

The Order of the Court is stated below:

Dated: July 09, 2026
11:54:21 AM

/s/ AMANDA MONTAGUE
District Court Judge



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**IN THE THIRD JUDICIAL DISTRICT COURT – STATE OF UTAH
IN AND FOR SALT LAKE COUNTY – SALT LAKE COUNTY DEPARTMENT
[450 S State Street, Salt Lake City, UT 84114]**

IN THE MATTER OF THE MARRIAGE OF: TYREL B. DEAN, And RACHELLE I. DEAN.	DECREE OF DIVORCE Case No.: 254904984 Judge: AMANDA MONTAGUE Commissioner: KIM M LUHN
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The Court, having reviewed the parties' Stipulated Settlement Agreement dated April 19, 2026, and having entered its Findings of Fact and Conclusions of Law, approves and incorporates the Stipulated Settlement Agreement into this Decree by reference as though fully set forth herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

DISSOLUTION OF MARRIAGE AND GROUNDS

1. The parties are hereby awarded a Decree of Divorce due to irreconcilable differences, forever dissolving the bonds of matrimony heretofore existing between them, to become final upon signature and entry.

MINOR CHILDREN AND PARENTAGE

2. The Court adjudges that the parties are the legal parents of two minor children, CD born December 2011; and GD born April 2020.

CUSTODY AND PARENT-TIME

3. The parties shall exercise joint legal custody, and the Respondent shall exercise sole physical custody of CD and GD, with parent-time consistent with Utah statutory guidelines § 81-9-302, unless otherwise agreed or ordered (Holidays per statute or as agreed in writing), and shall comply with the following parenting provisions:

4. **Surrogate Care.** Parental care for the children is preferential to surrogate care and must be considered the first option.

5. **Right of First Refusal.** If either parent is unable to personally care for the children during their designated parent-time for six (6) hours or more, that parent shall offer the other parent the opportunity to care for the children before arranging for alternative care. This provision applies to all scheduled parenting times, including weekdays, weekends, holidays, and vacations.

6. **Childcare Provider.** Parents shall agree on a childcare provider for the children. The provider shall be a licensed childcare provider, a relative, or someone over eighteen (18) who has a significant relationship with the children.

7. **Relocation.** If either parent moves to a location more than one hundred and fifty (150) miles from the other, the parents shall follow all the provisions required by Utah Code § 81-9-209.

8. **Day-to-Day and Emergency Decisions.** Each parent makes day-to-day decisions during their time and shall make emergency decisions affecting the health and safety of the children and share them with the other parents as soon as possible.
9. **Decision Making.** The parents shall share responsibility for making significant decisions about the children. If there is a disagreement, the parents shall resolve the dispute as provided in the Dispute Resolution Section of the Divorce Decree.
10. **Final Decision Making.** Should parents face an insurmountable disagreement on a significant issue, they shall sincerely adhere to the dispute resolution plan unless urgent or emergent circumstances render such effort impractical. The Respondent shall be the final decision-maker during the dispute resolution process.
11. **Communication.** The parents shall communicate directly with each other in writing (email, text, parenting app, etc.) regarding issues concerning the children.
12. **Use of Parenting App.** Either party may require a parenting app to improve and document communication. The parties shall each pay half of the cost of the app.
13. **Civil Communication.** All communication shall be civil in nature. Urgent communications shall be responded to as quickly as possible.
14. **Parent-Child Communication.** The parents shall provide age-appropriate help to the children to communicate with the other parents. The parents are entitled to daily, reasonable, uninterrupted, unmonitored, and uncensored audio, video, or written communication with the children at reasonable hours and for reasonable durations. This shall be based on the children's abilities, interests, schedules, and willingness to participate while the other parent exercises parent-time with the children.

15. Educational Plan. The parties shall ensure the children receive a consistent, high-quality education by supporting regular attendance, participating in school events, and alternating attendance when possible. Both parents shall monitor homework, communicate with teachers, provide necessary materials, and maintain a structured home environment for learning. Both parents shall encourage extracurricular activities and address any need for additional education support to promote the children's academic, social and emotional development.

