The Order of the Court is stated below:
Dated: October 20, 2026 11:13:48 AM
/s/ PATRICK CORUM
District Court Judge

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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 CLINTON E. LUFT, Petitioner, and TERRA LEE LUFT, Respondent.	**DECREE OF DIVORCE** Case No. 264903177 *Tier 4* The Honorable Patrick Corum Commissioner Michelle Blomquist

The above-captioned matter has come before the Court for disposition based on the Petitioner Clint E. Luft ("Clinton") and Respondent Terra Lee Luft's ("Terra") Stipulation and Settlement Agreement, filed with the Court on October 7, 2026. The Court, having reviewed the parties' Stipulation, having found the terms thereof to be fair and reasonable, having made its Findings of Fact and Conclusions of Law, and having been fully informed in the premises, now ORDERS, ADJUDGES, and DECREES:

ARTICLE 1 - DECREE OF DIVORCE

1.1 The parties are granted a Decree of Divorce, final upon entry, severing the bonds of

matrimony heretofore existing between them, upon the grounds of irreconcilable differences.

ARTICLE 2 - CUSTODY & PARENT-TIME

2.1 **PHYSICAL CUSTODY**. The parties have one minor child of the marriage, to wit: E.L., born in January of 2010. The parties are awarded joint physical custody of their child.

2.2 **PARENT-TIME**. Parent-time shall be as the parties agree. In the event that they do not agree, the parties shall exercise parent-time on an equal, 50/50 basis pursuant to a week on/week off schedule, with parent-time exchanges occurring at 8:00 p.m. Sunday evening.

2.3 **PARENT-TIME EXCHANGES**. The parties shall share transportation for parent-time as they can agree. If they cannot agree, the parties shall equally share transportation, with the parent beginning his or her parent-time picking up the child curbside from the other party's residence. If the child has a driver's license, she may transport herself to and from parent-time.

2.3.1 A sibling, stepparent, or grandparent may pick up or drop off the child for parent-time. If a parent wants to use an individual other than a sibling, stepparent, or grandparent for parent-time exchanges, the other parent must be notified of the identity and telephone number of the individual.

2.3.2 Pick-ups and drop-offs shall not be coordinated through the child, but directly between the parties.

2.3.3 During parent-time exchanges, the parties shall be prompt and timely and shall not leave their home or car. They shall have the child ready for parent-time. If

unforeseen circumstances arise, the party whose circumstances changed shall give the other prompt notice of any delay, the remedy arranged, and the best estimate for how the exchange schedule will be affected.

2.4 HOLIDAY PARENT-TIME. The parties shall exercise holiday parent-time as they can agree and if not, to the following schedule:

Holiday	Holiday Time Period	Terra	Clint
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at the time that school is regularly dismissed for spring break. (2) Holiday ends at 8 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; (2) Holiday ends at 8 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins the day before Mother's Day at 8 p.m. (2) Holiday ends on Mother's Day at 8 p.m.	All years	-
Father's Day	(1) Holiday begins the day before Father's Day at 8 p.m. (2) Holiday ends on Father's Day at 8 p.m.	-	All years
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 8 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or	Even years	Odd years

	(b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8 p.m. on Juneteenth National Freedom Day.		
Independence Day	(1) Holiday begins on July 3rd at 8 p.m. (2) Holiday ends on July 5th at 8 p.m.	Even years	Odd years
Pioneer Day	(1) Holiday begins on July 23rd at 8 p.m. (2) Holiday ends on July 25th at 8 p.m.	Odd years	Even years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; (2) Holiday ends at 8 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 8 p.m. on the day before Columbus Day. (2) Holiday ends at 8 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at the time school is dismissed for fall break. (2) Holiday ends at 8 p.m. on the day before school resumes.	Even Years	Odd Years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 8 p.m. on the day before Veterans Day. (2) Holiday ends at 8 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(1) the time school is regularly dismissed for Thanksgiving (2) Holiday ends at 8 p.m. on the day before school resumes.	Odd Years	Even Years
Winter Break (First Half)	(1) Holiday begins at: (a) the time school is regularly dismissed on the day that school dismisses for winter break. (2) Holiday ends on December 27th at 8 p.m.	Even years	Odd years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8 p.m. (2) Holiday ends at 8 p.m. on the day before school resumes.	Odd years	Even years
Day of Minor Child's Birthday	(1) Holiday begins at 8 p.m. the day before the birthday (2) Holiday ends at 8 p.m. on the day of the birthday	Even years	Odd years

