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IN THE SECOND JUDICIAL DISTRICT COURT  
IN AND FOR WEBER COUNTY, STATE OF UTAH

In the Matter of the Marriage of:	DECREE OF DIVORCE
CARRIE KOUPAL TAVENNER,	
Petitioner,	
and	
JASON TAVENNER,	Civil No. 244901574
Respondent.	Judge Craig Hall Commissioner Christina Wilson

This matter, having come before the Honorable Craig Hall, Carrie Koupal Tavenner (“Carrie”), represented by Holly J. Nelson of Dart, Adamson, & Donovan, and Jason Tavenner (“Jason”), represented by Katherine McLain of Long & Okura, having reached a full agreement after attending mediation with Sr. Judge Steven L. Hansen on December 17, 2024, and January 30, 2025, and through further negotiation, the written *Stipulation and Property Settlement Agreement* (“Agreement”) of the parties having been submitted and approved, the Court having reviewed the records and files herein and being fully advised in the premises, and good cause appearing therefore, the Court having made and entered its written *Findings of Fact and*

*Conclusions of Law*, and upon motion of the parties, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

1. Dissolution of Marriage. The parties are awarded a Decree of Divorce from the other upon the grounds of irreconcilable differences, and the marriage between Carrie and Jason is hereby dissolved, and the parties are hereby freed and absolutely released from the bonds of matrimony and all the obligations thereof with said Decree to be final upon signing and entry

2. Children. The parties are the natural parents of one minor child, namely S.K.T. (Born June of 2012).

3. Physical Custody. Carrie is awarded Primary Physical Custody of the minor child, subject to Jason's parent-time as described below.

4. Legal Custody. The parties are awarded joint legal custody of the minor child.

5. Parent-time. Jason's parent-time is as follows:

a. The parent-time transition plan will begin with Jason having one weekend a month in Utah until transitioning to the Alternate Parent Time Plan below, with the timing of the transition to be based upon the PGAL's recommendation in consultation with all therapists involved with the family. It is the intention of the parties that Jason will transition to the Alternate Parent Time Plan as soon as possible and that both parties will work in good faith to that end.

b. Out of state parent-time can occur during the transition period with paternal Grandmother Ann facilitating the once-a-month weekend. This is not supervised parent-time. It is having Ann in the home with Jason and S.K.T. and readily available to either for support.

c. Summer parent-time during school summer break, if the transition period is not completed, will begin with 3-4 days every other week transitioning to the summer parent-time in the Alternate Parent Time Plan below based upon the recommendations of the PGAL in consultation with all therapists involved in the family.

d. Summer parent-time during the transition period can be extended to 5-6 days in Utah if Paternal grandmother Ann is available to facilitate the time. This is not supervised parent-time. It is having Ann in the home with Jason and S.K.T. and readily available to either for support.

e. Holiday and school breaks shall follow the above pattern until appropriate to expand the parent-time to the Alternative Parent Time Plan below.

f. The parties will work together to determine which parent-time dates work for the parties and the minor child each month with the blocks to be determined as early as possible and no later than 30 days in advance. Jason will provide at least two weeks' notice of his intention to exercise the parent-time in the designated block. If the parties are unable to agree to the parent-time dates in any month, Carrie is allowed to decide which dates Jason shall receive for the approximately 9-month period that S.K.T is in school. During the transition period, Jason shall be allowed to pick the summertime dates of the month when S.K.T. is on summer break so long as he designates those blocks by March 1st of each year and provided Carrie receives an equal division of summer holidays rotating every other year. Jason is allowed to travel out of state with S.K.T. for the summer parent-time if approved by the Private Guardian Ad Litem. Jason has agreed that he will work with S.K.T. and her therapist in consultation with the Private Guardian

Ad Litem to ensure that S.K.T. is comfortable with plans for parent-time and travel arrangements. The parties have agreed that all holiday parent-time will be included in the parent-time block plans for Jason, and Carrie will be awarded all holidays that occur outside the blocks of time and as otherwise agreed upon between the parties. The presence of Jason's mother Ann for travel and out of state parent-time will be agreed upon and addressed in consultation with the Private Guardian Ad Litem.

