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Attorney-Mediator for the Parties

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
<i>In the Matter of the Marriage of</i> CANDACE LEIGH PENROD, Petitioner and MARK LORIN PENROD, Respondent	DECREE OF DIVORCE Civil No. 254904085 Judge Derek Williams Commissioner Joanna Sagers

This Court having reviewed the parties' Stipulation and Settlement Agreement, and having heretofore entered its Findings of Fact and Conclusions of Law, and for good cause appearing, now therefore:

IT IS HEREBY ORDERED, as follows:

PROPERTY AND ASSETS

1. **Marital Home.** The parties own a home at 354 East Bridlewalk Lane, Murray, Utah, 84107. The parties agree that Mark should be awarded the home, receive all equity therein, and be solely responsible for the mortgage, utilities, property taxes, home owners insurance, and any other expenses related to the house. Mark should refinance the home into his own name or else assume the loan per the terms below.

- a. Refinance. Mark should endeavor to refinance the home into his own name, or else assume the current loan, within 6 months of the entry of the Decree of Divorce. However, he should have up to 12 months, if necessary, to complete the refinance or loan assumption.
- b. Missed Payments. In the event that Mark misses a mortgage payment, Candace may cover the payment in order to protect her credit. In that event, Mark should reimburse Candace as soon as he completes the refinance.
- c. Title. When Mark completes the refinance, Candace should sign a quitclaim deed conveying title to Mark.
- d. Home Sale. In the event that Mark misses two or more mortgage payments within the 12 month timeframe, Candace may demand that the home be immediately listed for sale. The parties should agree on a realtor and defer to their advice regarding listing price and necessary repairs. The parties should mutually agree on any offers received before accepting. However,

if an offer comes in that is reasonably close to the listing price, or if the realtor advises that the offer is reasonable, the parties should accept that offer. In this event, the proceeds should be used to retire the remaining mortgage, pay the realtor fees and closing costs, and reimburse Candace for any house payments she has made during the 12 month period described herein. Any remaining proceeds should be awarded to Mark.

- e. Land Parcel. The parties own a 0.01 acre parcel of land in Murray, Utah, number 22-18-401-028-0000. The parcel should be awarded to Mark.
- f. Mortgage Tax Benefit. The parties will contact their tax advisor Cammy Jensen to determine the most beneficial way to equally divide the tax benefit associated with their mortgage.

- 2. **Vehicles.** Mark should be awarded the Saturn Vue, which is paid off. Candace should be awarded the Toyota Highlander, which is paid off. Each party releases any claim to the vehicle they are not awarded. Each party will cooperate in transferring titles as necessary.
- 3. **Retirement Accounts.** Each party has 401k retirement accounts in their own names. Each party should be awarded their own accounts, and Candace should transfer \$30,000 from her account to Mark's. The parties will equally share the cost of preparing a Qualified Domestic Relations Order (QDRO) to execute the transfer. They should use Rori Hendrix or another agreed upon professional to prepare the QDRO and equally share the cost.

4. **Pension Plan.** Candace has a pension plan with Utah Retirement Systems.

Candace should be awarded her pension outright. Mark releases any claim of interest in the plan.
5. **Cash & Savings Accounts.** The parties have various checking and savings accounts in their own names. Each party should keep the account(s) in their own names. The parties have one joint account with Mountain America Credit Union. The parties should close the account and Candace should be awarded any funds in it.
6. **Debts.** With the exception of the mortgage described above, the parties have no shared marital debts. Each party should keep any debts in their own names and be solely responsible for the same. Each party should hold the other harmless from any such debts.
7. **Personal Property.** Each party should keep all of the items they currently have in their possession, except that Mark should preserve Candace's office chair and white bookshelf for 3 months until Candace can decide if she would like to collect them. Mark should be awarded the piano.
8. **Deeds and Titles.** Both parties should sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary to implement the Decree of Divorce.
9. **Alimony.** Neither party should pay alimony. Any claims to alimony are waived both now and in the future by the signing of this agreement.

OTHER

10. **Maiden Name.** Candace should have the option of restoring her maiden name to Candace Leigh Pixton, should she so desire.
11. **Dispute Resolution.** If the parties have any future disagreement pertaining to the implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.
12. **Independent Advice of Counsel.** The parties respectively acknowledge that the mediator specifically encouraged the parties to get independent legal advice by counsel of their own selection to be fully informed as to their legal rights and obligations. The parties acknowledge that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.
13. **Preparation of Final Documents.** The parties agree that final documents may be prepared and filed consistent with the terms of this agreement. Per Utah Code of Judicial Administration 3-2.4(c), the parties agree that mediator Robert Jepson may prepare and file said documents with the Utah Courts as the Attorney-Mediator for the parties.
14. **Drafting.** Both parties contributed to the drafting of this Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The

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

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

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

END OF ORDER

– Signature of Judge Appears at Top of First Page –

APPROVED AS TO FORM AND CONTENT:

/s/Candace Leigh Penrod

CANDACE LEIGH PENROD,

Petitioner

*Signed by Robert M. Jepson with
written permission obtained on 8/13/2026*

/s/Mark Lorin Penrod

MARK LORIN PENROD,

Respondent

*Signed by Robert M. Jepson with
written permission obtained on 8/13/2026*