16. Children Traveling. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others. If the travel will be more than one day away from the parent's home, the parent arranging the travel shall notify the other parent and give the travel schedule, locations, phone numbers, or other contact information at least one day in advance.

17. Time Away from Home. All overnight parent-time visits away from either parent's primary residence shall be communicated to the other parent twenty-four (24) hours before the beginning of the visit and include an itinerary of travel dates, destination(s), contact information, or location where the children or traveling parent can be reached, the name and telephone number of a third person who is knowledgeable about the children's location.

18. Contact Information. Both parents shall keep each other informed of their current residence address, home, work, and cell phone numbers, email addresses, and any other information, including how to be reached in the event of an emergency. If either parent changes their contact information, they must notify the other parent in writing within forty-eight (48) hours.

19. Third-Party Notification. Both parents' contact information shall be listed with all key third parties involved in the children's lives, such as daycare providers, teachers, schools, doctors, and dentists. Both parents shall also be listed as emergency contacts.

20. Access to Information. Both parents shall have access to all children's records, including, but not limited to, school, medical, dental, and psychological records. This Parenting Plan shall constitute a release to allow each parent access to all children's records.

21. Educational and Event Information. Unless each parent has independent access to this information, each parent shall take affirmative steps to share information with the other parent with times and locations of parent-teacher conferences, school programs, church programs, sporting events, recitals, performances, practices, schoolwork, report cards, school pictures, information relating to the schooling, extracurricular activities and other significant events involving the children.

22. Special Events. Each parent shall give special consideration to making the children available to attend family functions, including but not limited to funerals, weddings, family reunions, religious holidays, meaningful ceremonies, and other significant events in the children's or the parent's lives that may inadvertently conflict with the visitation schedule.

23. Parent-Time Exchange Guidelines. Both parties shall ensure the children are mentally and physically prepared for each parent-time exchange by having them packed and ready on time. Both parents are responsible for providing clothing, food, and necessities while the children are in their care and shall encourage a positive transition. Exchanges shall be timely, and both parties are expected to remain polite, cordial, and respectful during pick-up and drop-off. Exchanges may occur at each other's homes, provided civility is maintained, or at school when possible.

24. Curbside Exchanges and School-to-school Exchanges. At the election of either party, exchanges may be school-to-school or curbside. If school is not in session, another public location may be arranged as the parents agree. If the parents cannot agree, exchanges shall be at the closest police station to the children's home.

- 25. Transportation Cost.** The receiving parent shall transport the children to the exchange location and cover all of their expenses associated with delivering the children unless other arrangements are made in writing, except for relocation, under Utah Code § 81-9-209.
- 26. Cooperation.** The parents shall develop a working relationship as co-parents built on respect and cooperation. Both parents shall do their best to listen to each other and try to understand the other's point of view.
- 27. Respectful Conduct.** Both parents are restrained from insulting, harmful, or disparaging remarks about the other party in the presence of minor children, on social media platforms, or in other electronic formats. They shall also proactively restrain third parties from doing so.
- 28. Support in Parenting Roles.** Both parents shall support each other in their respective parenting roles.
- 29. Positive Relationships.** Both parents shall encourage a positive relationship between the children and the other parent and encourage third parents to do the same.
- 30. Respect for Relationship.** The parents shall respect the children's rights to have a meaningful bond with each parent, stepparents, grandparents, and other relatives.
- 31. Prohibited Conduct.** Both parents are prohibited from engaging in or communicating anything that could harm or injure the other parent. This includes, but is not limited to, speaking disparagingly about the other parent in the presence of the children, discussing the issues in this case with the children, trying to influence the children's preferences regarding custody or visitation, attempting to undermine the children's love and affection for the other parent, or harassing, annoying, or disturbing the other parent.
- 32. Third-Party Restraint.** Both parents are prohibited from encouraging or allowing a third party to engage in actions prohibited under this order. Each parent shall try to prevent third

parties from committing such violations and remove the children from any situations where such violations occur.