6. Alternate Parent Time Plan While Jason lives Outside of Utah (Parent Time After Transition Period is Completed).

a. During S.K.T.'s school year from September to May, in all even months, Jason shall be able to exercise one long weekend (Friday through Monday) once a month, to be scheduled with Carrie. In Odd months, Jason shall be able to exercise two, consecutive standard weekends (Friday to Sunday) of parent-time in Utah where S.K.T. resides. Jason shall also be allowed to see S.K.T. on the weekdays after school between his two weekends as he and Carrie are able to coordinate, but S.K.T. will still spend weekday overnights at Carrie's home. Overnight time will be scheduled consistent with S.K.T.'s comfort level in consultation with the PGAL if the parties disagree. Jason will schedule all school year time at least thirty days in advance and will work to accommodate S.K.T.'s existing activities and other scheduling needs. Carrie is awarded all holiday time during the school year except as agreed between the parties in scheduling Jason's time in Utah.

b. Extended Parent Summer Parent Time. During the summer, Jason is awarded up to two (2) separate 14 (fourteen) consecutive day periods of parent-time. The

specifics of the schedule and location of Jason's summer parent-time will be agreed upon in consultation with the PGAL based upon S.K.T.'s comfort level. Jason will not have restrictions on where he can take S.K.T. but will always be accompanied by a friend or family member known to S.K.T. on the trip. Jason shall provide all travel itinerary information, as well as the contact information of individuals who will know of their whereabouts, to Carrie. Carrie shall have two (2), separate 14 (fourteen) day blocks of time on her priority years and all other summertime not consisting of Jason's two (2) separate 14-day blocks. In Odd years, Jason can elect his summer parent-time by March 1<sup>st</sup>, and Carrie can elect her summer parent-time by March 15<sup>th</sup>. In Even years, Carrie can elect her summer parent-time by March 1<sup>st</sup>, and Jason can elect his summer parent-time by March 15<sup>th</sup>. This schedule will remain in place regardless of Jason's residence.

7. Other Utah Parent Time. Whenever Jason is in Utah for whatever reason, the parties will make efforts to have S.K.T. spend time with Jason and for Jason to actively participate in S.K.T.'s life. Jason's parent-time while visiting Utah shall be for reasonable amounts of time and without unreasonable restrictions.

8. Alternative Parent Time is Jason relocates to Utah within 25 miles of the minor child's current school, contingent upon Jason completing the transition parent-time as set forth above. Parent-time will initially be pursuant to U.C.A. §81-9-302 and subsequently to U.C.A. §81-9-303 based upon the PGAL's recommendation in consultation with all therapists involved with the family.

9. Carrie Traveling. After either Alternate Parent Plan is in effect, when Carrie is planning care for S.K.T. for Carrie's out-of-town travel, and there is a window of no less than 75

days in advance of the trip, Jason shall be given the opportunity to care for S.K.T. in Utah, contingent on Jason's care not being disruptive to Sierra's school schedule. An affirmative response from Jason will be provided to Carrie 60 days prior to the start of Carrie's trip or she will make other arrangements for S.K.T.'s care.

10. Private Guardian ad Litem. The parties shall continue the appointment of the private guardian ad litem ("PGAL"), Nicole McBride for limited purposes contemplated herein and pursuant to the current Order Appointing the Private Guardian. The PGAL shall have the ability to enforce cooperation on therapy with additional Orders from the Court. The parties anticipate that Nicole McBride will transition the case to Danielle Hawkes or a mutually agreed upon replacement private guardian ad litem if Danielle Hawkes is not available to remain on the case for the limited purposes contemplated herein for the PGAL and that Nicole McBride will withdraw by December 31, 2025.

11. Communication. Any communication necessary to facilitate the terms of their Agreement and this Decree of Divorce will be discussed directly between the parents and will not use their child to deliver messages. Shall parental tension remain high, Jason and Carrie will use either Our Family Wizard or Talking Parents to communicate. S.K.T. can have a child account to communicate with both parties and see the parent-time schedule. The parties shall use the co-parenting app to the fullest extent, including the use of the calendar, expenses, sharing documents, messages and calls.

12. Telephone and Virtual Contact with S.K.T. Virtual parent-time shall be handled as follows:

- a. S.K.T. and Jason shall have virtual contact three to four times a week. This virtual parent-time shall be scheduled at specific times and dates.
- b. S.K.T. shall be provided with private space to talk to Jason (and Ann).
- c. Carrie can help S.K.T. come up with topics to talk to Jason about.
- d. The virtual parent-time shall be initiated by Jason.
- e. S.K.T. shall have the ability to call, text, or otherwise communicate with Jason at any time outside of the scheduled virtual parent-time.
- f. Jason shall also have the ability to communicate with S.K.T. outside of the scheduled virtual parent-time.

