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

In the Matter of the Marriage of:	DECREE OF DIVORCE
MARYANN DEHAVEN PICKERING, Petitioner,	Case No. 264901194
and	Judge: Teresa Welch
KIMO MCBRIDE PILIALOHA PICKERING, Respondent.	Commissioner: Kim M. Luhn

THE ABOVE-ENTITLED MATTER came before the Court pursuant to the parties' Stipulation ("stipulation" or "agreement") and the Findings of Fact and Conclusions of Law. Jurisdiction of the Court and Grounds were established by the declaration and stipulation filed with the Court. The Court has reviewed the parties' agreement and approves of the same. The Court, now being fully advised in the premises, having entered its Findings of Fact and Conclusions of Law and for good cause showing, makes its order as follows:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

2. Decree of Divorce

2.1. The parties shall be divorced on the grounds of irreconcilable differences.

2.2. Any fault-based allegations, including but not limited to allegations of habitual drunkenness or cruel treatment, are resolved by the parties Agreement and need not be adjudicated by the Court.

2.3. Neither party admits fault or wrongdoing by entering into the filed Agreement.

2.4. The Court shall enter a Decree of Divorce incorporating the terms of the Agreement.

2.5. The filed Agreement shall survive entry of the Decree of Divorce and shall be enforceable as both a contract and an order of the Court, except where merger is required by law.

3. No Minor Children

3.1. The parties confirm that there are no minor children born or adopted as issue of the marriage, and none are expected.

3.2. No custody, parent-time, child support, child medical insurance, child medical expense, child-care, school expense, or child tax exemption orders are necessary.

4. Alimony

4.1. The parties' settlement is not structured as an alimony-focused resolution.

4.2. In consideration of the complete settlement of all issues in the Agreement, including the disposition of the marital residence, payment of marital debts, division of equity, division or waiver of accounts and retirement interests, allocation of vehicles, personal property, taxes, and enforcement provisions, each party permanently waives alimony from the other.

4.3. Neither party shall pay alimony to the other.

4.4. The alimony waiver is intended to be final, permanent, and nonmodifiable to the fullest extent permitted by Utah law.

4.5. Each party acknowledges that the alimony waiver is a material term of the Agreement and is made in reliance on the entire settlement package.

4.6. Neither party may later seek alimony based on circumstances existing before entry of the Decree of Divorce.

5. Marital Residence

5.1. The parties own or have a marital interest in the real property commonly known as 5953 West Silver Saddle Way, Herriman, Utah 84096 (the "Marital Residence").

5.2. The Marital Residence is the parties' principal marital asset.

5.4. The parties acknowledge that the purpose of this provision is to create a clean, enforceable, and financially realistic divorce by using the Marital Residence to: (a) pay all secured debt against the Marital Residence; (b) pay all marital unsecured debt to the extent possible; and (c) divide any remaining net equity equitably.

6. Estimated Value and Existing Secured Debt

6.1. The Marital Residence is encumbered by a Wells Fargo first mortgage and a Golden West Credit Union home-equity obligation or HELOC.

6.2. For settlement purposes only, the parties acknowledge that the Wells Fargo first mortgage has recently been disclosed at approximately \$175,000.00, subject to final payoff.

- 6.3. For settlement purposes only, the parties acknowledge that the Goldenwest Credit Union HELOC has recently been disclosed at approximately \$100,000.00, subject to final payoff.
- 6.4. The parties agree that all mortgage, HELOC, lien, tax, title, escrow, payoff, closing, and other figures shall be updated and verified before any refinance closing or sale closing.
- 6.5. No party shall rely on stale debt figures for final payoff purposes.

