

The Order of the Court is stated below:

Dated: August 23, 2022
08:02:08 PM

/s/ ROGER W. GRIFFIN
District Court Judge



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IN THE FOURTH JUDICIAL DISTRICT COURT OF WASATCH COUNTY

STATE OF UTAH

<p><i>In the matter of the marriage of:</i></p> <p>JENNIFFER REBECCA ROWSER</p> <p>Petitioner,</p> <p>v.</p> <p>BRIAN WAYNE ROWSER</p> <p>Respondent.</p>	<p>DECREE OF DIVORCE</p> <p>Civil No. 194500006 Judge Roger W. Griffin</p>
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This matter comes before the court for final entry of the Decree of Divorce. The parties participated in a hearing on Motions in Limine, Motion to Strike, Final Parenting Plan and Final Statutory Provisions on January 21, 2022, and Trial on March 16, 2022, March 17, 2022, and March 18, 2022 before the Honorable Judge Roger W. Griffin wherein the Court made final orders. In addition, the parties also signed a Final Stipulation Re Personal Property and Other Issues on February 16, 2022, and a Final Stipulation of Unresolved Issues (signed July 15, 2022), which were previously filed. The Court having reviewed the Stipulations and having previously entered its Findings of Facts and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. 1. The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner and Respondent are hereby dissolved, and the Petitioner is hereby

awarded a Decree of Divorce from Respondent on the grounds of irreconcilable differences, said Decree to become absolute and final upon entry by the Court in the Register of Actions.

1. Residency. Petitioner (hereinafter referred to as “Jenniffer”) has been a resident of Wasatch County for at least three months prior to the filing of this action.

2. Marriage Statistics. Respondent (hereinafter referred to as “Brian”) and Jenniffer were married on August 21, 1998, in American Fork, Utah.

3. Children. There have been four children born as issue of this marriage, only three of whom are minor children:

2. Name	3. Month/Year of Birth
4. A.W.R.	5. December 2003
6. J.C.R.	7. July 2005
8. C.M.R.	9. July 2008

FINAL PARENTING PLAN

4. Parenting Plan. The Parties shall be bound by the following Parenting Plan.

5. Custody. The parties shall share joint legal custody and joint physical custody with the parties sharing custody during the school year according to U.C.A. §30-3-35.1. During the school year, Father’s overnight midweek parent time will be on Mondays.

6. This joint custodial schedule will start April 15, 2022, to start with Father’s weekend to allow Father to adjust his work schedule.

7. The Court specifically orders that both parties shall work together to make reasonable alterations to the other party’s parent time schedules, including Father’s flight schedule. Father will give his flight schedule to Mother 30 days in advance, or as soon as possible after he receives it if less than 30 days. Brian will only be required to provide his flight

schedule to Jennifer for days when he has the children. Father is admonished not to abuse Mother's accommodations and work diligently to keep a consistent schedule with his children.

8. Summer. The parties will share physical custody equally in the summer according to U.C.A. U.C.A. §30-3-35.2 unless the parties agree otherwise. During the summers, as a general rule, Father will have Monday and Tuesdays and Mother will have Wednesdays and Thursdays, with the parents alternating the weekends to Monday morning.

a. Each parent is entitled to two weeks of uninterrupted time in the summer.

b. The Court orders that Father's parent time at Fish Lake is clearly a decades-long event that the children enjoy, and a week shall always be carved out for Father.

c. As Mother will have the children under U.C.A. 30-3-35.1 during the school year, she shall have the children at least the week before school starts to get them ready for school or into a pattern of getting up and getting ready according to a schedule.

9. The children shall not be able to pick in general their visitation dates. Therefore, the parties shall set up a schedule that best accommodates their schedules and then follow it. School schedules shall be consistent throughout the year with holidays taking precedence unless agreed otherwise. During summer and to the extent possible, a 30-day schedule shall be agreed to. Father is the one with the variable schedule and shall provide to Mother the flight schedule for each month (for periods of time when he has the children), or as soon as he receives it. They shall then put together a joint agreed-upon visitation schedule.

10. Holidays. The parties will follow the U.C.A. §30-3-35.1 holiday schedule, with Father as non-custodial parent for purposes of the holidays only. Holidays take precedence

over other parent time. The holiday schedule is as follows: The following table is the holiday schedule for parent time under U.C.A. 30-3-35.1.