33. Consideration of Children's Needs. When having overnight guests while the children are in the home, the parents shall consider the children's needs and sensitivity. Prudent behavior shall be exercised when introducing the children to significant others.

34. Physical and Emotional Safety. Both parents agree to always prioritize the physical and emotional safety of the children. Each parent shall ensure that the children are cared for in a safe and supportive environment, free from conditions that may be harmful to their well-being.

35. Safe Storage of Firearms, Weapons, and Hazardous Substances. All firearms, weapons, and hazardous substances shall be kept locked and inaccessible to the children at all times; firearms must be stored unloaded in a locked safe or with a manufacturer-approved trigger/cable lock, with ammunition stored separately in a locked container; other weapons (e.g., knives, tasers, etc.) and hazardous substances (e.g., medications, alcohol, cleaners, pesticides, solvents) must be secured in locked cabinets or containers; keys, combinations, and access codes shall be controlled by adults only and never left where a child could obtain them. These requirements apply in homes, vehicles, and any location where the children may be present. A material breach of this provision may be grounds for enforcement, contempt, or modification of parenting time and for an award of fees and costs.

36. Substance Use. Both parents agree to be mindful of their substance use in relation to the children. If either parent uses marijuana or other substances legally in their state, they shall ensure it does not impact their ability to provide appropriate care for the children. Both parents are encouraged to maintain an environment where the children's well-being is always the top priority.

37. Domestic Violence. Both parents are committed to maintaining a peaceful and respectful environment for the children. In the event that either parent has concerns regarding the children's emotional or physical safety, they shall seek support to address these concerns in a healthy manner ensuring the children are always in a secure and nurturing environment.

38. Parental Communication. The parents shall maintain open and respectful communication about matters affecting the children's safety, health, and well-being. Both parents shall make efforts to share important information related to the children's education, health, and emotional needs. When disagreements arise, both parents shall work collaboratively to resolve them in the best interests of the children.

39. Visitation and Parent-Time Adjustments. The parents agree to be flexible and understanding with each other regarding changes to the parenting schedule, especially in the event of illness or other unforeseen circumstances. Both parents shall work together to maintain a consistent and supportive routine for the children while being considerate of their emotional needs.

40. Family and Community Support. Both parents agree to encourage and support the children's relationships with extended family members and their community. They shall work together to maintain positive connections with grandparents, siblings, and others, ensuring these relationships contribute to the children's emotional well-being.

41. Changing the Parenting Plan. This plan shall remain in effect until modified. Modifications may be effectuated by mutual written agreement or through court action.

42. Good Faith. This plan is made in good faith and is in the children's best interests.

CHILD SUPPORT

43. Child Support Calculation. The parents shall exchange financial information per Utah Rules of Civil Procedure 26.1, which will be used to calculate child support. Child support calculations shall be determined based on the parents' incomes, using the sole physical custody calculator per the Utah Child Support Act and the Utah Child Support Guidelines.

Based upon the parties' financial information and the Utah Child Support Guidelines, as reflected in the Sole Physical Custody Child Support Worksheet, the Court finds that the Petitioner's gross monthly income is \$4,510 and Respondent's gross monthly income is \$1,751, for a combined monthly income of \$6,261. The guideline based combined child support obligation is \$1,325. Petitioner is responsible for 72% of the combined income, and Respondent is responsible for 28%. Under the Utah Child Support Guidelines for Sole Physical Custody, the guideline child support obligation is \$954 per month, payable by Petitioner to Respondent, the parent awarded Sole Physical Custody.

44. Commencement of Child Support Payments. Child support payments shall commence from the month following the date of separation and shall be payable half on the 5th and half on the 20th of each month.

45. Duration of Child Support. Child support shall continue until the month each child turns eighteen (18) or until the month of the child's typical and expected high school graduation date, whichever occurs later, or until the child otherwise meets the provision of Utah Code § 81-6-213.

