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Attorney-Mediator for the Parties

**IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR
WEBER COUNTY STATE OF UTAH
OGDEN DEPARTMENT**

In the Matter of the Marriage of RAELYN HESLOP, Petitioner, and MITCHEL HESLOP, Respondent.	DECREE OF DIVORCE Case Number 264901328 Judge Matthew J. Hansen Comm. Brandon Richards
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THE ABOVE-CAPTIONED MATTER came before the Court in support of the Verified Stipulated Petition for Divorce, filed with the Court. The Court, now being fully advised in the premises, having previously made and entered its Findings of Fact and Conclusions of Law, and for good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

Marriage Terminated

1. The marriage of the parties is hereby terminated, and the parties are granted a Decree of Divorce, said Decree to become final automatically upon the date of signing and entry by the Court, pursuant to Utah Code 81-4-406(5)-(6).

Minor Children

2. Raelyn and Mitchel do have two children together whose initials and dates of birth are as follows:

- a. C.J.H. born on May 21, 2013.
 - b. S.M.H. born on September 15, 2016
3. The parties are not expecting any other children.

Custody

4. The parties shall share joint and equal physical and legal custody of the minor children.

Parent Time

5. The parties shall split parent time equally and, barring an agreement to the contrary, shall exercise parent time on a one week on one week off rotation.

Holidays

6. The minor children shall spend holidays, birthdays of family members, vacations, and other special occasions with the parties as per the parties' mutual agreement. If the parties are unable to agree to a schedule with regard to holidays and other special occasions, the parties shall follow the guidelines as per Utah Code Ann. 81-9-303, as set forth herein, with Raelyn acting as the custodial parent and Mitchel acting as the non-custodial parent, for interpretation of the statutory holiday schedule only.

<i>Holiday</i>	<i>Holiday Time Period</i>	<i>Odd Years</i>	<i>Even Years</i>
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) the time that school is dismissed for Dr. Martin Luther King Jr. Day; or, (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering of the child to school on the day that school resumes.	Father	Mother
President's Day	(1) Holiday begins at: (a) the time that school is dismissed for Presidents' Day; or (c) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the child to school on the day that school resumes.	Mother	Father
Spring Break	(1) Holiday begins at: (a) the time school is dismissed for Spring Break; or, (b) 5:30 p.m. on the day that school dismisses for Spring Break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the child to school on the day that school resumes.	Father	Mother
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (c) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Mother	Father
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	Mother	Mother
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day (2) Holiday ends on Father's Day at 8:30 p.m.	Father	Father

Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day.	Mother	Father
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Father	Mother
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Mother	Father
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the child to school on the day that school resumes.	Father	Mother
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for Fall Break; or, (b) 5:30 p.m. on the day that school dismisses for Fall Break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the child to school on the day that school resumes.	Father	Mother
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 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Mother	Father

Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or, (b) 5:30 p.m. on the day that school dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Mother	Father
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or, (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.	Father	Mother
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Mother	Father
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Mother	Father
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Father	Mother

7. The exception to the holiday schedule detailed in that the Christmas holiday shall be shared with one parent exercising Christmas Eve and the other parent exercising Christmas Day.

Parenting Plan

8. Pursuant to Utah Code 81-9-203 *et seq.*, the following parenting plan is proposed by the parties and the parties verify that this Parenting Plan is being filed in good faith.

a. The parents shall exchange information concerning the health, education, and welfare of the minor children.

b. The parents shall discuss with each other and mutually make the significant decisions regarding the minor children, including, but not limited to, the children's present and future physical care, support, education, health care, and religious upbringing.

c. The parties shall refrain from contacting each other in a repetitive, threatening, or harassing manner, or about topics unrelated to the care of the minor children or their mutual financial obligations to one another.