Holiday and Time	Years Noncustodial Parent is granted holiday	Years Custodial Parent is granted holiday
Martin Luther King Jr. Holiday (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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: (a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	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 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: (a) upon delivering the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	Even years	Odd years
Spring Break (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	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 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: (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.	Even years	Odd years
Mother's Day (1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Mother	Mother
Father's Day (1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Father	Father
Independence Day 1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day (1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day (1) Holiday begins Friday at:	Odd years	Even years

(a) 9 a.m. if school is not in session and the parent can be with the 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: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.		
Columbus Day (1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break 1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd years	Even 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
Veteran's Day (1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving 1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Even years	Odd years
Winter Break (First half) (1) Holiday begins at: (a) 6 p.m.; or (b) the time school is regularly dismissed 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 7 p.m.	Odd years	Even years
Winter Break (Second half) (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Child's birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day before or after child's birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

11. Joint Decision Making.

a. The parties shall share in joint decision-making responsibilities and there will be no presumptive final decision maker. The parties shall each contribute to making the “major” decisions associated with the Children’s lives including, but not limited to, decisions related to health care, education, religious upbringing, extracurricular activities, general welfare, surrogate care, etc.

b. In the event of a dispute the parties shall first discuss the issue. The parties understand this plan may not fully address all of the issues and conflicts that may arise until the Children reach the age of majority and thus this plan may be altered by the parties’ mutual consent in writing.

c. If they are unable to resolve a parenting dispute, the parties shall submit their dispute to mediation, parent coordination, professional counseling, or arbitration before resorting to the court for resolution. Mediation shall be the default dispute resolution process, but the parties may mutually agree to another form of dispute resolution. If the parties are unable to agree upon a mediator, parent coordinator, counselor, arbitrator or dispute resolution service, the party raising the dispute shall arrange for mediation through an alternative dispute resolution provider approved and selected pursuant to Utah Code of Judicial Admin. R. 4-510.01 through 501.06. The parties shall not delay discussing issues for non-emergency issues that could potentially penalize the child. The parties shall work together as the Children’s parents and do what they can to facilitate their best interests outside the boundaries of whatever conflicts may arise between them. The parties may not always agree on issues related to the Children but will put forth their best efforts to focus on the Children’s needs and not entangle the Children in personal issues. In the dispute resolution process:

d. The process designated herein shall be mandatory, except for disputes related to financial support obligations, or if an emergency exists.

e. A written record shall be prepared of any agreement reached during dispute resolution and a copy shall be provided to each party, who will execute the same prior to leaving the dispute resolution setting.

f. If arbitration is utilized, a written record shall be prepared, and a copy of the arbitration award shall be provided to each party.

g. If the Court finds that a party 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.

h. The parties shall share the costs of mediation or another dispute resolution process equally; and,

i. The district court shall have the right of review from the dispute resolution process.

12. While the Children are in the physical care of a party, that party shall be entitled to make all day-to-day decisions regarding the care and control of the Children, except as otherwise provided herein, and shall also make emergency decisions regarding the health and safety of the Children, if the need arises, but shall notify the other parent as soon as reasonably possible of an emergency and of the emergency decision(s) made.

13. The parties will continue to use their current app, Our Family Wizard, or select a new mutually-agreed-upon app. If they wish to use a new app it shall allow them to download communications without extra cost, and put in fees and costs for medical bills and extracurricular expenses, etc, so that these expenses cannot be deleted by the system once the

data has been entered in and recorded into the app. Each party will pay for their own personal access to the App.

14. Both parties shall keep each other informed of all major events or decisions that affect the Children's physical or mental health or wellbeing.

15. Both parties shall have complete and unfettered access to the Children's educational, medical, legal, and other records.

16. Both parties shall have complete and unfettered access to the people and organizations with which the Children interact, including without limitation, educational, medical and daycare providers, and those responsible for the Children during extracurricular, athletic, civic, and religious activities. The parties shall maintain their own relationships with the Children's providers but shall make a good faith effort to notify each other within 24 hours of receiving notice of all significant school, extracurricular, athletic, civil or religious functions in which the Children are participating or being honored. Both parties shall be entitled to attend and participate fully in such events.

17. Both parties shall make a reasonable effort to communicate directly with the other party, particularly regarding the Children, parenting issues and coordinating parent time exchanges.

18. Both parties shall maintain open lines of communication and shall disclose current telephone numbers, email addresses, mailing address, and if applicable, other means available to contact the Children for purposes of virtual parent-time and shall notify each other within 24 hours of any changes.