46. Collection of Child Support. To collect child support, the receiving parent shall be entitled, if they so choose, to mandatory income withholding relief pursuant to Utah Code § Annotated 62A-11-401 et seq., and 62A-11-501 et seq. Said income withholding procedure shall apply to existing and future payors of the non-custodial parent. All withheld income shall be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011, until the paying parent no longer owes child support to the receiving parent. Shall the receiving parent elect this income

withholding procedure, the paying parent shall pay any administrative fee for such service, which shall be paid in addition to the child support amount above.

a. If the receiving parent does not elect to exercise their right to collect child support by mandatory withholding through the Office of Recovery Services, the paying parent shall be entitled to pay the support directly to the receiving parent.

b. The receiving parent shall provide the payer with the necessary payment information as the parents agree. If the parents cannot agree, payments shall be made by money order sent by U.S Mail to the receiving parent.

47. Public Benefits and Child Support. On information, and belief, neither of the parties receive public assistance. The Petitioner does not receive public benefits from a housing subsidy program, the Job Training Partnership Act, Supplemental Security Income, Social Security Disability Insurance, Medicaid, SNAP, General Assistance, or other similar means-tested welfare benefits (Utah Code § 78B-12-203(3)).

48. Notification of Income Changes. Each party is under a mutual obligation to notify the other within ten (10) days of any change in monthly income.

TAX MATTERS

49. Income Withholding and Tax Refunds. The parties shall be entitled to mandatory income withholding relief, pursuant to Utah Code § Ann. 2 62A-11. Any federal and/or state tax refunds or rebates due may be intercepted and applied to arrearages. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the paying parent.

50. Child Tax Credit/Dependency Allocation

a. Petitioner shall claim the older child for dependency and any associated Child Tax Credit.

b. Respondent shall claim the younger child for dependency and any associated Child Tax Credit.

i. The parties may agree in writing to swap for any given year.

ii. One-Child Year (only one qualifies): If only one child qualifies in a given tax year, the parties shall alternate who claims that child even years to Petitioner, Odd years to Respondent, unless they agree otherwise in writing.

iii. Ineligibility/Tie-Breaker: If the designated parent is ineligible under federal law to claim in a given year, the other parent may claim for that year. The parties shall cooperate to avoid double-claiming and comply with IRS tie-breaker rules.

iv. Documentation (Form 8332): Each party shall sign any documents necessary to effectuate this allocation, including IRS Form 8332 (or successor), and exchange required information no later than January 31 following the tax year.

v. Compliance Condition: To claim under this section, the claiming parent must be current by December 31 on (i) court-ordered children's health-care premiums, (ii) agreed or court-ordered extracurricular costs, and (iii) court-ordered daycare/childcare expenses. If the designated parent is not current, the other parent may claim all qualifying child(ren) for that tax year.

- vi. No Double Benefits: Benefits that cannot be split or transferred (e.g., Head of Household, EITC, Child & Dependent Care Credit) may only be claimed by a person who is independently qualified under federal law.

51. Negotiation and Transfer of Child Tax Credit. Either party may negotiate to purchase the other's child tax credit during any tax year in which it may be mutually beneficial to do so. If either party wishes to do so, they shall communicate their request by the first day of March of the year in which the taxes must be filed. Neither party shall unreasonably refuse to transfer their child tax credit so long as the other party is willing to compensate him or her for the full benefit he or she would have received, plus accounting costs and fees.

MEDICAL INSURANCE AND EXPENSES

52. Medical Insurance Coverage. The parent with the best coverage shall maintain and enforce all health insurance for minor children when it is available at a reasonable cost and the insurance coverage is accessible to the children.

