comments, or statements concerning the other party on any social media platform.
- e. Both parties are hereby mutually restrained from permitting any third party to engage in conduct that they themselves are prohibited from under this paragraph. Each party shall use their best efforts to prevent such conduct by third parties.

**34. Former Name.** An order shall enter restoring Demi to her former name, should she so desire.

**35. Identity.** Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

**36. Attorney Fees and Costs.** Each party shall assume and pay his/her own costs and attorney fees incurred in this action.

IT IS SO ORDERED.

\*\* In accordance with the Utah State District Courts E-filing Standard No. 4, and URCP Rule 10(e), this Decree of Divorce does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Decree of Divorce. \*\*

APPROVED AS TO FORM AND CONTENT this 1<sup>st</sup> day of May, 2026.

**HAWKES QUAM, LLC**

*E-signed by BJM on behalf of McKaela  
Dangerfield with permission via email  
On May 1, 2026*

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McKaela Dangerfield  
*Attorneys for Demera Lynn McConkie*

DATED this 11<sup>th</sup> day of May, 2026.

**McCONKIE HALES & JONES**

*E-signed by BJM on May 11, 2026*

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Bryant J. McConkie  
*Attorneys for Peter Merrill McConkie*

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing document was served as indicated below, on this 11<sup>th</sup> day of May, 2026, to the following:

McKaela Dangerfield (19502)  
**HAWKES QUAM, LLC**  
6965 Union Park Center, Suite 450  
Cottonwood Heights, Utah 84047  
[mckaela@hawkesquam.com](mailto:mckaela@hawkesquam.com)

( ) U.S. Mail, Postage Prepaid  
( ) Hand Delivered  
(x) Electronic Filing Notification  
( ) E-mail

/s/ Paige Richardson\_\_\_\_\_