19. The parties shall mutually discuss the Children's participation in extracurricular activities such as sports, clubs, music, art, hobbies, etc. The parties shall each pay

one-half of the costs associated with the Children's extracurricular activities that they agree to in advance of enrollment. If the parties are unable to agree on the Children's participation in an extracurricular activity, the parent seeking enrollment may enroll the child at his or her sole expense provided the activity does not entail an unreasonable risk of injury and does not occur during the other parent's scheduled parent time. Payment shall be made directly to providers, if possible, otherwise the party incurring the expense shall provide verification of actual costs to the other party within thirty (30) days of payment and reimbursement shall be made within thirty (30) days of receipt of verification.

20. The parties shall disclose current telephone numbers, email addresses, and if applicable, other means available to contact the Children for purposes of virtual parent time and shall notify each other with 48 hours of any changes to their contact information. The parties shall be entitled to uncensored and unmonitored communication with the Children occurring at reasonable times and for reasonable duration.

21. The parties shall refrain from making disparaging comments about the other party in the presence of the Children and shall maintain civil discourse. The parties shall actively encourage the Children to maintain a relationship with the other parent and shall not alienate the Children, undermine the other parent, or otherwise minimize the value of the other parent's love and affection. Insofar as it may affect any the Children, the parties shall not permit any third party to behave in a manner inconsistent with their own obligations under this Parenting Plan. Father and Mother are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and will have the affirmative duty to use his or her best efforts to prevent third parties from such violation or will remove the children from such circumstances.

22. The parties shall not discuss the instant litigation or parent time disputes with the Children and may not place blame on the other or otherwise fault the other party before the Children for any reason or purpose. The parties shall not use the Children as a go-between and shall make their best efforts to insulate the Children from the impact of any disagreement they may have. If it comes up, they shall simply say that the Court has ordered them not to discuss it with the children.

23. The parties shall actively encourage the Children to maintain a relationship with the other parent and shall not alienate the Children, undermine the other parent, or otherwise minimize the value of the other parent's love and affection.

24. The parties shall make a good faith effort to make the Children available to attend family functions such as funerals, weddings, family reunions, and other important ceremonies or events in the lives of the Children or either parent, even if such events inadvertently conflict with the parties' parent time schedule. Consent to allow any of the Children to attend such events may not be unreasonably withheld unless the event is not significant to the Children asked to attend.

25. The party exercising parent time shall be responsible to pick up the Children from the other party's residence at the beginning of their parent time period and the other party shall have the Children ready and available for pickup. The other parent shall be provided with special clothing, medicine, schoolwork or other supplies needed by any of the Children during the upcoming parent time. The parties may cooperate to decide alternative places and times for exchange. The parties shall make their best efforts to equally share the travel expense and burden associated with exchange-related transportation.

26. The parties shall be flexible and make reasonable efforts to accommodate each other upon reasonable request. Parties requesting accommodations or changes shall provide at least 24-hour advance notice. Such notice shall be given by telephone call or text message. The parties may mutually agree to a shorter period of time sufficient for advance notice. The parties shall make reasonable efforts to notify the other in advance of unexpected changes to pick up and drop off times.

27. If a party does not have the Children ready for pick up more than 15 minutes following the scheduled start of the other parent's scheduled or previously agreed upon parent time, the aggrieved party shall be entitled to an equal amount of make-up time to be exercised at the aggrieved parent's option.

28. The parties may modify the provisions of this Parenting Plan with respect to a parent time schedule. However, any such changes shall be made in writing and mutually agreed to by the parties. Either party may revoke a written modification made pursuant to this paragraph with at least 30 days advance written notice to the other party. If a modification is so revoked, the original provisions of the Parenting Plan will control.

29. It shall be presumed to be in the Children's best interest to remain in the state of Utah. However, if either party desires to relocate with the Children, 60 days' advance written notice shall be provided to the other pursuant to Utah Code Ann. §30-3-37. Once notice of relocation is received, the Court shall schedule a hearing to review the proposed parent time schedule, if any. If the parties are unable to agree on a parent-time schedule, the Court shall enter an order providing age-appropriate parent time to the parties and apportioning transportation costs pursuant to Utah Code Ann. §30-3-37.

30. Each party shall notify the other party via email or text message before removing the Children from the state of Utah on a temporary basis. Written notice shall include the dates the Children will leave and return, the nature of travel, and contact information of any third party who may be responsible for the Children during vacation and shall provide advance notice if the Children will be out of range of telephone, internet or other communication services.