- a. If the children are covered by the insurance plans of both parents at any time, the parent whose birthday comes first in the year shall be designated as primary coverage, and the other parent's coverage shall be secondary coverage for the children. Utah Code § 81-6-208.
- b. If a parent remarries and the dependent children are not covered by their insurance but the stepparent's plan, the stepparent's plan shall be treated as if it is the plan of the remarried parent. It shall retain the same primary or secondary insurance designation as described above.
- c. If the Court or an administrative agency must determine which parent shall be ordered to maintain insurance for medical expenses, the court or administrative

agency may consider the reasonableness of the cost, availability of a group insurance policy, coverage of the policy, and preference of the custodial parent.

d. The parent who carries the insurance on the children shall verify coverage to the other parent or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the dependent children, and after initial enrollment on or before January 2 of each calendar year. That parent shall notify the other parent or the Office of Recovery Services under Title VI of the Social Security Act 42 U.S.C. Sec 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

e. Per Utah Code § 81-6-208, parents shall equally share the out-of-pocket costs of the premium paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid for the family. It is 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 of the parents. The insurance premium shall be automatically added to or subtracted from the child support obligation above.

53. Out-of-Pocket Medical Expenses. Each parent shall pay one-half of all reasonable and necessary health, optical hospital, dental, orthodontic, psychological, and other medical expenses of the parents minor children, including, but not limited to out-of-pocket costs actually paid by either parent for the minor children's portion of health, optical, hospital, dental, orthodontic, psychological, and other medical insurance coverage and all reasonable and necessary uninsured health, optical, hospital, dental, orthodontic, psychological, and other medical expenses, including

deductibles and co-payments, incurred for the dependent children and actually paid by either parent.

a. Any parent who incurs health, optical hospital, dental, orthodontic, psychological, and other medical expenses for the parents' minor children shall provide written verification of the costs and payment for the expense to the other parent within thirty (30) days of receiving verification of payment. 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 expense or to recover the other parent's share of the expenses if that parent fails to comply with this provision. Utah Code § 81-6-208.

54. Notice of Medical/Dental Creditors. Pursuant to Utah code, when a court or administrative order has been entered providing for the payment of medical expenses of the minor children, a creditor who has been provided a copy of the order may not claim 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, or report of the debtor's repayment practices or credit history under the 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.

- a.** Each parent shall send a copy of the Decree of Divorce to the creditor for the minor children's medical or dental expenses.
- b.** Notify the creditor of that parent's current address and
- c.** Inform the particular creditor that it may not claim unpaid medical expenses against that parent if that parent has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report or a report of the debtor's repayment practices or credit

history, Credit Information Exchange, regarding 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.

CHILDCARE, ACTIVITIES, AND SCHOOL EXPENSES

55. Childcare Cost. The parents shall be ordered to pay one-half of all reasonable, work-related childcare, daycare, and/or preschool expenses provided by a mutually agreed upon care provider incurred for the minor children as provided in Utah Code § 81-6-209.

56. Extracurricular Activities. The parents shall split the costs of extracurricular activities for the children, which are mutually agreed upon in writing. If both parents do not agree on the activity, the parent who puts the children in the activity pays the full fee and shall be the parent making special accommodation if it, in fact, interferes with the other parent's time.

57. School Expenses. The parents shall equally divide the children's necessary school expenses, including but not limited to, registration, school lunches, and all other fees. The parent who incurs all of the children's costs shall provide written verification of the cost and payment of those expenses to the other parent within thirty (30) days. Once verification is received, that parent must make payment within thirty (30) days.

END OF CUSTODY AND PARENTING PLAN

DISPUTE RESOLUTION

58. Dispute Resolution. If a dispute arises regarding a provision of the Decree, the parents shall first discuss the issue respectfully, considering all parties' needs. If no agreement is reached, they shall consult relevant professionals. If the dispute persists, they shall attend mediation or another agreed-upon resolution method, sharing the costs. If the issue remains unresolved, the parents may seek court intervention, but only after making a good faith attempt to resolve the matter outside of court.