d. Each parent shall allow, encourage, and assist the minor children in communicating with the other parent via phone, Facetime, video conferencing and any other reasonable method to encourage bonding with the parent not currently exercising parent-time. Neither party shall unreasonably or unduly restrict the minor children from communicating with the parent not exercising parent-time.

e. Day-to-day decisions regarding the care, control and discipline of the parties' children shall be made by the parent with whom the children are residing at the time. Either parent may make emergency decisions regarding the health or safety of the

children.

f. Decisions made by the parents either mutually or individually shall minimize the disruption of a children's attendance at school and other activities, the children's daily routine, and the children's association with friends.

g. For as long as Raelyn remains in the marital residence, that residence shall be used to determine the minor children's school boundaries and school selection.

h. Parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution.

i. The parent-time schedule shall be utilized to maximize the continuity and stability of the children's life.

j. The children shall spend holidays, birthdays of family members, vacations and other special occasions with the parties as per the parties' mutual agreement. If the parties are unable to agree to a schedule with regard to holidays and other special occasions, the parties shall follow the guidelines as per Utah Code Ann. 81-9-303, as set forth herein, with Raelyn acting as the custodial parent and Mitchel acting as the non-custodial parent, as set forth herein.

k. Any parental duties or rights not specifically addressed in this plan shall be discussed and mutually decided by both parents.

l. The parties shall negotiate disagreements in good faith between them and if they are unable to reach an agreement, they shall mediate before resorting to litigation.

m. Should either parent feel that a decision made under this parenting

plan is contrary to the best interests of the minor children, that parent may arrange for mediation of the matter through a mutually agreed upon mediator or mediation service. Should the parents be unable to agree upon a mediator or mediation service, the parent requesting mediation shall arrange for mediation through a court-approved mediator or mediation service. A written stipulation shall be prepared of any agreement reached in mediation which shall be signed by both parents and a copy provided to each parent. The parents shall share the costs of mediation equally.

n. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through mediation, unless both parents agree in writing on a different method of dispute resolution, which may include counseling, arbitration, or court review.

o. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing party. If a dispute is brought before the court and there is no finding of "use or frustration of the dispute resolution process without good reason," the court may order that costs be shared equally and that each parent pay his or her own attorney's fees, or in the court's discretion the court may award costs and attorney's fees to the prevailing parent. The court has the right of review from the mediation or counseling.

p. Notwithstanding any provisions contained herein requiring mediation prior to litigation, if a party requests mediation in writing twice and the other party does not respond or refuses to mediate, the requesting party may proceed to court.

Child Support

9. The parties' income for child support purposes is as follows:
 - a. **Raelyn:** \$10,703/month from her employment at Intermountain Healthcare.
 - b. **Mitchel:** \$6,413/month from his employment at FFKR Architects.
10. Pursuant to Utah Code 81-6-204 *et seq.*, Raelyn is obligated to pay Mitchel \$310 per month child support beginning the first month after both the Decree is entered and Mitchel has vacated the marital residence.
11. Unless the Court orders otherwise, support for each child terminates at the time (1) a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. 78A-6-801 *et seq.* Child support payments shall begin the month immediately following the entry of the order for child support. The monthly child support shall be paid one-half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.
12. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code Ann. 62A-11-502 parts 4 and 5 (1953 as

amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payors. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month.

Medical Expenses for Minor Children

13. Pursuant to Utah Code Ann. 81-6-208 *et seq.*, Raelyn and Mitchel shall provide and maintain health/medical insurance for the benefit of the minor children. The party able to provide the best coverage at the most reasonable cost shall do so. Further, Raelyn and Mitchel shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The parent who provides the insurance coverage shall receive credit against the base child support award for the other parent's portion of the premium, or recover the other parent's share of the premium in addition to the child support obligation. The children's portion of the premium is a per capita share of the premium actually paid. The premium expense for the children shall be calculated by dividing the premium amount by the number of persons covered by the policy

and multiplying the result by the number of children in the instant case.