31. Changes in parenting schedules shall be discussed as soon as possible, but no later than 24 hours in advance, except in the case of an emergency. Both parties shall accommodate to the extent possible regarding the other's schedules.

32. Minor children shall not be left home overnight without adult supervision. Parental care is presumed better than surrogate care if an overnight is needed, unless there is an overnight for example with family and friends.

33. The parties shall also engage in family counseling as articulated by the PGAL. In addition, the parties shall immediately consult with each other and start J.R. with a therapist that will be able to assist him.

34. With the sale of the home, both parties may be required to relocate at a distance of up to 75 miles away from Heber. The parties will maintain the same joint custodial arrangement if this occurs and will not trigger a change of circumstances.

35. Any parental duties, rights, or issues not specifically addressed in this Parenting Plan shall be discussed and mutually decided by both parties.

36. If a party fails to comply with a provision of this Parenting Plan, the other party's obligations under the Parenting Plan and any final order shall not be affected.

37. If any provision of this Parenting Plan is determined to be invalid or unenforceable, the remaining provisions shall be unaffected and continue to bind the parties.

CHILD SUPPORT

38. Child Support. For purposes of child support only, the parties stipulated and in and the Court orders trial that they would use the joint custody worksheet with Mother having 220 overnights and Father having 145 overnights (even though this is not reflective of the actual number of overnights awarded to Father). For child support purposes, Father has income from his full-time job with Volantes of \$183,730 (which includes GAMA pay) resulting in monthly income of \$15,311. Mother will have income imputed to her of \$2,500 per month. Father shall pay child support of \$1603 per month, commencing August 1, 2022.

a. If Jenniffer requests modification of support in the future, this imputation of income to \$2500 will not prejudice Brian in a claim that Jenniffer's income shall be imputed at a higher amount.

b. When there is only one child for whom father has an obligation of support, child support will be reduced to \$1,019.

HEALTH INSURANCE AND MEDICAL EXPENSES

39. Medical/Dental Expenses. Pursuant to 78B-12-212, health care coverage for medical expenses of a minor child will be provided by a parent. A parent will provide insurance for the medical expenses of a minor child if insurance is available to that parent at a reasonable cost. In determining which parent shall be ordered to maintain insurance for medical expenses,

the court or administrative agency may consider the reasonableness of the cost; availability of a group insurance policy; coverage of the policy; and the preference of the custodial parent.

a. 1Each parent will share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child will be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. A parent may deduct the other parent's health insurance premium share from the child support obligation if they are the child support obligor and are paying the health insurance premiums as indicated herein.

b. 2Each parent will share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for a dependent child, including deductible and copayments.

c. 3The parent ordered to maintain insurance will provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The parent will notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

d. 4The parent who incurs medical and dental expenses will 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.

e. In addition to any other sanctions provided by the court, a parent incurring 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 comply with Subsection (d).

f. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Respondent will be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Petitioner will be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent will be treated as if it is the plan of the remarried parent and will retain the same designation as the primary or secondary plan of the dependent child.

CHILD CARE

40. Child Care Expenses. The parties will adopt U.C.A. §78B-12-214 as follows:

a. Each parent will equally share the reasonable work-related childcare expenses for the minor children.

b. If an actual expense for childcare is incurred, a parent will begin paying their share within thirty (30) days of proof of the childcare expense, but if the childcare expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.

c. A parent who incurs child care expense shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

d. A parent shall notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change.

e. In addition to any other sanctions provided by the court, a parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses.

TAX CREDITS

41. Child Tax Credits. The parties shall equally share the child tax credits.

a. When there are two minor children who qualify as tax credits, Jennifer will claim C.M.R., and Brian will claim J.C.R. as a child tax credit.

b. When there is one minor child who qualifies as a tax credit, Jennifer will claim the child tax credit for C.M.R. for odd-numbered tax years, and Brian is entitled to claim C.M.R. as a child tax credit for even-numbered tax years.

c. Brian must be current on his child support obligation by December 31st of the tax year in order to claim the child tax credits.

DEBTS

42. Debt. Each party will pay, and hold the other harmless from liability, on any debt he or she individually incurred.

43. Jennifer has credit card debt and marital debt of approximately \$30,000. Jennifer will assume, and hold Brian harmless from liability, on all of her credit card debt. Brian will contribute \$15,000 toward Jennifer's debt which will be paid to her from his share of equity from the sale of the home.