REAL PROPERTY – MARITAL RESIDENCE

59. Real Property. The parties acquired the following Real Property during the marriage:

a. 203 Broken Circle Dr, Evanston, WY 82930

60. Sale of Real Property. The parties are joint owners of the marital residence, which shall be sold. After payment of all mortgages, liens, closing costs, and any other expenses associated with the sale, the net proceeds shall be equally divided between the parties, unless otherwise ordered by the Court or agreed upon in writing by both parties.

61. Use of Real Property. The marital residence may be occupied as the parties mutually agree while the home is being prepared for sale. Neither party shall use the marital residence as their primary residence to ensure that the property can be efficiently and timely prepared for sale.

62. Sale of Home. The home shall be listed for sale with a licensed real-estate agent within ten (10) days of the Order, at a listing price recommended by the agent and consistent with a current appraisal or CMA.

63. Access and Cooperation. Both parties shall sign all documents and reasonably cooperate with showings, inspections, repairs, and closing requirements. Neither party shall unreasonably refuse offers at or above fair market value.

64. Carrying Costs Until Closing. Until closing, the petitioner shall continue paying mortgage, taxes, insurance, HOA dues, and utilities in the same proportions as historically paid, unless otherwise agreed in writing or ordered by the Court.

65. Definition of Net Proceeds. “Net Proceeds” means the gross sale price minus customary seller-paid closing costs, realtor commissions, escrow/title fees, transfer taxes, document fees, agreed inspection-related repairs or credits, and all mortgages/liens of record.

66. Division of Net Proceeds. After the disbursements set forth below, the remaining Net proceeds shall be divided equally between the parties.

67. Order of Disbursement at Closing. The closing/title company is authorized and directed to disburse sale funds in the following order, without further signature requirements:

- a. Pay off all mortgages, HELOCs, and liens of record;
- b. Pay realtor commissions and ordinary seller closing costs;
- c. Pay prorated property taxes, HOA dues, and insurance as required;
- d. Pay court-approved or mutually agreed inspection/repair credits;
- e. Distribute the remaining Net Proceeds, issuing separate checks/wires to each party.

68. Buy-Out Option (If Applicable). In lieu of sale, either party may elect to buy out the other's interest within 45 days of a current appraisal, paying the other party 50% share of the appraised net equity (appraised value minus estimated closing costs and liens). If the buy-out does not close timely, the property shall be listed for sale as above.

69. Sale Preparation Responsibilities and Costs. Petitioner shall be responsible for preparing the Marital Home for sale and shall cover all expenses associated with preparing the home to sell. Preparation may include, as reasonably necessary, cleaning, landscaping, trash removal, minor non-structural repairs, paint touch-ups, staging, pre-listing inspections, and permit/utility reactivation for showings.

70. Financial Responsibilities. The Petitioner shall be responsible for all expenses related to the Real Property until it is sold, including, but not limited to, mortgage payments (principal, interest, and taxes), HOA fees, homeowners insurance, utilities, and other expenses.

71. Rental Income Accounting Distribution.

- a.** Background: Since the Parties' separation on August 15, 2022, Petitioner has rented the Marital Home and collected rental income.
- b. Sharing of Net Rental Profit:** Petitioner shall pay Respondent fifty percent (50%) of the Net Rental Profit for all rental periods from August 15, 2022 through the earlier of (a) closing of the sale, or (b) termination of the rental.
- c. Definition – Net Rental Profit:** "Net Rental Profit" means Gross Rents Collected minus Allowable Rental Expenses Actually Paid during the same rental period.
- d. Gross Rents Collected** includes base rent and any landlord-retained fees collected from the tenant(s).
- e. Allowable Rental Expenses** are limited to: property management fees, routine cleaning/turnover, ordinary and necessary repairs/maintenance, landlord-paid utilities, HOA dues, lawn/snow services, advertising, short-term occupancy taxes (if applicable), and the pro-rata portion of property taxes and homeowner's insurance attributable to the rental period.
- f. Exclusions:** mortgage principal reduction, capital improvements (unless jointly agreed in writing), and any cost to prepare the house for sale (which remain Petitioner's sole obligation under the Sale Preparation clause).
- g. Security Deposit:** The tenant security deposit is not "income." It shall be held, applied, and/or returned according to law and the lease. Any landlord-lawful deductions (e.g., damage beyond ordinary wear) shall be included in Gross Rents only to the extent actually retained after tenant move-out.