13. S.K.T. Information. The parties shall both have access to medical records, school records, court records, and any other information or records concerning their child and both parents listed as required contacts for the child. Carrie shall provide Jason with S.K.T.'s school, extracurricular, work, and social event calendar on a quarterly basis so that Jason can attend as many events as possible.

14. Decision Making. The major decisions concerning their child's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. Both parents shall communicate with each other and discuss the well-being of the minor child in regard to all major decision(s) that need to be made on behalf of the minor child. In the event the parties do not mutually agree as to legal decisions regarding the minor child as to educational, medical, and/or religious decisions, Carrie shall have final say. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities and/or authority to make emergency decisions when the child is in his or her care.

15. Special Events. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

16. S.K.T. Flights. The parties shall work with S.K.T.'s therapist and the Guardian ad Litem to determine S.K.T.'s comfort with flying as an unaccompanied minor before allowing her to do so.

17. Therapy for Minor Child. S.K.T. shall participate in individual therapy in person and outside the home. Individual therapy shall be weekly. S.K.T. shall participate in this therapy until therapeutically released. S.K.T.'s therapist cannot be the same person as either party's therapist or the family therapist discussed in paragraph 20 and 21 below.

18. Therapy for the Parties. Both Jason and Carrie shall participate in individual therapy. Individual therapy shall be weekly. Jason and Carrie shall participate until therapeutically released.

19. Therapy for S.K.T. and Jason. S.K.T. and Jason shall participate in family therapy. S.K.T. shall be in person with the therapist while Jason may attend virtually. Family therapy shall be weekly. S.K.T. and Jason shall participate until therapeutically released. When possible, Jason shall participate in person. Carrie may be invited to participate at the direction of the therapist.

20. Therapy Costs. Jason will cover the costs of family therapy and Carrie will pay for the costs of S.K.T.'s individual therapy. Each party shall pay for their own individual therapy and will continue therapy until released or until the Private Guardian Ad Litem recommends therapy be discontinued.



21. Cooperation with PGAL. Carrie and Jason shall sign two-way releases of information for all therapists and PGAL to share information.

22. S.K.T.'s Relationship with Ann. S.K.T.'s relationship with Ann shall be encouraged regardless of the parent-time she is spending with Jason. S.K.T. shall be provided opportunities to visit Ann in person, by phone, and virtually on a consistent basis to maintain the strong relationship that currently exists.

23. Education Plan. For the purposes of school attendance, Carrie shall be considered the primary residential parent. Each party can check the child out of school during their parent-time. Any decisions regarding school shall be made according to the decision-making provisions herein.

24. Relocation. Regarding the possibility of relocation, the parties shall give one another a minimum of 60 days advance written notice if they plan to move out of Utah or over 150 miles away from their current addresses. All the provisions of Utah Code Section 81-9-209 shall also apply except the parties have agreed that Jason's parent-time shall remain as contemplated herein regardless of if he ever relocates.

25. Punishment. Neither parent shall use corporeal or physical punishment against S.K.T.

26. Mutual Restraining Order.

a. Parents shall not share court documents with S.K.T. or leave them where she may find them. Parents shall not question S.K.T. regarding meetings with the PGAL.

b. Both parties are restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, but not limited

to, speaking derogatorily about the other parent in front of the child or speaking to the child about the issues in this case, or from attempting to influence the child's preference regarding custody or visitation.

c. Both parties shall be supportive and encouraging of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes their best interest.

d. Both parties are restrained from discussing divorce issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning or interrogating the child.

e. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.

f. Neither party shall enter the residence and/or work location of the other party unless they are invited to do so by the other party.

g. Both parties are mutually restrained from allowing third parties to do in front of the child what they themselves are prohibited from doing under this section and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the child from such circumstances unless through therapists.

h. Both parties have agreed to keep the other party informed regarding their current physical address, phone number and email address within 48 hours of their move.

i. Both parties are mutually restrained from disparaging one another to anyone under any circumstances at any time.

27. Child Support. No support is ordered. Each party will provide for the necessities for the minor child while in their care and share expenses as stated herein to ensure the child's needs are fully met without Court ordered support. In lieu of child support, Jason will incur family therapy costs and travel costs for parent-time while parent-time is occurring exclusively in Utah and while Jason is living out of state. To ensure he is able to exercise parent-time and attend family therapy, child support shall not be enforced while Jason lives out of state. Therefore, complying with the guidelines would be inappropriate and the presumption in favor of the guidelines is rebutted per Utah Code § 81-6-602. For the purposes of the Statement of Compliance, the parties' incomes on their previously filed Financial Declarations will be utilized. Future support upon Jason's relocation to Utah, if it occurs, is reserved.