7. Sale of the Marital Home

- 7.1. Within ten days of the signing of the Stipulation, the parties shall sign all documents necessary to list the Marital Residence for sale.
- 7.2. Maryann shall select a licensed Utah real estate agent experienced in the Herriman/Southwest Salt Lake County residential market, provided the realtor is licensed, experienced in the area, unrelated to either party, and not employed by either party.
- 7.3. The listing price shall be the realtor's recommended market listing price after reviewing comparable sales, market conditions, condition of the property, and the parties' need for a timely sale.
- 7.4. If the Marital Residence does not go under contract within thirty days after listing, the listing price shall be reduced in accordance with the realtor's written recommendation.
- 7.5. Additional price reductions shall occur every thirty days thereafter in accordance with the realtor's written recommendation unless the parties agree otherwise in writing.

- 7.6. If after the purchase price has been reduced twice, the parties shall accept any bona fide offer within three percent of the then-current list price unless both parties agree in writing to reject the offer or the realtor states in writing that rejection is commercially reasonable.
- 7.7. Neither party shall unreasonably reject, delay, interfere with, or fail to respond to any offer, counteroffer, inspection request, appraisal request, title request, buyer due-diligence request, repair request, or closing requirement.
- 7.8. If either party fails to timely respond to a proposed offer or counteroffer within the deadline requested by the realtor or title company, that failure may be treated as unreasonable noncooperation for purposes of enforcement.

8. Occupancy Pending Sale

- 8.1. Kimo shall vacate the marital residence within thirty days of the signing of the Stipulation.
- 8.2. While neither party occupies the Marital Residence, the parties shall equally and timely pay all ordinary occupancy expenses, including monthly Wells Fargo mortgage payments, monthly Goldenwest Credit Union HELOC payments, utilities, homeowner's insurance, ordinary maintenance, yard care, snow removal if applicable, HOA assessments if any, and other ordinary expenses necessary to preserve and maintain the property.
- 8.3. The parties shall maintain the Marital Residence in clean, safe, insured, maintained, and showable condition.
- 8.4. The parties shall cooperate with photographs, lockbox installation, signage, showings, open houses, inspections, appraisals, walk-throughs, repairs reasonably required by sale, title

work, escrow requirements, and closing. The parties shall be equally responsible for all agreed upon repairs reasonably required by sale.

8.5. The parties shall not remove fixtures, damage the property, impair landscaping, cancel insurance, allow waste, remove built-in items, disable smart-home or utility systems, or take any action that diminishes sale value.

8.6. Neither party shall encumber the Marital Residence without the other party's written consent or Court order.

9. Distribution of Sale Proceeds

9.1. Upon sale of the Marital Residence, the sale proceeds shall be distributed in the following order unless the parties agree otherwise in writing or the title company requires a different technical sequence to accomplish the same result: (a) ordinary closing costs, title fees, escrow fees, recording fees, real estate commissions, tax proration, transaction costs, and other expenses necessary to close; (b) payoff of the Wells Fargo mortgage; (c) payoff of the Goldenwest Credit Union HELOC; (d) payoff of all marital unsecured debts using payoff balances as of the date of separation, any increase in the balance of an unsecured debt after the date of separation shall be the sole responsibility of the party who incurred or caused the increase. If the current payoff balance of a debt is less than the payoff balance as of the date of separation, the current payoff balance shall be used (e) payment of any agreed credits, reimbursements, offsets, or escrowed obligations; and (f) equal division of remaining net proceeds between the parties.

9.2. The title company or closing agent shall pay creditors directly whenever possible.

9.3. If any creditor cannot be paid directly through closing, sufficient funds shall be held in escrow to ensure payment, or the funds shall be distributed subject to verified written payoff obligations and proof of payment.

9.4. The parties shall cooperate in providing account numbers, payoff authorizations, creditor statements, online payoff information, signed authorizations, and other documents necessary to verify and complete debt payoffs.

9.5. Neither party shall withdraw, redirect, conceal, or refuse to disclose information necessary to pay marital debts through the refinance or sale process.

10. Marital Unsecured Debts

10.1. For mediation and settlement purposes, the parties acknowledge a working unsecured marital debt figure of \$266,611.07.

