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

HEATHER G. ASHTON,
Petitioner

V.

MARK J. ASHTON,
Respondent.

DECREE OF DIVORCE

Judge PETTIT
Commissioner BLOMQUIST
Case No. 254905957

This matter comes before the court on Respondent's motion for entry.

Respondent being represented by counsel, Braden D. Ellis, and Petitioner being represented by counsel, M. Tyler Olsen, and stipulate and agree as follows.

Respondent acknowledges receipt of the Petition for Divorce, accepts service thereof, agrees to submitting himself to the jurisdiction of this court, and agrees to the entry of a decree of divorce upon the terms set forth herein. Having accepted the Stipulation and Settlement agreement entered into on September 24th, 2026, and entered Findings of Fact and Conclusions of Law, the court now enters as follows:

1. The parties attended mediation on March 17th, 2026, with Stephen Clark as the mediator. The parties did not reach an agreement at mediation, but have since reached a global settlement of the issues in this case as outlined below.

2. The parties hereto are currently married, having been legally March 30, 2018 in the State of Utah.

3. For more than three months immediately prior to the filing of this action, the Petitioner has resided in Salt Lake County, Utah.

4. During the course of the marriage, the parties have experienced irreconcilable differences which prevent the continuation of the marriage.

5. The parties agree that neither party shall now or hereafter be awarded alimony.

6. The parties own real estate located at 10052 S. Remembrance Lane, South Jordan, Utah. The home shall be awarded to Heather subject to Mark's agreed upon equity of \$195,000.00. Heather shall pay Mark this \$195,000 within seven (7) days of the entry of the Decree of Divorce in this matter. Heather shall ensure that Mark's name is removed from the mortgage no later than December 1st, 2026, or within 60 days of the entry of the Decree of Divorce in this matter, whichever is later. If Mark's name has not been removed from the Mortgage by December 1st, 2026, the home shall be listed for sale immediately. As long as Mark has received the \$195,000 payment by October 15th, 2026, all proceeds from the sale of the home shall be awarded to Heather. Upon the payment of the home equity and removing Mark's name from the mortgage, Mark shall waive any and all claim to the home, and shall execute a quit claim deed relinquishing his ownership interest in the home. Heather shall hold Mark harmless on any debts and/or obligations thereon.

7. As part of this global settlement, and in connection with the home equity award listed above, each party shall be awarded the retirement accounts in his or her respective name, free of any claim from the other party. The URS Survival Benefit shall be terminated and Mark will have no benefit of it now or in the future. The URS Benefit will return back to Option #1 to ensure the full retirement pension to Heather.

8. The parties invested in OpenTeams holdings, Inc.. Mark provided twenty-five percent (25%) of the investment and Heather provided seventy-five percent (75%) of the investment. Mark shall contact OpenTeams to obtain any necessary paperwork to divide the investment. Heather shall sign any necessary documents to have Mark's twenty-five percent (25%) of the investment, and associated growth, loss, and fees, in OpenTeams Holdings, Inc.. This division shall be signed by both parties no later than October 17th, 2026

9. All tangible personal property shall be divided as it currently divided, or as the parties agree.

10. All remaining accounts shall be awarded to the party who's name is on the account currently.

11. Mark shall be solely responsible for the America First Credit Union Visa, ending in 1353, and shall hold Heather harmless thereon.

12. Any remaining debt of the marriage should be repaid by the party who incurred the debt. Each party should hold the other harmless with respect to the debts they are to repay.

13. As authorized by Utah Code Annotated, Section 81-4-406, the parties should notify respective creditors or obliges, regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses.

14. Each party shall be required to execute and deliver any documents necessary to implement the terms of the decree of divorce. This shall include the releases of cell phone numbers, utility bills, joint insurance policies, etc. to complete the separation of obligations while ensuring continuity of service.

15. The parties shall cooperate in porting Heather's number from the current AT&T account to a new account in her name.

16. Each party shall pay his or her own attorney fees.

17. Respondent should be restored to her maiden name of Heather Grant if she so desires.

18. **Final Agreement:** The parties agree that this Agreement is a complete and integrated settlement of all rights either party may have in the other's property, whether presently existing or hereafter acquired. They agree that this Agreement represents a fair and equitable resolution of the issues presented in this matter. There are no prior or contemporaneous agreements between the parties. The parties recognize their right to present evidence at a trial before the Court, and they waive that right. Each party has had the opportunity to ask any questions of the other that they want to ask, and they need no further answers before entering into this agreement.

19. **Modification of Agreement:** No modification or waiver of any of the terms of this Agreement shall be valid, unless in writing and signed by both parties. No waiver

of any subsequent breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

20. **Failure of Performance:** The parties agree that if either party fails in the performance of any of his or her obligations under this Agreement or the Decree, the aggrieved party should have the right to sue for damages for the breach thereof, or to seek such other legal remedies that may be available to him or her, including attorney's fees being awarded for the breach.

21. **Effective Date:** The parties agree that this agreement is effective as of September 24th, 2026.

*****END OF DECREE*****

In accordance with URCP Rule 10(e), this document does not bear a handwritten signature, but instead displays an electronic signature on the first page of this document along with the court's seal and the date the order was executed.

APPROVED AS TO FORM:

/s/ M. TYLER OLSEN _ (signed with permission via email by Braden Ellis 9-30-26)
M. TYLER OLSEN, ATTORNEY FOR PETITIONER