28. Child Tax Credit. Carrie is awarded the child tax credit for the years that Jason lives outside of Utah, and no child support is Ordered. Thereafter, if Jason relocates to Utah and child support commences, the parties will share the child tax credit and tax benefits for the minor child. At that time, Carrie shall be entitled to claim the minor child in odd-numbered years and Jason shall be entitled to claim the minor child in even-numbered years. Jason shall only be entitled to claim the minor child as a child tax credit or dependent as long as he is current on his child support obligation by the end of the calendar year in which he is claiming the minor child as a child tax credit or as a dependent.

29. Medical/ Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the child. Currently Carrie is providing health insurance for the minor child.

a. Carrie shall pay the entire premium on behalf of the minor child so long as it remains available at a reasonable cost through her employer. If Carrie no longer has insurance through employment, the parties will obtain a replacement policy and split the costs equally per Utah Code § 81-6-207.

b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.

c. The parent who incurs medical and dental expenses must provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated. All expense reimbursement and submission will be shared through Our Family Wizard or TalkingParents if an app is in use.

d. Pursuant to Utah Code §15-4-6.7, the parties may elect that medical/dental and school expenses be created in separate accounts for payment by each parent as long as the provider receives a copy of this Decree of Divorce at or before the day on which the provider first renders medical/dental services or issues a bill for school fees.

30. Other Child Related Expenses. Each party shall pay for their own childcare expenses. Carrie shall pay for S.K.T.'s school fees while she has sole physical custody. Carrie will pay for S.K.T.'s current extracurricular activities (Ski Team, Club Soccer, Summer Soccer Camp, and Summer Nature Camp). While Carrie is solely responsible for the cost, she shall be in charge of which costs are incurred and Jason will ensure that his parent-time not interfere with the minor child's participation in these activities. Once Jason makes \$85,000 in gross income per year (per IRS form 1040) or as otherwise defined by Utah Law, Jason will spend 5% of his gross income above \$85,000 on S.K.T.'s extracurricular activities up to \$7,500 per year. Jason will have an affirmative duty to share his income verification with Carrie when the threshold is reached.

31. Marital Real Property. During the course of the marriage, the parties acquired a marital home located at 5494 West 2575 North, Eden, UT. The real property is awarded to Carrie, free and clear of any claim by Jason. Carrie shall be responsible for all utilities, property taxes, insurance, and all upkeep associated with the home, and shall indemnify and hold Jason harmless from any obligation due and owing. The parties have agreed and stipulated that the marital equity of the marital home is \$1,350,000.

32. Rental Properties. During the course of the marriage, the parties acquired the following rental properties:

- a. 148 Home St., Pittsburgh, PA.
- b. 150 Home St., Pittsburgh, PA.
- c. 152 Home St., Pittsburgh, PA.
- d. 310 Kings Hwy., Pittsburgh, PA

There are no mortgages or other liens on any of the Pittsburgh properties. These properties shall be sold with the net equity divided equally as provided below. The parties have agreed to work together to sell the Pittsburgh properties for the best possible price targeting a sales listing date of April 1, 2026:

a. The parties shall mutually agree on a real estate agent to coordinate the sale of all four (4) Pittsburgh properties. If the parties cannot agree on an agent, then Carrie shall choose three (3) real estate agents and present her choices to Jason. Jason will have ten (10) days to choose between the three choices. In the event that Jason does not choose an agent within ten days, Carrie can then choose the real estate agent of her choice to move forward with listing.

b. The parties shall follow all reasonable recommendations made by the real estate agent, including listing price and price reductions, staging, showings, necessary repairs for sale, offers and counteroffers, etc.

c. Upon the closing of each property, the net proceeds shall be divided equally between the parties with each receiving 50% of the net proceeds at closing.

d. Jason's mother is on title to the 150 Home St. property, Any amount owed or paid at closing shall be paid 50% to Jason's mother and 50% to Jason and Carrie (to be divided 70% to Carrie and 30% to Jason).

33. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. All personal property has already been equitably divided. Each party is awarded all property in their possession or control. Other property shall be awarded as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2003 Toyota Tacoma	Jason
2021 Ford F-150	Carrie
2023 Tesla Y	Carrie
Construction Tools and supplies in garage and under home	Jason
Garden tool and tools needed for everyday use in Eden home	Carrie
Any personal property given to Jason by his mother or other family members (cookware, artwork, etc...)	Jason

34. Debts. The parties acquired debts during the marriage. No joint debts remain.

Each will assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
All debts and credit card(s) in the name of Carrie, including Carrie's 401(k) loan	Carrie
All debts and credit card(s) in the name of Jason and any debts associated with his interests in Tavenner Apartments.	Jason

a. Accumulation of Debt. Neither party will incur any additional liability on joint credit cards, if any. For any credit cards, which the other party is listed as an authorized user, the party shall immediately remove the other party as an authorized user within ten (10) days from the date of the parties' Agreement.

b. Other Debts. The parties are aware of no joint debts, and each shall pay any and all other separate debts in their own names as outlined above. If other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Individual Credit Cards. Each party shall be responsible for their individual credit card(s) in their individual names as outlined above.

35. Financial Accounts. The parties have the following financial accounts, which shall be distributed as outlined below as follows:

<i>Financial Institutions/accounts</i>	<i>Awarded to:</i>
All bank accounts in the name of Carrie as follows: BofA #5358, and all cash in her possession.	Carrie
Merrill Lynch #0594	\$140,000 to be transferred to Jason within 30 days of this Agreement.
All bank accounts in the name of Jason as follows: PNC Bank #2454, Jason's Venmo account, Charles Schwab #0103 and all cash in his possession.	Jason

36. Retirement/Investment/Pension Accounts. During the course of the marriage, the parties acquired the following retirement/investment/pension accounts which shall be divided as of the date of this Decree of Divorce as follows:

<i>Retirement/Investment/Pension Accounts</i>	<i>Awarded to:</i>
Empower 401(k)	\$250,000 to be transferred by QDRO or other division order to Jason and balance and any future contributions to Carrie
Charles Schwab IRA #5263	Jason
Charles Schwab Roth #5720	Jason
Fidelity #3559	Carrie
Merrill Lynch #9203	Carrie
Merrill Lynch Roth #9205	Carrie



Vanguard #5130	Carrie
FHLB Pentegra Pension	Carrie
Charles Schwab #0103	Jason

37. Preparation of the QDRO. The parties shall jointly hire Rori Hendrix or other agreed upon third party if Rori is not available to prepare any Qualified Domestic Relations Order(s) (QDROs) necessary to divide the Empower 401(k). Each party shall equally pay Rori Hendrix's cost to prepare any QDRO within ten (10) days of her engagement letter to the parties.

38. Alimony. Neither party is awarded alimony, past, present or future.

39. Property Settlement. Carrie is ordered to pay Jason a property settlement to equalize the marital estate in the amount of \$700,000 (seven-hundred thousand dollars). This amount shall be paid as follows:

a. The \$700,000 (seven-hundred thousand dollars) to be partially paid upon each sale of the Pittsburgh Properties as outlined below.

b. Following the sale of each Pittsburgh property as contemplated in paragraph 18, each party shall receive 50% of the net proceeds. Net proceeds are defined as the amount remaining after any and all costs of sale and unpaid expenses for the properties (such as commission, property taxes, renter contract reimbursements, closing fees, etc.) are deducted. The net proceeds at closing for each property shall be divided equally.

c. 50% of the proceeds owing to Jason's mother, Catherine Ann Tavenner, for her ownership in the 150 Home St. property shall be paid directly to her at closing. Carrie and Jason shall receive the other 50% of the net proceeds from the 150 Home St. property, which shall be divided 70% to Carrie and 30% to Jason.

d. Carrie shall pay Jason 60% of any net proceeds from her share of each sale of the Pittsburgh properties that she receives within ten (10) days of receiving them. Carrie shall be entitled to hold back and keep 40% of the proceeds for her share of capital gains taxes.

e. This division of the net proceeds shall continue, with 60% of Carrie's proceeds from each sale to be paid to Jason to satisfy to the property settlement amount owing until all four (4) properties are sold or until Carrie pays off the property settlement amount in full, whichever is sooner. The parties will keep a detailed accounting of the property settlement payoff and Jason shall sign an appropriate partial satisfaction of judgement upon receipt of each payment toward the property settlement amount.