Day Before or After Minor Child's Birthday	(1) Holiday begins at 8 p.m. two days before the birthday or at 8 p.m. on the day of the birthday (2) Holiday ends at 8 p.m. the day before the birthday or the day after the birthday	Odd years	Even years

2.4.1 Holiday parent-time takes precedence over the regular parent-time schedule.

2.4.2 If a holiday falls on a regularly scheduled school day, the parent exercising parent-time for the holiday shall be responsible for the child's attendance at school for that school day.

2.5 EXTENDED (SUMMER) PARENT-TIME. Each party is entitled to up to two (2) weeks of extended parent-time, which may be consecutive, with the child during the child's school summer vacation. These two weeks may be uninterrupted parent-time.

2.5.1 Every year, each party must designate their extended parent-time no later than May 1 or May 15. Terra shall select first in odd numbered years and Clint shall select first in even numbered years.

2.5.2 The party choosing second in a given year shall not select the same weeks or weeks overlapping those selected by the other party.

2.5.3 The parties are restricted from scheduling extended parent-time during the other party's holiday parent-time unless otherwise agreed upon in writing. Extended parent-time takes precedence over the regular parent-time schedule and the regular parent-time schedule shall continue at the conclusion of the extended parent-time.

2.5.4 After both parties make their extended parent-time designations pursuant to the terms herein, neither party may reschedule his or her extended parent-time on

dates that conflict with the other parties' already-designated extended parent-time, even if he or she has priority that year, unless otherwise agreed upon by both parties.

2.5.5 If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.

2.6 **COMMUNICATION/VIRTUAL PARENT TIME**. Each party may have telephone, mail, email, social media, or virtual contact with the child at reasonable hours and for a reasonable duration and the parties shall respond to requests for such within a reasonable amount of time. If the equipment is reasonably available, each party may have virtual parent-time (e.g., Facetime) with the child at reasonable hours and for a reasonable duration. The child may call either parent at any time.

2.7 **TRAVEL/VACATIONS**. The parties shall advise each other of the logistical details regarding out-of-state travel and vacation time (two or more consecutive nights away from home) with the minor child. Each of the parents shall give to the other parent reasonable notice before leaving, and provide the following information: (a) an itinerary of travel dates and locations; (b) a telephone number whereby the parent can reach the child during travel; and (c) the best time for the parent to call the child or when the child will call the parent.

2.8 **RELOCATION**. If either party moves more than seventy-five (75) miles from the other parent, they must follow the provisions outlined in Utah Code Ann. §81-9-209 and relevant Utah case law, which is incorporated by reference herein.

2.9 **CONFLICTS**. If a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

2.9.1 the holiday schedule for Mother's Day or Father's Day;

2.9.2 the holiday schedule for a minor child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the minor child away from that parent's residence during the uninterrupted extended parent-time;

2.9.3 the holiday schedule for any holiday that is not Father's Day, Mother's Day, or a minor child's birthday;

2.9.4 extended summer parent-time; and

2.9.5 the schedule for weekday or weekend parent-time.

ARTICLE 3 - LEGAL CUSTODY

3.1 The parties are awarded joint legal custody of their child.

ARTICLE 4 - PARENTING PLAN

General Provisions

4.1 The parties shall each give special consideration and make the child available to attend family functions including funerals, weddings, family reunions, family dinners, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either party, which may inadvertently conflict with the parent-time schedule.

4.2 The payment or nonpayment of child support is not connected to whether or not a parent should receive his or her parent-time. As an example, if a parent denies parent-time it is not a reason to refuse to pay child support, and the failure or inability to pay child support is not a reason to refuse parent-time.

4.3 Each party shall have direct access to all school reports and medical records and must be notified immediately if a medical emergency occurs. Each party shall list the other as an emergency/parent contact on any school or related form requesting such information.

4.4 Each party shall provide the other with his or her current address, telephone number, email address, and virtual parent-time access information, within 24 hours of any change.