h. Payment Cadence; Final True-Up: By the 10th day of each month, Petitioner shall remit to Respondent 50% of Net Rental Profit for the prior month, with a final reconciliation within fifteen (15) days after lease end or property closing, whichever occurs first. Any balance due shall be paid at that time and may be withheld from Petitioner's share of sale proceeds at closing under the Order of Disbursement.

i. Accounting & Records: With each payment, Petitioner shall provide a ledger showing Gross Rents, each Allowable Expense (date, payee, amount, purpose), and the resulting Net Rental Profit. Petitioner shall provide supporting documents (leases, bank statements showing rent receipts, invoices/receipts) within ten (10) days of a written request.

j. Vacancy, Non-Payment, and Damages: Periods of vacancy or tenant non-payment reduce Net Rental Profit accordingly;; Respondent is not responsible for rental losses. Lawful late fees collected count toward Gross Rents. Damage recoveries (insurance or deposit) count only to the extent actually retained by the landlord after required repairs.

k. Setoff; No Double Counting: Items already reimbursed or credited elsewhere in this Order shall not be counted again in this calculation.

PERSONAL PROPERTY, VEHICLES, AND ACCOUNTS

72. Vehicles. During the marriage, the parties acquired certain vehicles. The petitioner shall retain the marital vehicle, along with any associated debt.

73. Personal Property Division. All personal property, along with any associated debt, has been divided between the parties, allowing each party to establish a separate home with the

exception of three guns, that shall be identified through affidavit, and shall be awarded to the Respondent.

74. Sentimental Items. The parties shall make items of sentimental value, such as family pictures, videos, and other family memorabilia, available to each other for copying. The original copies shall be promptly returned to the party currently in possession. The expenses for copying shall be shared equally between the parties.

75. Separate Property. All property rights that shall be vested in either party due to family inheritance, trusts, or similar sources, shall be awarded to the party from whose family it came. Additionally, all property owned before the marriage or acquired after the date of separation shall be deemed the sole and separate property of the receiving party.

RETIREMENT

76. Retirement Assets Division. During the course of the marriage, the parties have accumulated various retirement assets, including pensions, retirement benefits, 401(k)s, IRAs, and deferred compensation plans. These assets accrued during the marriage up to the date of the Decree of Divorce and shall be divided equally, with each party receiving one-half.

a. Withdrawal from Retirement Account (401(k)): During the parties' separation, Petitioner withdrew \$14,513.00 from his 401(k).

b. Entitlement to One-Half: The withdrawal is a marital asset subject to equitable division. Respondent is entitled to one-half of the withdrawal; i.e., \$7,256.50.

c. Credit for Amount Received; Balance Due: Respondent has already received \$3,400.00, leaving a balance due of \$3,856.50 ($\$7,256.50 - \$3,400.00 = \$3,856.50$).

d. Method of Payment/Offset: The \$3,856.50 shall be paid to Respondent within fourteen (14) days of entry of this Order or withheld from Petitioner's share of the sale proceeds at closing under the Order of Disbursement, whichever occurs first.

e. Documentation: Within 10 days, Petitioner shall provide the account statement(s) evidencing the withdrawal (date, amount, and distribution details).

f. Tax/Penalties: Any taxes or early-withdrawal penalties arising from the 401(k) withdrawal shall be the sole responsibility of Petitioner.

77. Military Pension. The parties shall each be awarded fifty percent (50%) of the Petitioner's military pension. Each party hereby waives any and all rights to seek future claims or modifications regarding the division of the military pension beyond the equal division stated herein.