f. Once all four (4) Pittsburgh properties are sold, if Carrie still owes Jason any remaining amounts for the property settlement, she shall pay the remainder of the property settlement within sixty (60) days of her last transfer to Jason from rental property proceeds. Carrie shall have the option of paying off the property settlement sooner than the sale of all four (4) properties or from other sources without penalty for prepayment.

g. Each party shall receive a separate 1099 form for one half the proceeds from the sale of each property and shall carry one half the capital gains on their separate tax returns. Any gain assessed to his mother, Catherine Ann Tavenner, shall be assumed by Catherine Ann Tavenner.

h. While the properties are being sold, the parties shall continue to rent the properties to cover the costs of the expenses of these properties. If any expenses of a

property are not covered by the rents received or otherwise covered by the tenants for the properties, the out-of-pocket costs shall be divided equally between the parties. Any net income from the rental properties prior to the sale of a property shall be distributed to Jason from the date of the entry of the Decree until the sale. Any taxes on income collected from the properties prior to the sale that has been received by Jason shall be assumed by Jason.

i. Jason shall compile and provide any records necessary to account for the rental income and expenses for each property that are addressed in this Decree of Divorce and to show improvements to the properties or other investments in the properties that may mitigate capital gains taxes for the rental properties. This accounting will be provided to Carrie no later than the signing of a real estate purchase contract for a property so the appropriate tax planning and closing instructions can occur.

j. Any reimbursements or refunds received by a party after the sale of a property shall be divided equally between the parties.

40. Separate Property. Jason is awarded any ownership interest, income, or other interest in Tavenner Skyline Apartments and all associated entities. Jason is ordered to assume, pay and hold Carrie harmless and indemnify her from any debts, taxes, or other liabilities, whether now known or arising in the future, associated with Tavenner Skyline Apartments. Each party is awarded all Separate or Premarital Property they may have that is not specifically addressed herein.

41. Health Insurance. Jason will remain on Carrie's health insurance until May 1, 2026. The final divorce decree will be submitted on or about May 2, 2026. The final documents

will be prepared and approved for filing upon entry of this agreement so they are ready for submission.

42. 2025 Taxes and Future Taxes. The parties are ordered to file a married filing jointly tax returns for 2025 and will file separate tax returns for the year 2026 and forward. Jason is ordered to pay the 2025 and 2026 income taxes associated with rental income, Tavenner Skyline income, and income associated with his investment accounts. Carrie is ordered to pay the 2025 and 2026 income taxes associated with her income and her investment accounts. The parties do not anticipate receiving a refund for 2025. Shall one be owing to the parties for 2025 from either Federal or State filings, the funds will be divided on a pro rata basis consistent with the proportionate share of taxes paid by each party in 2025.

43. Deeds, Keys, and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined above and are necessary to implement this Decree of Divorce along with any and all vehicle keys awarded within thirty (30) days of the entry of this Decree.

44. Independent Advice of Counsel. The parties have respectively acknowledged that they had independent legal advice by counsel of their own selection to be fully informed as to their legal rights and obligations. The parties acknowledged that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.

45. Attorney's Fees and Costs. Each party is ordered to assume his or her own costs and attorney's fees incurred in this action.

IT IS HEREBY ORDERED:

That Judgment be entered accordingly.

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End of document - *See electronic signature, date and seal on first page.*

APPROVED:

/s/ Katherine McLain\*                      11/17/25

KATHERINE MCLAIN                      Dated

*Attorney for Respondent*

*\*Signed with the written permission of Katherine McLain*

### **CERTIFICATE OF SERVICE**

I hereby certify that on the 11<sup>th</sup> day of November, 2025 a true and correct copy of the foregoing was served pursuant to statute by the method indicated below, to the following:

Katherine J. McLain  
LONG OKURA P.C.  
1981 Murray Holladay Rd., Suite 120  
Salt Lake City, UT 84117  
[katie@longokura.com](mailto:katie@longokura.com)  
*Attorneys for Respondent*

\_\_\_ U.S. Mail, Postage Prepaid  
X Electronically (email)  
\_\_\_ Hand-Delivered  
\_\_\_ Facsimile Transmission  
\_\_\_ Overnight Mail

Nicole McBride  
HUTCHINSON COTTINGHAM HALL  
MCBRIDE  
2150 South 1300 East Suite #120  
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*PGAL*

\_\_\_ U.S. Mail, Postage Prepaid  
X Electronically (email)  
\_\_\_ Hand-Delivered  
\_\_\_ Facsimile Transmission  
\_\_\_ Overnight Mail

/s/Stefan J. James  
Stefan J. James, Esq.