4.5 The parties shall strive to maintain consistency in the child's life, but each may make decisions regarding schedules, etc. during their own parent-time. The parties shall implement and use an electronic calendar for coordinating the schedules of the child. Placing the child's activity or event on the electronic calendar shall be deemed as giving notice of the event or activity to the other parent.

4.6 The parties shall not use, consume, or come under the influence of alcohol beyond the legal driving limit, illicit drugs, or prescription drugs not prescribed to them or used contrary to medical direction, within 24 hours of, or while exercising, parent-time.

4.7 The parties shall not allow any person using, consuming, or who is under the influence of alcohol beyond the legal driving limit, illicit drugs, or prescription drugs not prescribed to them or used contrary to medical direction, to be responsible for the child, or to be left alone with the child while that party is exercising parent-time.

4.8 The parties shall not smoke or vape in the presence of the child.

4.9 The parties shall not use future romantic partners to communicate with the child about this case.

4.10 **RIGHT OF FIRST REFUSAL**. If a parent is personally unavailable to care for the child for a period of overnight or longer during his/her parent-time, the other parent shall be

given the first option to care for the child during that time. If the non-custodial parent exercises this right, he/she shall provide all transportation and shall return the child when the custodial parent is able to resume care for the child, unless otherwise agreed upon by the parties. The custodial parent must provide reasonable notice to the non-custodial parent and the parties shall work together to ensure pick-up and drop-off times are reasonable. The parent exercising the first right of refusal shall be solely responsible for all pick-up and drop-off of the child necessary to exercise first right of refusal.

Education Plan

4.11 The child shall remain in her current school unless otherwise agreed by the parties.

4.12 Both parties shall have access to the child during school and will have the authority to check the child out of school. Neither party will check the child out of school during the other parties' parent-time without express written permission from the other party.

4.13 Each party is responsible to ensure that all schoolwork, including projects, assignments and homework is completed and timely turned in during his or her parent-time.

4.14 Each party is responsible for transportation to and from school during his or her parent-time.

Decision-Making

4.15 Each party may make decisions regarding day-to-day care and control of the child while the child is residing with that parent and the parties are not entitled to micromanage one another.

4.16 The parties shall discuss and jointly concur on all major decisions, which are decisions concerning the health, education, religious upbringing, and welfare of the child. They

shall communicate in good faith regarding major decisions, utilize and confirm through telephone, e-mail, or text message questions, concerns, and issues related to such decisions, and adhere to a 24-hour acknowledgement that they have received the communication and shall work together on a timeline for a decision. The parties shall give good faith consideration of the views of the other, and if applicable, shall consult with relevant subject matter experts (doctors, therapists, dentists, counselors, etc.). If the parties still cannot agree, the parties shall attend mediation with an agreed-upon mediator and split the corresponding costs. If the parties are still unable to reach an agreed-upon decision, either party may bring the matter before the Court.

4.17 Each party may attend the religious services of their own choosing with the child during their respective parent-time.

4.18 If a child has possession of an electronic device, that device shall travel with that child, and both parties shall have full access to the device, including all passwords used on the device, may impose rules and restrictions regarding the device in their own homes, and may implement parental controls and safeguards on the device to protect the child. Notwithstanding the foregoing, neither party may deter or interfere with the child's ability to contact the other parent through the child's devices so long as such communication is at reasonable times and for reasonable durations.

4.19 Either party may make emergency decisions regarding the health and safety of the child and shall notify the other party immediately of any medical or other emergency involving the child or any injury to the child requiring a doctor's care.

Communication with and Treatment of the Other Party

4.20 The parties shall communicate with each other as they may agree for questions, concerns, information, calendaring, and addressing issues (including school or disciplinary issues) regarding the child. Each party must respond within 24 hours of receiving a phone call, email, or text message from the other party regarding the children.

4.21 When dealing with each other on parenting and parent-time issues, the parties shall remain focused on the best interests of the child and shall use their best efforts to foster a positive, honest, civil, factual, working, and respectful relationship.

4.22 The parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other or with family members of the other party. All communication between the parties shall be about the child only and be civil, at reasonable times, and of reasonable frequency and duration.

4.23 The parties shall not involve the child in the legal disputes of the parties, financial matters, or parent-time and/or custody issues. The parties shall not attempt to influence the child or the child's preferences with respect to issues of custody or parent-time either by reward, punishment or guilt.