DEBTS AND INDEMNIFICATION

78. Bank/Credit Union Accounts. During the marriage, the parties have acquired an interest in bank/credit union accounts. The parties shall each be awarded the bank/credit union accounts in their name, and any remaining joint accounts shall be closed and divided as the parties agree. If they cannot agree, they shall be divided equally between the parties.

79. Debt Responsibility and Indemnification Provisions. Each party shall assume responsibility for their respective debts and indemnify the other against any liability for these debts. Any unknown joint marital debts incurred during the marriage shall be equally divided between the parties. Debts incurred after the date of separation shall be the sole responsibility of the party incurring them, who shall indemnify the other party against any liability. Any non-marital debts shall remain the sole responsibility of the party who incurred them, with an obligation to indemnify the other party against any related liabilities.

80. Mutual Disclosure. Each party shall confirm that there are no unidentified marital debts to be divided and that they have fully disclosed all known assets and debts to each other.

81. Equal Division of Future Discoveries. Any marital asset or debt discovered after this Decree of settlement agreement shall be equally divided between the parties.

82. Penalty for Concealment or Misrepresentation. If either party is found to have intentionally hidden or failed to disclose a significant asset or debt or misrepresented the balance of a financial account, the concealed asset or misrepresented account shall become the sole property of the other party, and the concealed debt shall become the sole responsibility of the offending party.

83. Notifications to Creditors. Pursuant to Utah Code § 81-3-105, the parties shall notify respective creditors or obligators regarding the division of debts, obligations, or liabilities herein and the parties' separate and current addresses.

MISCELLANEOUS

84. Legal and Equitable Considerations for Alimony. Both parties have the ability to meet their own financial needs; therefore, neither party shall be awarded alimony.

85. Name Change. The Respondent may return to their maiden name, Sprague.

86. Life Insurance. The parties shall review and update the beneficiary provisions of all life insurance and annuity contracts. If no changes are made, the listed beneficiaries shall receive the policy proceeds under the contract's terms.

87. Protection of Personal Information. Each party warrants that they shall not use the other party's likeness, identity, credit, or personal information for any inappropriate or unauthorized purpose.

88. Execution of Documents. Both parties shall be ordered to sign and fully execute the necessary documents to implement the provisions of this divorce decree. Shall a party fail to execute a document within 60 days of the decree's entry, the other party may bring a Motion to Enforce and Request for Sanctions at the expense of the disobedient party and seek the Court's appointment of another person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

1) Further Relief. The Court shall grant such other further relief as it may deem just and appropriate.

FINAL ORDER

IT IS HEREBY ORDERED that this Decree constitutes a final judgment of divorce. All provisions herein are binding and enforceable. The Court retains jurisdiction to enforce and clarify the terms of this Decree.

THE COURT'S SIGNATURE MAY APPEAR AT THE TOP OF THE FIRST PAGE OF THIS DOCUMENT.

APPROVE AS TO FORM BY:

Respondent:

/s/ Rachelle Irene Dean

Rachelle Irene Dean, Pro Se

Dated July 1, 2026

Written authorization to affix electronic signature via email July 1, 2026.

RULE 7(j) NOTICE

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, a true and correct copy of the above **DECREE OF DIVORCE** was served by the means indicated in the Certificate of Service

attached hereto, on June 30, 2026, to the parties indicated therein. Notice of objections to this order must be submitted to counsel within seven days after service. Should no objections to this order be submitted to counsel within seven days after service, this Order should be presented to the Court for entry and signature.

/s/ John D. Seegrist

John D. Seegrist (61035)
Stillwater Family Law, LLC
LPP for Petitioner

CERTIFICATE OF SERVICE

I certify that on July 8, 2026, I served a true and correct copy of the foregoing **DECREE OF DIVORCE** with the Court causing service to be effectuated on the following via method indicated:

Respondent:

Rachelle Irene Dean, Pro Se

Method of Service: E-File

Service Address: rdean0915@gmail.com

/s/ John D. Seegrist

John D. Seegrist (61035)

Stillwater Family Law, LLC

LPP for Petitioner