10.2. The parties acknowledge that the amounts for the marital unsecured debts set forth in the Stipulation shall be the maximum amounts paid from the sale proceeds. If the actual payoff balance of any debt at closing is less than the amount set forth in the Stipulation, only the lower payoff amount shall be paid. Any balance increase resulting from purchase or payment incurred by a party after the date of separation, March 5, 2026, shall be the responsibility of the party incurring the purchase or payment. Any balance in excess of the amount set forth in the Stipulation arising due to interest, late fees, will be considered a marital obligation and paid with the proceeds of the sale.

10.3. The marital unsecured debts include, but may not be limited to, the accounts listed in Exhibit A and any, interest, fees, or payoff amounts associated with them.

- 10.4. All debts incurred during the marriage and existing as of the parties' separation shall be treated as marital debts unless a party proves the debt was separate, post-separation, fraudulent, unauthorized, or otherwise inequitable to include.
- 10.5. Any debt incurred by either party after separation shall be the separate responsibility of the party who incurred it, unless both parties agreed in writing that the debt would be treated as marital.
- 10.6. Any debt incurred after entry of the Decree of Divorce shall be the separate responsibility of the party incurring it.
- 10.7. While none of the accounts are jointly held, following the payoff of the marital unsecured debts from the proceeds of the sale of the marital residence, each party shall be solely responsible for any remaining balance, future charges, or obligations associated with the accounts identified in Exhibit A for which that party is listed as the account holder. Each party shall indemnify, defend, and hold the other harmless from any debt or liability assigned to or incurred by that party.
- Within thirty (30) days after the marital unsecured debts have been paid from the sale proceeds, each party shall remove the other party's name from any account for which that party is the account holder, if applicable, or otherwise take all reasonable steps necessary to release the other party from any further liability on the account.
- 10.8. The parties shall cooperate in notifying creditors or obligees, where appropriate, of the division, payment, or payoff of debts and of the parties' separate addresses.

10.9. Because creditors may not be bound by the parties' private debt allocation, the parties agree that direct payoff through refinance, escrow, sale, or verified payment is materially preferable to merely assigning debts between the parties.

11. Bank Accounts, Investment Accounts, and Cash Accounts

11.1. Each party shall retain any checking, savings, credit union, Venmo, PayPal, online payment, brokerage, investment, or cash account held solely in that party's name, except as otherwise specifically provided in the Agreement.

11.2. Any joint bank accounts shall be closed or divided by written agreement within thirty days after entry of the Decree of Divorce.

11.3. Unless otherwise agreed in writing, funds in any joint bank or cash account existing as of the date of mediation or entry of decree shall be divided equally after payment of any account-specific fees or pending charges.

11.4. Neither party shall withdraw more than his or her one-half share from any joint account except by written agreement or Court order.

11.5. Each party shall cooperate in signing bank documents necessary to close joint accounts or remove the other party from joint accounts.

11.6. Each party shall be responsible for any overdraft, fee, penalty, or negative balance caused by that party after separation.

11.7. Any Merrill Edge, Fidelity, brokerage, investment, stock, bond, mutual fund, cryptocurrency, or similar non-retirement account shall be disclosed, valued as of the date

agreed by the parties, and either divided equally as to the marital portion, offset against another asset or debt allocation, or retained by the titled party if expressly waived by the other party in the final decree.

11.8. Unless otherwise agreed in writing, marital portions of non-retirement investment accounts shall be divided equally.

12. Retirement Assets

12.1. The parties acquired or maintained retirement assets during the marriage.

12.2. MaryAnn has disclosed retirement assets, including URS-related benefits or accounts and other retirement accounts.

12.3. Kimo has disclosed retirement assets, including Fidelity/InEight 401(k) plan assets and Merrill Edge accounts.

12.4. The parties shall resolve retirement by Mutual Retention and Waiver. Each party shall retain all retirement accounts, pensions, 401(k)s, IRAs, deferred compensation, URS benefits, and similar retirement assets held in his or her own name, free and clear of any claim by the other party. No QDRO or DRO shall be required. Each party waives any claim to the other party's retirement benefits.