14. Raelyn and Mitchel shall divide equally all medical, dental, orthodontic, and optical expenses of the minor children which are not covered by insurance.

15. The parent who incurs necessary medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment, as set forth in the Utah Code Ann. 81-6-208 *et seq.*

16. The parent that incurs medical expenses, may be denied the right to receive credit for the expenses, or to recover the other parent's share of the expenses, if that parent fails to provide written verification and payment within thirty (30) days of payment, as set forth in Utah Code Annotated 81-6-208 *et seq.*

17. The parent who incurs the medical expenses shall be reimbursed within thirty (30) days of the verification of the cost and payment to the other parent.

18. Raelyn and Mitchel shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses, as set forth in Utah Code Annotated 81-6-208 *et seq.*

19. Notwithstanding any foregoing provisions regarding sharing equally in the children's portion of the monthly medical premiums, Raelyn agrees to insure the minor children with no expectation of repayment for the children's monthly medical premiums, for as long as medical insurance is available to her from her current employer.

Childcare Expenses

20. Childcare expenses shall be shared pursuant to Utah Code Ann. 81-6-209.

Relocation

21. If either party moves more than 150 miles from the other parent, the relocating party shall comply with the 60-day advance written notice requirements of Utah Code Ann. 81-9-209. If the parties share joint physical custody at the time of the proposed relocation, the relocating party must also file a Petition to Modify Custody before seeking any change in the existing custody arrangement.

Tax Exemption for Dependent Children

22. Each party shall claim the minor children every other year for tax purposes, with Raelyn claiming the children for odd tax years and Mitchel claiming the children for even tax years. In the event either party does not receive any benefit from claiming the minor children during their tax election year or the other party is in a position to benefit more, the parties may agree to have the party who stands to benefit more claim the minor children and the parties shall split the realized tax benefit.

23. At such point as there is only one minor child left for tax purposes, the parties shall rotate the remaining child every other year, with Raelyn claiming the child for odd tax years and Mitchel claiming the child for even tax years.

24. The party owing child support at any given time shall not be eligible to claim the minor children for tax purposes if any child support obligation is delinquent as of December 31st of the applicable year.

Miscellaneous Child-Related Provisions

25. Expenses for agreed-upon extra-curricular activities shall be split equally.

Real Property

26. The parties stipulate that they own one piece of real property at 4872 West 4825 South, Hooper, Utah. Raelyn shall retain the real property and be solely responsible for the mortgage, property taxes, and all expenses related to the property.

27. If allowed by the current mortgage company, Raelyn shall take steps to assume the mortgage and remove Mitchel from the mortgage obligation, provided doing so does not require a full refinance, increase the current rate, nor require any fees beyond nominal amounts to facilitate the assumption and/or removal process.

28. On or before July 31, 2029, Raelyn shall pay Mitchel his half of the equity in the home which is to be calculated as follows:

a. If Raelyn opts to refinance in order to pay Mitchel his share of the equity, the appraisal related to the refinance transaction shall be used to determine the market value at the time of the refinance. Mitchel shall then be entitled to half market value at that time, after subtracting the current mortgage payoff amount of \$523,000. For clarification, the market value shall be determined based upon the appraisal done at the time of the refinance, but the net equity shall be determined by subtracting from that market value, the current mortgage payoff as of today's date. This calculation is being used to allow Mitchel to realize any market appreciation on the home but not benefit from monthly principal reductions made by Raelyn.

b. If Raelyn opts to sell the home in order to pay Mitchel his share of the equity, she shall pay Mitchel half of any net equity after real estate commissions, closing costs, and tax or utility prorations, after subtracting the current mortgage payoff amount of \$523,000. For clarification, the market value shall be determined based on the market conditions at the time of the sale (as determined by a willing buyer selected from the open market) but the net equity that is split shall be determined using the current mortgage payoff as of today's date. This calculation is being used to allow Mitchel to realize any market appreciation on the home but not benefit from monthly principal reductions made by Raelyn.

