The Order of the Court is stated below:
Dated: November 17, 2026 03:24:41 PM **/s/** MATTHEW BATES
District Court Judge

Ruth Hackford-Peer (U.S.B. No. 15049)
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IN THE THIRD DISTRICT COURT OF UTAH SALT LAKE COUNTY - SALT LAKE	
MELINDA ORLEAN KINGSTON, Petitioner, vs. DAVID CARL KINGSTON, Respondent.	**DECREE OF DIVORCE** **Case No. 264904250** Judge: Hon. Matthew Bates Commissioner: Hon. Kim Luhn

This matter came before the Court on the Verified Petition for Divorce filed by Petitioner, Melinda Orlean Kingston. The Court, having reviewed the Petition, the Stipulation of Divorce, Custody and Property Settlement Agreement, the Affidavit of Jurisdiction and Grounds, the Stipulated Parenting Plan, the Child Support Worksheet to be filed, and the Findings of Fact and Conclusions of Law entered herein, and finding good cause appearing therefor, hereby ORDERS, ADJUDGES, and DECREES as follows:

DIVORCE GRANTED

The marriage between Petitioner, Melinda Orlean Kingston, and Respondent, David Carl Kingston, is hereby dissolved on the grounds of

irreconcilable differences pursuant to Utah Code Ann. § 81-4-405(1)(h).

INCORPORATION OF STIPULATION

The Stipulation of Divorce, Custody and Property Settlement Agreement entered into by the parties is fair, equitable, and entered into voluntarily. It is hereby approved and incorporated into this Decree by reference but shall not merge herein and shall survive as an independent contract.

INCORPORATION OF PARENTING PLAN

The Stipulated Parenting Plan entered into by the parties pursuant to Utah Code Ann. § 81-9-203 is reasonable and in the best interests of the children. It is hereby approved and incorporated into this Decree by reference.

CUSTODY AND PARENT-TIME

Joint legal custody of the minor children is awarded to both parties, with sole physical custody awarded to Petitioner. That designation does not limit, condition, or make discretionary Respondent's parent-time under the Stipulated Parenting Plan. Petitioner shall have final decision-making authority after good-faith consultation if the parties cannot agree. Respondent shall have parent-time as set forth in the Stipulated Parenting Plan. The minor children of the parties are:

a. a. T.J.K. (D.O.B. 12/19/18)

b. b. Vi.M.K. (D.O.B. 7/19/22)

c. c. Ve.M.K. (D.O.B. 7/19/22)

CHILD SUPPORT

Child support shall be calculated pursuant to Utah's Child Support Guidelines and the Child Support Worksheet filed with the Court. For purposes of child support, Father’s gross monthly income shall be imputed to $3935. For purposes of child support, Respondent's overnights shall be capped at 110 overnights per year, regardless of how many overnights Respondent actually exercises. Respondent’s monthly child support obligation is $808. Payments shall be made through the Office of Recovery Services or as otherwise agreed by the parties. Each party shall notify the other of any change in income or employment that may affect child support obligations.

The Court approves the parties' stipulated use of no more than 110 overnights for calculating Respondent's child-support obligation as a deviation under Utah Code § 81-6-202 for the reasons stated in the Findings of Fact and Conclusions of Law. Respondent's exercise of more than 110 overnights, standing alone, shall not constitute a basis to modify child support. Nothing in this paragraph limits the Court's authority to modify child support upon the showing otherwise required by Utah law and further court order.

ALIMONY

Neither party is awarded alimony.

REAL PROPERTY

The marital residence located at 856 E 250 N, Bountiful, UT 84010 shall be divided pursuant to the parties' Stipulation. Respondent will sell the house for $480,000 subject to a 3% buyer’s real estate commission. If Respondent does not sell the house within 45 days of the entry of the decree, Petitioner will list the house to be sold. Half (1/2) of mortgage costs from July 1, 2026 to the date of the sale shall be reimbursed to Respondent from the parties’ share of the proceeds.

Buyer’s agent costs, not to exceed 3% of $480,000 shall be paid out of the proceeds of the sale. Respondent shall pay the mortgage costs in the interim and one half of which shall be reimbursed or credited from sale proceeds before remaining proceeds are distributed. If Respondent does not sell the house within 45 days of the entry of the decree, Petitioner will list the house. If Petitioner lists the house, all agent costs, not to exceed 6% of the sale price shall be paid out of the proceeds of the sale. The lease-to-own items for the AC unit, 2025 furnace, and water heater, and any outstanding property taxes, shall be split 50/50 and paid out of the house proceeds.