12.5. MaryAnn's Arizona retirement benefit, if any, shall be confirmed to MaryAnn as her separate property if Kimo's waiver is maintained as part of the overall settlement.

12.6. Each party shall be responsible for any loans, taxes, penalties, liabilities, or obligations associated with retirement accounts awarded to that party.

12.7. Inasmuch as the parties have agreed to each take their own retirement, no QDRO is needed.

13. Vehicles

13.1. MaryAnn shall be awarded the 2015 Lexus GX as her sole and separate property, subject to any debt associated with that vehicle unless otherwise paid through the Agreement.

MaryAnn shall also be awarded the inoperable 2018 Hyundai Santa Fe and any debt associated with that vehicle.

13.2. Kimo shall be awarded the 2016 Jeep Grand Cherokee as his sole and separate property, subject to any debt associated with that vehicle unless otherwise paid through the Agreement.

13.3. Each party shall execute all title, registration, payoff, transfer, and release documents necessary to carry out the vehicle provisions of the Agreement.

13.4. Each party shall indemnify and hold the other harmless from all debts, insurance, registration, taxes, tickets, tolls, accidents, repairs, maintenance, and liabilities associated with vehicles awarded to that party after the effective date of the Agreement.

13.5. Each party shall maintain insurance on any vehicle in that party's possession until title and responsibility are fully transferred.

14. Personal Property

14.1. Each party shall retain all clothing, jewelry, personal effects, toiletries, personal electronics, and personal belongings currently in that party's possession, except as otherwise specifically provided.

14.2. MaryAnn shall be awarded all the dogs.

14.3. Unless otherwise agreed in writing, Kimo shall be awarded all computer servers, computers, routers, computer printers, similar equipment, Sleep Number bed and frame, loveseat, lawn mowers and related equipment, Dewalt and Husky air compressor, power washer, mini ATV, offset and pellet smokers, smart-home equipment, routers and switches, dahlias, garage tools, 77-inch LG OLED TV, TV stand, Sonos sound bar and speakers system, Blu-ray player, VSeeBox, HDMI, ethernet, and USB cables, MOA components, and network switch used for TV, all kitchen utensils, pots and pans, group cups and glasses, Zojirushi coffee maker, Zojirushi rice cooker, and other miscellaneous kitchen items and firearms, ammunition, cases, and related items, if any, subject to lawful possession, safe transfer, and any applicable court orders or legal restrictions. Maryann shall be awarded the Oneida silverware, the Williams Sonoma dishes, Dyson hairdryer, buffet table, bar table and hope chest, two Shark vacuums, Ninja airfryer, Kitchen-aid mixer, Insta Pot, Breville toaster oven, GE refrigerator (garage).

14.4. Each party shall retain all other personal property currently in that party's possession unless the parties agree in writing to a different exchange.

14.5. Within seven days after entry of the Decree of Divorce, each party may provide the other with a written list of any remaining specific personal property items requested from the other party's possession.

14.6. Any item not timely requested shall be deemed waived unless the parties agree otherwise in writing.

- 14.7. The parties shall complete any remaining personal property exchange within thirty days after entry of the Decree of Divorce or within thirty days after Kimo vacates the Marital Residence, whichever occurs later.
- 14.8. Upon Kimo relocating from the marital home, Maryann will be able to go to the marital home to retrieve any of her personal items. Should any items remain that are not included in the personal property requests are not necessary for the sale of the home, Maryann will sell any remaining items and divide the cost of such with Kimo.
- 14.9. If reasonably necessary, either party may request a civil standby for any property exchange.
- 14.10. Neither party shall damage, destroy, conceal, sell, transfer, dispose of, or intentionally devalue personal property awarded or reasonably claimed by the other party.
- 14.11. When Maryann returns to the marital residence to retrieve her personal property, she shall place all firearms she previously removed from the residence in the garage for Kimo to retrieve. Kimo shall retrieve the firearms within a reasonable time after Maryann has completed retrieving her personal property.