29. In exchange for Mitchel's willingness to wait on his full split of the marital home equity, Raelyn shall pay Mitchel \$10,000 as a settlement amount within 30 days of the signing of the parties' Stipulated Agreement.

30. Mitchel shall have up to 30 days to secure a new residence from the date of receipt of the \$10,000 settlement payment, and then up to an additional 30 days to vacate the marital home, for a total of no more than 60 days to vacate the marital home after receipt of the \$10,000 payment.

Personal Property

31. The parties stipulate that they have divided or shall divide their personal property as follows:

a. **Automobiles.** Automobiles shall be divided as follows and each party shall be responsible for the related maintenance, payments, and upkeep of those vehicles

they retain:

- i. Raelyn shall retain the 2021 Honda Civic.
- ii. Mitchel shall retain the 2020 Honda Passport.

b. **Household Goods.** During the course of the marriage, various items and household goods have been acquired and that, other than those delineated herein, those items shall be divided fairly and reasonably between the parties.

c. **Family Pet(s).** The family pet shall remain joint property and shall travel with the children during parent-time for as long as both parties desire to have time with the dogs and have the ability to do so at their place of residence. The part who is currently caring for the pet(s) at any given time shall be responsible for providing food and other basic needs for the pet while the pets are in their possession.

Retirement Accounts

32. Retirement accounts and/or pensions shall be the property of each party with Raelyn solely retaining any funds in her retirement account and Mitchel solely retaining any funds in his retirement account.

Bank Accounts

- 33. Raelyn shall retain her bank account at Golden West Credit Union.
- 34. Mitchel shall retain the bank account at America First Credit Union.

Debt

35. The first mortgage to Freedom Mortgage, secured by the marital home, shall be the sole responsibility of Raelyn.

36. Raelyn shall be solely responsible for the current balance on the America First Credit Union overdraft account.

37. Raelyn shall be solely responsible for the current balance on the Ashley Furniture account.

38. Mitchel shall be solely responsible for the current balance on the America First Credit Union credit card.

39. Raelyn and Mitchel shall be solely responsible for any debts solely in their own names other than those detailed herein.

40. All debts have been satisfactorily divided with the above listed provisions and there remain no outstanding agreements or expectations of reimbursement that are not listed herein.

Spousal Support

41. Neither party is awarded alimony either now or in the future.

Cooperation

42. The parties shall cooperate with the other to effect change in titles to property agreed to be divided herein, to change the names and responsibilities for payment upon bank statements, credit cards, and any debts divided herein, and to cooperate in each

and every other way necessary or proper to ensure that the Decree of Divorce is carried out in every detail.

Execution of Documents

43. The parties shall execute all documents as may be necessary to implement, accomplish, carry out, and complete all the provisions and/or paragraphs contained in the Order of the Court to be entered herein.

******* END OF ORDER *******

******* SIGNATURE OF JUDGE APPEARS ON TOP OF FIRST PAGE *******

Approved as to form and content:

/s/ Raelyn Heslop
RAELYN HESLOP
Petitioner
Signed by Corbie Coy with permission
obtained on 8/5/2026

8/5/2026
DATE

/s/ Mitchel Heslop
MITCHEL HESLOP
Respondent
Signed by Corbie Coy with permission
obtained on 8/5/2026

8/5/2026
DATE

NOTICE PURSUANT TO RULE 7 OF THE UTAH RULES OF CIVIL PROCEDURE:

Notice is hereby given that pursuant to Rule 7 of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by the Respondent shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of AUGUST 2026, I caused to be delivered a true and correct copy of the foregoing document to:

RAELYN HESLOP
Petitioner

Email: raelynheslop@gmail.com

MITCHEL HESLOP
Respondent

Email: mitchelheslop@gmail.com

/s/ Corbie Coy_____

CORBIE COY
Attorney-Mediator for the Parties