4.24 Neither party may disparage the other or their respective family members in the presence of the child. Each party shall speak positively and respectfully about the other party, emphasizing his or her parental strengths and love for the child. Each party shall use his or her best efforts to prevent third persons from speaking negatively about the other party or respective extended family members in the presence of the child.

4.25 Each party shall reasonably facilitate and encourage his or her immediate family members and significant others who may be involved in visitation/parent-time to

reasonably facilitate and encourage contact between the child and both parents. The parties shall respect the child's right to have a meaningful bond with the other parent and any other immediate family members or other significant persons involved in the child's life.

4.26 The parties are restricted as follows:

4.26.1 The parties shall not use the child as a messenger or problem-solver.

4.26.2 The parties shall not ask, encourage, or allow the child to monitor, record, or spy on the other party.

4.26.3 The parents shall not question the child about each other's personal relationships, financial spending, or otherwise use the child as a tool for discovery.

4.26.4 The parents shall not use the child as a confidant to counsel with about their own personal problems—especially if the problem is related to the other parent.

4.26.5 The parents shall not ask the child to lie for them or to keep something secret from the other parent.

4.26.6 The parents shall not use corporal punishment with the child.

4.26.7 The parents shall not engage in any action that would estrange the child from the other parent or impair the child's love or respect for the other parent.

4.26.8 All communication regarding the child must be between the parties, and neither party may use the child to convey information, finances, or schedule visitation/parent-time changes. Likewise, if the parties have a dispute that must be resolved in court, they shall not discuss the court proceeding with the child and must prevent all others from doing the same.

Travel by the Child

4.27 During their parent-time, the parent may consent for the child to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

4.28 If the child will be traveling for more than seven (7) days, the parent arranging the travel will notify the other parent at least thirty (30) days in advance. That parent shall give the other parent the travel schedule, locations and phone numbers at least seven (7) days in advance. In case of emergency, the parent will provide as much notice as possible.

Childcare

4.29 Childcare does not need to be addressed due to the child's age.

Changing the Plan

4.30 This plan shall remain in effect until it changes via written agreement by the parties and/or order of the Court.

[END OF PARENTING PLAN]

ARTICLE 5 - CHILD SUPPORT

5.1 **CLINTON'S INCOME**. Clinton's gross monthly income for child support purposes is $6,240.

5.2 **TERRA'S INCOME**. Terra's gross monthly income for child support purposes is $13,899.

5.3 **CHILD SUPPORT.** It is in the best interest of the child that child support be paid as follows:

5.3.1 Pursuant to the joint custody worksheet with Clinton having 183 overnights and Terra having 182 overnights, Terra should pay $352 per month in base child

support, which shall be offset by Clinton's portion of the child's health insurance premium and his portion of the children's medical expenses, which Terra shall cover in full (as laid out below). This results in a monthly child support obligation of $0.

5.4 DEPENDENT CHILD FOR TAX PURPOSES. The parents shall claim the parties' child as a dependent/exemption for tax purposes as follows:

5.4.1 Clinton shall claim the parties' child in in odd-numbered tax years. Terra shall claim the parties' child in even-numbered tax years.

5.5 CHILD HEALTH CARE.

5.5.1 Terra shall continue to cover the parties' child as part of her employer's health insurance plan.

5.5.2 If Terra's insurance is no longer available, the parent who is able to obtain the most affordable medical, hospital, and dental insurance for the child must maintain medical, hospital, and dental care insurance for the child. If medical insurance is not available at a reasonable cost, then both parents must ensure the child has health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

5.5.3 If, at any time, the child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage shall be as follows:

(a) Terra's insurance shall be primary coverage

(b) Clinton's insurance shall be secondary coverage

5.5.4 If a parent remarries and that parent's child is not covered by that parent's health,

hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage shall be as follows:

(a) Terra's spouse's insurance shall be primary coverage

(b) Clinton's spouse's insurance shall be secondary coverage

5.5.5 Terra shall cover the child's medical expenses in full. Specifically, Terra will pay all health insurance premiums for the child and all uninsured and unreimbursed medical and dental expenses for the child that are reasonable and necessary.