15. Business Interests

- 15.1. Except as otherwise provided in the Agreement, the parties represent that they did not acquire an interest in any business entity during the marriage that requires division in this divorce.
- 15.2. Each party shall retain any business interest held solely in that party's name unless the other party identifies and proves a marital interest not presently known or disclosed.

15.3 The parties acknowledge that they previously owned an LLC known as Axxie.io, which has since been dissolved. Kimo shall have the exclusive option to reinstate or otherwise reopen Axxie.io, if permitted by law, and shall be awarded all right, title, and interest in the entity. If Kimo elects to reinstate or reopen Axxie.io, Maryann shall have no ownership interest in the entity and shall execute any documents reasonably necessary to effectuate Kimo's sole ownership. This award shall include the domain name Axxie.io.

16. Taxes

16.1. Each party shall be responsible for his or her own post-decree taxes, penalties, interest, liabilities, and filings.

16.2. Any joint tax liability arising from jointly filed returns during the marriage shall be shared equally unless the liability resulted from one party's separate income, nondisclosure, misrepresentation, improper filing position, fraud, or post-separation conduct.

16.3. Any tax refund attributable to a jointly filed return shall be divided equally after payment of any joint tax preparation costs, tax liabilities, or agreed offsets.

16.4. The parties shall cooperate in signing documents reasonably necessary to finalize prior joint tax filings, respond to tax notices, obtain transcripts, or resolve joint tax issues.

16.5. Neither party shall file an amended joint return without the written consent of the other party.

16.6. Each party shall indemnify and hold the other harmless from tax liabilities arising from that party's separate income, separate deductions, separate misrepresentations, or post-separation conduct.

17. Insurance

17.1. Until refinance, sale, transfer, or payoff is completed, the parties shall maintain existing insurance coverage on the Marital Residence, vehicles, and other insured marital property.

17.2. Neither party shall cancel, reduce, impair, or fail to pay insurance coverage on marital property in that party's possession or control.

17.3. After entry of the Decree of Divorce, each party shall be responsible for his or her own health insurance, life insurance, disability insurance, auto insurance, renter's insurance, homeowner's insurance, and other personal insurance unless otherwise agreed in writing.

17.4. Each party shall timely cooperate in removing the other party from insurance policies where appropriate after the relevant asset or obligation is transferred, refinanced, sold, or divided.

18. Preservation of Assets and No New Debt

18.1. Pending completion of all refinance, sale, transfer, payoff, and division provisions, the parties shall not conceal, transfer, encumber, waste, damage, dispose of, or materially reduce the value of marital assets except in the ordinary course of life, by written agreement, or by Court order.

18.2. Neither party shall incur new debt in the name of the other party.

18.3. Neither party shall use the other party's name, identifying information, credit, account access, login credentials, signature, likeness, or authority to obtain credit, services, accounts, loans, utilities, or obligations.

18.4. Neither party shall make unauthorized charges on any account for which the other party is or may be liable.

18.5. Any violation of this section shall be enforceable by motion, contempt remedies where available, attorney fees, costs, reimbursement, indemnification, and any other relief permitted by law.

19. Name Restoration

19.1. MaryAnn may restore her name to Maryann Jonathan DeHaven, Maryann DeHaven, or such other former legal name as the Court permits, if she so chooses.

19.2. Kimo shall cooperate in the name-restoration provision if any additional signature or documentation is reasonably required.

19.3. If MaryAnn does not elect name restoration in the Decree of Divorce, she does not waive any later right to seek a lawful name change.

20. Mutual Restraining Order and Non-Harassment

20.1. Each party shall be permanently restrained from bothering, harassing, annoying, threatening, stalking, intimidating, assaulting, abusing, or harming the other party.