44. Brian will pay the fees incurred by the PGAL.

RETIREMENT

45. Retirement. Both parties have retirement-type accounts. All retirement amounts and accounts that were accumulated during the marriage shall be equally divided.

a. Defined Benefit Plan (Pension). Brian has a Utah Retirement Systems Pension account. Neither party has other pension accounts. Each party shall receive one-half of all benefits and accounts accrued during the marriage pursuant to the Woodward Formula. A Qualified Domestic Relations Order shall be prepared by Petitioner's attorney.

b. Defined Contribution Plans. The parties shall divide the marital portion of the Defined Contribution Plans equally as of the date the Decree of Divorce is entered.

PERSONAL PROPERTY

46. Personal Property. The parties are each awarded the personal property *that is in his or her respective possession on the date of the Stipulation (signed on February 16, 2022)*, provided, however, that Brian will be given the following items from the house: massage chair, treadmill, elliptical machine, all exercise equipment, 3 Gorilla shelves from garage, and weed sprayer for ATVs. Jenniffer represents she has one metal gas can, but she will return any other gas cans to Brian (if found). Brian will return to Jenniffer the drill and Little Giant ladder.

47. The parties will exchange the personal property and vehicles at a mutually agreed time by no later than February 28, 2022, with a member of her ward present.

48. Vehicles. The parties own vehicles which are specifically stated in the chart below and will be awarded as follows:

<i>Item Description:</i>	<i>Value Assigned</i>	<i>Awarded to:</i>
2017 Honda Civic	\$15,000	Brian
2015 Ford F-150	\$28,487	Jenniffer
1977 Ford F 150	\$3,500	Brian
1978 Jeep Cj5	\$2,000	Brian
2004 Nissan Armada	\$5000	Brian

2013 Tracer M-3150 BHD Trailer	\$14,500	Brian
2008 Polaris Ranger Crew	\$5,000	Brian
2003 Polaris Trail Boss 330	\$793	Brian
2000 Polaris ATV	\$1,000	Brian
2005 Seadoo Utopia	\$9,000	Brian
1982 Baja	\$1,500	Brian
2013 KTM 300 XC-W (blown motor)	\$800	Brian
2006 Yamaha 90	\$500	Brian
Yamaha 90	\$500	Brian
Honda 100	\$500	Brian
Arctic Cat 4-wheeler	\$1,800	Brian
Big Bubba trailer	\$1,400	Brian
Flat Bed trailer	\$700	Brian

49. The parties have vehicles which are considered “junk”.

- a. Brian is awarded the following junk vehicles at no value: 2000 KTM 250 ATV ; 2004 Yamaha 125 dirt bike (junk); and 1947 Willy’s CJ2A Jeep.
- b. Jennifer is awarded the 1992 Polaris Indy Snowmobile at no value.
- c. The children are awarded the 2004 Volvo S80 at no value.

50. Jennifer purchased a 2016 Subaru Outback post separation which is awarded to her at no value.

51. Bran purchased a 1979 Ford F150 post separation which is awarded to Brian at no value.

52. Some of the titles for the vehicles are in Jennifer’s possession and some are in Brian’s possession. Some titles may be missing. Brian guarantees that he has a valid vehicle title on the 2015 Ford F-150 and that he is able to transfer the title to Jennifer and shall hold her harmless against any liens or encumbrances on this vehicle. Brian will take the title to the 2015 Ford F-150 to the law office of Mark Wisner and the titles in Jennifer’s possession will be delivered to him at the time of the exchange which will occur by March 31, 2022.

53. The vehicles are awarded “as is” with no offsets or claims for repairs or reimbursement by either party.

54. Each party will commence paying all vehicle insurance and expenses associated with his or her vehicle no later than February 28, 2022 by 5PM, when each vehicle is to be transferred to the other party’s possession.

55. The Mini cooper and Kubota were sold for approximately \$25,200. Brian paid in full the Dividend Solar Bill for approximately the same amount. All of these issues are considered paid in full and fully and finally resolved and satisfied.

56. Vehicle Offset. The vehicles awarded to Brian have a total value of approximately \$63,493. The vehicles awarded to Jennifer have a total value of \$28,487. There is a \$35,006 difference between vehicle values awarded to Brian and vehicle values awarded to Jennifer. Therefore, Brian will pay to Jennifer \$17,503 for her share of the equity within 30 days of the date the Decree of Divorce unless there is an agreed up offset by the parties in writing or Order of the Court.

57. Tamarack Aerospace Stock. Brian acquired 1666 shares of stock with Tamarack Aerospace. The shares will be equally divided. The parties will cooperate in getting the stock registered in the proper names and divided.