5.6 CHILDCARE EXPENSES. The parties' child is old enough that childcare is not required.

5.7 PUBLIC ASSISTANCE STATEMENT – ORS. Neither party has received or is receiving public assistance from the State of Utah.

ARTICLE 6 - PERSONAL PROPERTY

6.1 The parties' personal property shall be addressed as follows:

6.1.1 Each party is awarded any premarital or inherited property as well as any personal items (clothing, toiletries, jewelry, etc.), together with any debts and/or liabilities associated therewith.

6.1.2 Terra is awarded the following personal property:

(a) 2018 Toyota 4Runner, together with the loan associated therewith;

(b) Her jewelry;

(c) Her books;

(d) 9mm gun;

(e) Her personal effects; and

(f) all property in the marital home and/or in Terra's possession and/or control other than the property awarded to Clinton, below.

6.1.3 Clinton is awarded the following personal property:

(a) 2008 Jeep Wrangler, together with the loan associated therewith;

(b) 2008 GMC 2500;

(c) 2009 Suzuki RMZ 450 Dirtbike;

(d) 1994 Kawasaki KX 250 Dirtbike;

(e) all guns except for the 9mm awarded to Terra;

(f) his personal effects; and

(g) an equitable portion of property in the marital home and/or in Clinton's possession and/or control as set forth below.

6.1.4 Within 14 days of the execution of the parties' Stipulation, and during the process of moving out of the marital home, Clinton shall make a detailed list of all marital personal property items that he would like to be awarded other than the property set forth above. Terra shall review the list and respond within 7 days with any items that she disputes. The disputed property shall remain in the marital home until divided by the parties. If the parties cannot agree upon a division of the disputed property, they shall alternate selecting property from the list, with Terra selecting first and alternating until the disputed property is fully divided.

6.1.5 Clinton has 30 days following him vacating the marital home to remove all the personal property awarded to him herein, property not in dispute, and disputed property (as the case may be) as divided through alternate selection from the

disputed property list. After the 30 days, and after the parties have divided their disputed property, any items remaining in or around the marital home will be awarded to Terra.

6.1.6 During this process of diving property, neither party shall damage, conceal, dispose of, or sell any personal property items.

6.1.7 Vehicles are divided as follows:

(a) Each party is responsible for all remining payments due on the vehicle in their possession.

(b) Each party shall remove the other party's name from the vehicle's loan, title, and insurance within 30 days after entry of the Decree of Divorce.

(c) The parties' 2009 Arctic Cat Prowler Side-by-Side with Trailer, flatbed trailer, and dump trailer shall remain in their current condition and locations until June 1, 2027, at which point, the parties shall sell these items and equally divide the proceeds from the sale.

(d) The parties' 2023 East West Alta Camp Trailer shall remain in its current condition and location until June 1, 2027, when it shall also be sold. Terra shall continue making the monthly loan payments on the camp trailer until it is sold. Once sold, the proceeds shall be used to pay off any outstanding debt associated with the camp trailer, with an offset of Terra's portion, based on the amount she paid in monthly payments (starting October 2026).

ARTICLE 7 - BANK AND CREDIT UNION ACCOUNTS

7.1 The parties' bank and credit union accounts shall be divided as follows:

7.1.1 The parties' joint Cyprus Credit Union checking and savings accounts shall be divided equally between the parties as of October 6, 2026 and the accounts shall be closed within 60 days. (Not including the Cyprus Union credit card addressed below).

7.1.2 The parties' separate Cyprus Credit Union accounts are awarded to the party whose name is on the account.

7.2 **STOCK, BOND, SECURITIES, OR MONEY MARKET ACCOUNTS.** The parties' do not have any investment accounts to divide.

ARTICLE 8 - DEBTS

8.1 The parties' marital debt is divided as follows:

8.1.1 The parties are equally responsible for the Synchrony Bank (~11,862) and Service Finances (~$8,033) loans.

(a) Terra shall assume, pay, and hold Clinton harmless from these loans. The parties' division of equity from the martial home is offset by their respective one-half share of these loan amounts, meaning, Clinton's equity pay out from the marital home shall be reduced by approximately $9,947.50.

8.1.2 Terra shall assume, pay, and hold Clinton harmless from

(a) her American Express credit card balance,

(b) the joint Cyprus Credit Union credit card balance,

(c) her student loan, and

(d) the joint IRS debt.