20.2. Each party shall communicate with the other only as reasonably necessary to implement the Agreement, exchange documents, complete refinance or sale obligations, exchange property, resolve tax issues, or address other post-decree implementation matters.

20.3. Communications shall be civil, businesslike, and limited to necessary topics.

20.4. Neither party shall disparage the other in communications with creditors, realtors, lenders, title companies, employers, family members, or third parties in a manner intended to interfere with implementation of the Agreement.

20.5. This provision is not intended to prevent either party from communicating with counsel, law enforcement, courts, medical providers, financial professionals, tax professionals, realtors, lenders, title companies, or other persons reasonably necessary to protect that party's rights or implement the Agreement.

20.6 Neither party shall disparage the other in communications with the parties' adult children or in the presence of the parties' adult children. The parties shall also refrain from disparaging one another to others when the adult children are present, with the intent of protecting each party's relationship with the adult children.

21. Domestic Relations Injunction

21.1. The parties shall comply with the Domestic Relations Injunction and any other applicable orders until entry of the Decree of Divorce or further order of the Court.

21.2. After entry of the Decree of Divorce, the parties shall comply with the final Decree and the Agreement.

22. Duty to Sign Documents and Cooperate

22.1. Each party shall execute and deliver all documents reasonably necessary to implement the Agreement.

22.2. Unless a shorter deadline is required by a lender, realtor, title company, escrow officer, creditor, closing deadline, refinance deadline, sale deadline, or Court order, each party shall sign required documents within three business days after presentation.

22.3. Required documents may include, but are not limited to, listing agreements, purchase contracts, counteroffers, seller disclosures, escrow instructions, closing statements, deeds, title affidavits, payoff authorizations, creditor authorizations, vehicle title documents, bank forms, retirement forms, QDRO or DRO documents if required, tax documents, insurance documents, releases, and any other document reasonably necessary to implement the Decree.

22.4. A party shall not refuse to sign a document merely because the party disagrees with a term already resolved by the Agreement.

22.5. A party may object in writing if a proposed document materially deviates from the Agreement, but the objection must identify the specific deviation and proposed correction.

24. Rule 70 and Self-Executing Enforcement

24.1. If either party refuses or fails to sign documents necessary to refinance, list, sell, transfer, pay debt, close, divide accounts, divide retirement, transfer title, or otherwise implement the Agreement, the Court may appoint the Clerk of Court, a special master, the realtor, an

escrow officer, or another appropriate person to sign the document on behalf of the non-complying party pursuant to Rule 70 of the Utah Rules of Civil Procedure or other applicable authority.

24.2. Any document signed under such authority shall have the same force and effect as if signed by the non-complying party.

24.3. The parties agree that time is of the essence for all refinance, sale, payoff, closing, vacate, signature, and cooperation obligations.

24.4. If a party's noncompliance threatens a refinance, listing, appraisal, inspection, offer, closing, payoff, title transfer, or sale deadline, the other party may seek enforcement on shortened time to the extent permitted by law.

24.5. The Court shall retain jurisdiction to enter orders necessary to implement and enforce this Decree.

25. Attorney Fees and Costs

25.1. Each party shall be responsible for his or her own attorney fees and costs incurred through mediation and execution of this Decree unless otherwise agreed in writing.

25.2. The Court shall retain jurisdiction to award attorney fees and costs incurred in enforcement.

25.3. The substantially prevailing party in any post-decree enforcement proceeding may be awarded reasonable attorney fees and costs, subject to the Court's discretion and applicable law.

25.4. A party whose unreasonable refusal, delay, nondisclosure, noncooperation, or breach causes the other party to incur fees or costs may be ordered to reimburse those fees and costs.

26. Disclosures and Updated Payoffs

26.1. The parties shall exchange updated account statements, mortgage statements, HELOC statements, credit card statements, vehicle loan statements, retirement statements, bank statements, investment statements, and payoff information reasonably necessary to implement the Agreement.