PERSONAL PROPERTY

Each party is awarded all personal property currently in their physical possession and custody as their sole and separate property, except that Petitioner is awarded the Honda Odyssey and Respondent may have the wedding item referenced in the parties' July 2, 2026 term sheet if he desires

it.

FINANCIAL ASSETS

All retirement accounts, retirement amounts, financial assets, accounts, commercial paper, stocks, bonds, insurance policies, and intangible assets are awarded to the party in whose name they are held. Any joint bank accounts shall be closed. The joint account ending in 6126 shall be closed within 60 days after entry of this Decree and the proceeds shall be awarded to Respondent. Each party shall execute any documents necessary to effectuate this division.

DEBTS

Respondent shall be responsible for his own student loan debt and the Lakeview medical debt. Petitioner shall be responsible for $9,000 of the parties’ credit-card debt, to be paid upon distribution of the house proceeds. Except as specifically ordered herein, each party shall be responsible for debts in that party's own name and shall indemnify and hold the other harmless from such obligations. Both parties are authorized to notify creditors of the debt allocation pursuant to Utah Code Ann. § 15-4-6.5(3)(b).

TAXES

Petitioner shall pay Respondent $5,818 within 30 days of entry of this Decree, representing 50% of the 2025 tax refund of $11,636. Petitioner shall claim all children as dependents for tax year 2026 (for taxes due April 15, 2027). Respondent shall claim all children as dependents for tax year

2027. Thereafter, Petitioner shall claim the children in even-numbered tax years and Respondent shall claim the children in odd-numbered tax years. Each party shall cooperate in filing taxes and providing necessary information.

INSURANCE AND BENEFITS

The parties shall maintain health insurance for the minor children as required by the Child Support Worksheet and Utah law. The party paying for the health insurance shall be entitled to a financial offset as applicable under Utah Law.

PROTECTIVE ORDER

Within 14 days after entry of this Decree, Petitioner shall move to dismiss the protective order against Respondent in the protective-order case, subject to approval by the court with jurisdiction over that case. This Decree does not vacate, modify, or authorize violation of any existing protective order. Until the protective order is dismissed or modified by the issuing court, the parties shall comply with all existing protective-order terms and shall communicate only by means permitted by that order or by further court order.

Notwithstanding that dismissal, Respondent shall not stalk, harass, threaten, intimidate, surveil, or unlawfully interfere with Petitioner either directly or through any other person. Nothing in this Decree or in the dismissal of the existing protective order constitutes a waiver of Petitioner’s

right to seek a new protective order or any other lawful relief if circumstances warrant. Communications reasonably necessary concerning the parties' minor children shall be conducted in accordance with the Parenting Plan and do not violate this provision unless the communications independently constitute stalking, harassment, threats, intimidation, or other unlawful conduct.

ENFORCEMENT

Before seeking judicial enforcement of this Decree, the complaining party shall provide written notice of the alleged noncompliance and the parties shall make a good-faith effort to resolve it, unless immediate relief is reasonably necessary. If Court intervention is required, and the Court finds that a party failed to comply with any provision of this Decree without substantial justification, the noncomplying party shall pay the reasonable costs and attorney fees incurred in obtaining compliance.

EXECUTION OF DOCUMENTS

Each party shall execute and deliver to the other, without cost, any documents necessary to implement the provisions of this Decree within 30 days of request.

WAIVER OF ESTATE CLAIMS

Each party waives, releases, and relinquishes any and all claims, rights, or interests as a surviving spouse in or to any property of the other, as if the other had predeceased them. Each party revokes any beneficiary

designations in favor of the other, except as otherwise agreed in writing after entry of this Decree.

BINDING EFFECT

This Decree is binding upon the parties, their heirs, executors, administrators, successors, and assigns. If any provision is held invalid, the remainder shall continue in full force and effect. This Decree shall be construed under the laws of the State of Utah.

THE SIGNATURE OF THE COURT APPEARS AT THE TOP OF THIS DECREE

/s/ Ruth Hackford-Peer
Counsel for Petitioner

/s/ Ryan Kingston
Counsel for Respondent