8.1.3 The parties shall cooperate to remove Clinton from the joint credit card within 30 days after entry of the Decree of Divorce.

8.1.4 Clinton shall assume, pay, and hold Terra harmless from his American Express credit card balance.

8.1.5 A party assuming a debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

ARTICLE 9 - REAL PROPERTY

9.1 **MARITAL HOME**. During the marriage, the parties acquired real property located at 5312 Mountain Vista Drive, West Jordan, Utah 84081 (the "marital home" or "home").

9.2 **AWARD OF HOME**. Terra is awarded all right, title, and interest, in the marital home and, effective November 1, 2026, shall assume, pay, and hold Clinton harmless from all debts, liabilities, obligations, and expenses associated therewith, including the mortgage, any HELOC, utilities, upkeep, maintenance, and repairs associated therewith.

9.2.1 Clinton shall have 14 days from the date of the parties' signing their Stipulation to vacate the home.

9.2.2 No later than November 1, 2026, the parties shall cooperate to place all of the home utilities and other relevant accounts in Terra's name.

9.3 **REMOVAL OF CLINTON'S NAME FROM MORTGAGE**. No later than November 1, 2028, Terra shall remove Clinton's name from the mortgage of the marital home via refinance, paying the loan, assumption, or otherwise. Clinton shall fully and promptly

cooperate when Terra removes his name from the mortgage. Clinton shall then execute a Quitclaim Deed to remove his name from the title. If Terra fails to remove Clinton's name from the mortgage, the home shall be immediately placed on the market and sold.

9.4 **PAYMENT OF CLINTON'S EQUITY**. No later than December 6, 2026, Terra shall pay Clinton $210,000, less his portion of the loans noted in paragraph 46(a), which constitutes a full and final settlement of Clinton's equity in the marital home and any and all alimony/spousal support claims. If Terra fails to do this, the marital home shall be immediately placed on the market and sold. Clinton's share of the equity is set forth below.

9.4.1 Terra shall have the right to select the realtor and the parties shall fully cooperate with the realtor in listing, preparing, and selling the marital home.

9.4.2 The parties must consent to the acceptance of any offers on the marital home before it can be sold, which consent must not be unreasonably withheld. The parties shall accept the first offer at or above fair market value, unless otherwise agreed by the parties. If there is a dispute between the parties regarding the sale of the marital home, including the fair market value of the home, the parties shall bring the issue to the realtor and shall abide by the realtor's advice.

9.4.3 When the home is sold, and after the mortgage, HELOC, closing costs, and commissions are paid, Clinton shall first receive from the proceeds the total amount of set forth in paragraph 9.4, herein, and any amount to reimburse mortgage/HELOC payments made by Clinton since entry of the Decree. Thereafter, Terra shall receive the remaining proceeds from the sale of the marital

home.

9.5 **MORTGAGE/HELOC PAYMENT**. Before Clinton's name is removed from the marital home mortgage, Terra shall timely make each monthly mortgage and HELOC payment. Clinton shall have access to the home mortgage/HELOC online accounts to ensure the payments are made and to protect his credit. If Terra fails to make a mortgage or HELOC payment while Clinton's name is associated with the mortgage/HELOC, the marital home shall be immediately placed on the market and sold. If Clinton makes a payment due to Terra's failure to make a payment, the same shall be reimbursed by Terra within thirty (30) days from the day the missed payment was due or when the home is sold via the proceeds.

ARTICLE 10 - ALIMONY

10.1 Neither party shall pay alimony pursuant to the property settlement payout addressed in paragraph 44(b) and alimony and/or spousal support is hereby waived now and forever.

ARTICLE 11 - RETIREMENT ACCOUNTS

11.1 The parties' retirement accounts are divided as follows:

11.1.1 Terra is awarded her Intermountain Health 401(k) and shall pay out one-half of the value of the account as of October 6, 2026 to Clinton, to be offset by her half of Clinton's retirement account balance as of October 6, 2026.

11.1.2 Clinton is awarded his Sonnen Inc. Transamerica retirement account, with Terra's one-half portion to be offset as laid out above.