26.2. Updated payoff information shall be current as of the expected refinance or sale closing date whenever reasonably possible.

26.3. Each party shall promptly disclose any known debt, lien, claim, encumbrance, account, asset, or obligation not previously disclosed that may affect the Agreement.

26.4. Failure to disclose a material asset or debt may be grounds for enforcement, reallocation, indemnification, attorney fees, or other relief permitted by law.

27. Indemnification and Hold Harmless

27.1. When this Decree assigns an obligation to a party, that party shall indemnify and hold the other party harmless from that obligation.

27.2. Indemnification includes principal, interest, penalties, fees, collection costs, attorney fees, damage to credit, and other losses resulting from nonpayment or breach.

27.3. If a creditor pursues one party for a debt assigned to the other party, the responsible party shall immediately take all reasonable steps to satisfy, refinance, release, defend, or otherwise resolve the claim.

27.4. If the nonresponsible party pays any portion of an obligation assigned to the responsible party, the responsible party shall reimburse the nonresponsible party within ten days after written proof of payment.

28. Full Settlement of Claims

28.1. The Agreement resolves all claims between the parties arising from the marriage and divorce action, including claims for property division, debt allocation, alimony, accounts, retirement, vehicles, personal property, taxes, real property, enforcement, and attorney fees, except as expressly reserved.

28.2. Any claim not expressly preserved in the Agreement is waived.

28.3. The Agreement does not waive enforcement of the Decree of Divorce or enforcement of the Agreement.

28.4. The Agreement does not waive claims arising from a party's breach, fraud, nondisclosure, post-decree debt, post-decree misconduct, or violation of Court order.

29. No Admission of Liability

29.1. The Agreement is a compromise settlement.

29.2. Neither party admits wrongdoing, fault, liability, dissipation, waste, cruelty, habitual drunkenness, or any disputed allegation by signing the Agreement.

29.3. The parties agree that the Decree may be entered on irreconcilable differences without adjudicating fault.

30. Governing Law

30.1. This Decree shall be governed by Utah law.

30.2. Any reference to Utah statute or rule shall mean the statute or rule in effect at the time the Court applies or enforces the provision, unless the context requires otherwise.

31. Severability

31.1. If any provision of this Decree is found invalid, unenforceable, or illegal, the remaining provisions shall remain valid and enforceable.

31.2. The Court may modify or sever an invalid provision to the minimum extent necessary to preserve the intent of the parties and enforce the remainder of the Decree.

32. Integration and Modification

32.1. The Agreement contains the full agreement of the parties.

32.2. There are no promises, representations, or agreements outside the written Agreement except those expressly incorporated into the final Decree of Divorce.

32.3. Any modification must be in writing, signed by both parties, and approved by the Court if Court approval is required.

33. Voluntary Execution

33.1. Each party acknowledges that he or she has read the Agreement, understands it, and enters into it voluntarily.

33.2. Each party acknowledges that he or she had the opportunity to consult with counsel before signing.

33.3. Each party believes the Agreement is fair and equitable under the circumstances.

33.4. Each party requests that the Court approve the Agreement and incorporate it into the Decree of Divorce.

—END OF DOCUMENT—

In accordance with the Utah State District Court E-Filing Standard No. 4, and URCP 10€, this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper margin of the first page of the order once signed.

APPROVED AS TO FORM AND CONTENT:

/s/ Stephen Spencer
Stephen Spencer
Attorney for Petitioner
signed with permission on August 6, 2026

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of July 2026, I delivered a true and correct copy of the foregoing proposed **DECREE OF DIVORCE** to the following:

Stephen Spencer Attorney for Petitioner	First Class U.S. Mail, Postage Prepaid Facsimile Transmission Personal Delivery
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	E-Filing E-Mail
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/s/ Brooke Montgomery
BROOKE MONTGOMERY

Paralegal for McKaela Dangerfield