58. Frequent Flyer Miles. At the time of separation, Respondent had 1,052,261 in Delta Skymiles. Respondent will make a good faith effort to transfer 526,130 of the Delta Skymiles to Jennifer. If Brian is unable to transfer the Skymiles by September 30, 2022, he will pay to Jennifer the value of the Skymiles.

REAL PROPERTY

59. Real Property. The parties have a home and real property located at 4235 Lake Creek Farms Road, Heber City, Utah. The property shall be sold as soon as possible with the parties choosing an agreed-upon realtor and listing the home for sale at the fair market value by no later than July 21, 2022.

a. Mother may remain in the marital home until it sells.

b. Mother will maintain the home in good condition and be available to show the home at all reasonable times.

c. The parties will use best efforts to sell the home as expeditiously as possible. Best efforts will include reasonable efforts to reduce the listing price to the fair market value, showing the home at all reasonable times, and any and all other attempts. Both parties are restrained from taking any action that would stall the sale and closing of the property. It would constitute immediate and irreparable harm if either party interfere with the listing and sale of the home in a reasonable manner.

d. The mortgage payment, taxes, and insurance shall be paid by Mother until the home is sold.

e. Mother will be entitled to claim the mortgage interest deduction on the home until the home is sold.

f. When the home sells, the proceeds of the sale applied as follows:

i. First, to pay expenses of sale;

ii. Second, to pay the amount of approximately \$136,436 or present balance, whichever is lower, to retire the mortgage. If any amount is owing over \$136,436, Brian will pay, and hold Jennifer harmless from liability, on any amount owing over \$136,436. If Mr. Funk or his entities have placed any other liens against the home (other than the mortgage specified herein, Brian will assume, and hold Jennifer harmless from liability on said other liens).

iii. Last, the balance remaining thereafter to be divided equally between the parties. (Jennifer will receive a minimum of \$500,000 as her part of the equity, or ½ the actual “net equity” if higher. Brian will prepay to Jennifer \$10,000 of her share of the proceeds in advance of the sale so she has money to move and put a deposit down on another property, but this amount will be deducted from her share of the proceeds.)

(1) If either party has a lien or judgment solely against him or her, each party is responsible to pay for their individual creditors from his or her share of the proceeds of sale.

(2) As previously stated, Brian will pay to Jennifer the vehicle settlement of \$17,503, \$50,000 (incentive bonus), and \$15,000 (to contribute to Jennifer’s credit card debt) from his share of the proceeds.

iv. Jennifer will pay the real property taxes owing of approximately \$15,585.09 from her share of the sale proceeds.

v. Each party will pay any capital gains or other taxes owing on his or her share of the proceeds.

BUSINESS INTERESTS

60. Business Interests. As part of the global settlement, all business issues and interests are resolved.

PROPERTY SETTLEMENT

61. Property Settlement.

a. Brian shall pay to Jennifer the sum of \$17,503 as property settlement to equalize vehicle equities.

b. Brian will pay to Jennifer \$50,000 as incentive for conclusion of the pending litigation.

c. All of the amounts listed herein as property settlement will be paid to Jennifer from Brian's share of the home proceeds.

ALIMONY

62. Alimony. Brian will pay alimony of \$3,000 per month to Jennifer, commencing October 1, 2019. Alimony automatically terminates 12 years from commencement of alimony, when Jennifer remarries, cohabitates or dies, whichever first occurs. All claims of arrearage in alimony are considered fully and finally resolved. This alimony amount is nonmodifiable in the future regardless of increase or decrease in either party's income or need.

MISCELLANEOUS

63. Petitioner is restored the use of her former name, if she desires so to do.

The court may enter an Order of Name Change, if requested.

64. Deeds 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 in the Decree of Divorce and are necessary to implement the Decree of Divorce.

65. Full Disclosure. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

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

67. All hearings currently scheduled including trial dates of July 18, 2022, July 21, 2022, September 19, 2022 and September 22, 2022 will be cancelled.

68. After the Decree is signed the Guardian ad Litem is released.

Order is signed when electronically stamped by the Court on the first page

APPROVED AS TO FORM:

With the permission of:

*/s/ Mark Wiser *via email authorization on 8/11/22*

MARK WISER
Attorney for Respondent

APPROVED AS TO FORM:
With the permission of:

/s/ William Pohl *via email authorization 7/18/2022

WILLIAM POHL
Guardian ad Litem