11.1.3 To divide Terra's 401(k), the parties shall retain and share the cost of Rori Hendrix (or another mutually agreed upon attorney) to calculate Clinton's portion

of the account and to prepare and execute any Qualified Domestic Relations Orders ("QDRO").

11.1.4 Terra's Intermountain Health Pension shall be divided between the parties pursuant to the *Woodward* formula, (one-half of all growth and principal of the account that accrued during the course of the marriage) using the date of marriage and the date of entry of the Decree of Divorce, including any gains or losses. For the purposes of the division, if there are any loans outstanding, they shall be added back into the total.

ARTICLE 12 - MISELLANEOUS

12.1 **DUTY TO SIGN DOCUMENTS.** The parties shall sign all documents necessary to comply with the Decree of Divorce within 60 days from the entry of the Decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document.

12.2 **NAME AFTER DIVORCE.** Terra changed her name when the parties married. Terra is allowed to change her name to Terra Lee Ruoti after the entry of the Decree of Divorce, if she chooses to do so.

12.3 **ATTORNEY FEES**. Except as otherwise expressly provided herein, each party is solely responsible for his or her own attorney fees, costs, and litigation expenses incurred in connection with this divorce action through the date of entry of the Decree of Divorce. Each party waives any claim against the other for attorney fees, costs, or litigation expenses incurred prior to entry of the Decree. This provision applies only to fees and costs incurred through entry of the Decree and shall not limit, waive, or otherwise affect

either party's right to seek attorney fees, costs, or other relief in any future action or proceeding, including but not limited to enforcement, contempt, collection, modification, or interpretation of the Decree of Divorce.

12.4 DISCLOSURE. Each party represents and warrants that he or she has fully and accurately disclosed all assets, debts, income, business interests, financial accounts, and other material financial information. The parties acknowledge that this Decree is entered into in reliance upon such disclosures. If it is later discovered that a party failed to disclose, concealed, misrepresented, or omitted any material asset, debt, income, or financial information existing before entry of the Decree, the Court shall retain jurisdiction to grant appropriate relief, including reopening or setting aside all or part of the Decree, reallocating assets or debts, awarding attorney fees and costs, imposing sanctions, and granting such other relief as the Court deems just and equitable. The discovery of any material undisclosed financial information shall constitute a substantial and material change in circumstances sufficient to warrant review, modification, reopening, or setting aside of any affected provisions of the Decree.

12.5 COMPLETE OWNERSHIP OF PROPERTY AWARDED. All property and money received or retained by either party pursuant to this Decree of Divorce is deemed the separate property of such party, free and clear of any right, interest or claim of the other party, including the right to inherit or be named as a beneficiary, and each party shall hereafter use and enjoy, independently of any claim or right of the other party, all items of real or personal property awarded to them.

12.6 COOPERATION. Each party shall execute and deliver to the other party all such

documents as may be reasonably necessary or required to implement the provisions herein.

12.7 WAIVER. No waiver of any of the provisions herein or any waiver of breach or default shall be deemed or shall constitute a waiver of any other provision hereof or be deemed a waiver of any subsequent breach or default, nor shall such waiver constitute a continuing waiver.

12.8 MODIFICATION. No modification or waiver of any of the terms herein shall be valid, unless in writing and signed by both parties and/or ordered by the Court.

12.9 CHOICE OF LAW. This Decree of Divorce and all rights and obligations of the parties hereunder are construed according to the laws of the State of Utah.

12.10 SEVERABILITY. If any term, paragraph, or provision herein is held invalid or unenforceable for any reason, the remainder of this Decree of Divorce shall continue in full force and effect.

The Court's Electronic Signature Will Appear on the First Page of This Document

APPROVED AS TO FORM:

/s/ Jessika Allsop
Jessika Allsop
Licensed Paralegal Practitioner for Respondent
DATED: October 16, 2026
(Electronically signed by David L. Hanks with permission from Jessika Allsop)

CERTIFICATE OF DELIVERY

I hereby certify that on the 16th day of October 2026, I caused a true and correct copy of the foregoing to be served to the following:

Jessika Allsop [X] Court's Electronic Filing System

Licensed paralegal practitioner
for Respondent

[ ] U.S. Mail
[ ] Hand Delivery
[ ] Email

/s/ Tauni Cancilla