The Order of the Court is stated below:

Dated: October 31, 2024 07:38:47 PM

d below:
/s/ KEITH KELLY
District Court Judge

Ryan J. Schriever (Bar No. 10816) Alex Scherf (Bar No. 16330) SCHRIEVER LAW FIRM 174 South Main Street Spanish Fork, Utah 84660 Telephone: (801) 574-0883

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IN THE THIRD JUDICIAL DISTRICT COURT OF SALT LAKE COUNTY

STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF:	DECREE OF DIVORCE
TYLER CURTIS JENSEN, Petitioner,	Case No. 244902158
and	Judge Keith Kelly
BREANN HERBERT JENSEN,	Commissioner Michelle Blomquist
Respondent.	

This matter comes before the Court pursuant to the parties' Stipulation and Settlement Agreement. Thirty days have passed since the filing of the Petition, or the Court has entered an order waiving the thirty-day waiting period. The Court, having previously entered its written Findings of Fact and Conclusions of Law, does hereby

GRANT the Petitioner a DECREE OF DIVORCE and does hereby ORDER, ADJUDGE and DECREE as follows:

PARENTING PLAN

- **1.** The parents have the following minor child together: M.H.J. (born February 2022).
- 2. <u>Custody/Parent-Time</u>. The parents are awarded joint physical custody of their minor child with Mother being designated as the primary and residential parent. Parent-time with the child shall be at reasonable times and places as the parents may agree. If the parents cannot agree, the parents' reasonable rights of parent-time shall be defined as follows and shall begin on September 12, 2024

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	DAD	DAD	МОМ	МОМ	МОМ	МОМ	MOM
Week 2	DAD	DAD	МОМ	МОМ	DAD	DAD	DAD

a. The parents shall have 50/50 custody such that Father exercises parent-time every Monday overnight and Tuesday overnight with the exchange at school on Wednesday morning or 9:00 a.m. when school is not in session. Mother shall exercise parent-time every Wednesday overnight and Thursday overnight with the exchange at school on Friday morning or 9:00 a.m. when school is not in session. The weekends shall alternate between the parents with each parent receiving every other Friday until Monday morning with the exchange at school or 9 a.m. when school is not in session.

b. Transition Parent-Time.

i. <u>Tier 1.</u>

- 1. Father shall have a midweek on Thursday from 5:00 p.m. to 7:00 p.m.
- 2. Father shall have alternating weekends from Friday at 8:00 a.m. until Sunday at 8:00 a.m. on Mother's working Friday.
- 3. This shall continue until October 12, 2024.

ii. Tier 2.

- Father shall have a midweek overnight Thursday from
 p.m. to Friday at 8:00 a.m.
- 2. Father shall have alternating weekends from Friday at 8:00 a.m. until Sunday at 8:00 a.m.
- 3. This shall continue until November 12, 2024.

iii. Tier 3.

- Father shall have parent-time according to Utah Code
 Section 81-9-303 with Thursday as his midweek.
- 2. This shall continue until February 27, 2025.

iv. Tier 4.

1. Parent-time shall be as described in section 2a.

- **c.** <u>Summer Parent-Time</u>. Each parent shall have two uninterrupted weeks in the summer. This shall not be elected the week before school begins.
- 3. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks, with the child by May 1 each year for first option parent and May 15 for second option parent. Father shall have first choice of extended time in odd numbered years and Mother shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.
- **Holidays**. The holidays shall be as the parents agree. If the parents cannot agree the holidays will be according to Utah Code Section 81-9-303 as follows. Prior to the child attending kindergarten "after school" shall be defined as 5:00 p.m. and the "exchange at school" will be defined as 8:00 a.m.:

Even Years	Odd Years	Holiday or Event:
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with the exchange at school.
Father	Mother	President's Day after school on the Friday before holiday to Tuesday morning with the exchange at school.
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with the exchange at school.
Father	Mother	Memorial Day after school on the Friday before holiday to Tuesday morning with the exchange at school.
Mother	Father	July 4th 8:00 a.m. the day before holiday to the day after at 6:00 p.m.
Father	Mother	July 24th 8:00 a.m. the day before holiday to the day after

		at 6:00 p.m.
Mother	Father	Labor Day after school on the Friday before holiday to Tuesday morning with the exchange at school.
Mother	Father	Fall Break after school on the day school lets out to the day school resumes with the exchange at school.
Father	Mother	Halloween after school to 9:00 p.m. or if school is not in session 4:00 p.m. to 9:00 p.m.
Father	Father	Veteran's Day after school on day before holiday to the day after the holiday with the exchange at school.
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with the exchange at school.
Mother	Mother	First Half of Winter Break, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 25 at 2:00 p.m.
Father	Father	Second Half of Winter Break beginning December 25 at 2:00 p.m. and ending the day school resumes with the exchange at school.
Mother	Father	The day before or after child's birthday from after school or 8:00 a.m. if school is not in session until the next morning with the exchange at school or 8:00 a.m. if school is not in session.
Father	Mother	Child's actual birthday from after school or 8:00 a.m. if school is not in session until the next morning with the exchange at school or 8:00 a.m. if school is not in session.
Father	Father	Father's Day 9:00 a.m. on the holiday to the day after at 8:00 a.m.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to the day after with the exchange at school.

5. **Winter Break**. Father shall be able to elect the First Half of Winter Break as defined herein four times. This shall be elected ten months in advance (February 25 of the year). This shall not be elected in consecutive years.

6. **Legal Custody**. The parents shall have joint legal custody. Both parents will have access to the child's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their child's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parents. In the event, the parents do not mutually agree regarding the child, the parents will first seek the advice of an expert in the field. If they cannot come to an agreement, the parents will mediate before court intervention. Both parents shall have the authority to make routine decisions regarding the child's day-to-day activities when the child is in his or her care.

a. Medical.

- i. The parents will continue to use their current pediatrician clinic, Wasatch Pediatrics, as the pediatrician for the child and specialists that their pediatrician recommend, when needed. The parents shall make decisions mutually regarding the child's medical care. If the parents cannot come to an agreement, they shall abide by the recommendation of the attending doctor.
- ii. The parents will use their current dentist, Salt Lake Pediatric Dentistry, as the dentist for the child and specialists that their dentist recommends, when needed. The parents shall make decisions mutually regarding the child's dental care. If the parents cannot come to an agreement, they shall abide by the recommendation of the attending dentist.

- iii. Emergency and sick care shall be attended to by the parent who is exercising the pare-time. The parent shall notify the other parent as soon as practical of scheduling for emergency or same day care. The parent shall notify the other parent within twenty-four hours of scheduling for any regular medical or dental appointment so that each parent may be able to attend the appointment if possible.
- **b.** <u>Separate Accounts.</u> According to Utah Code Section 15-4-6.7 each parent will elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.
- c. <u>Education Plan.</u> The child shall attend school from Mother's residence, unless otherwise mutually agreed upon by the parents in writing. Both parents shall be listed on school records. Both parents shall be listed for any emails given by teachers or respective school administrators.
- d. Religion. The child can be baptized at the age of 8 into the Church of Jesus Christ of Latter-day Saints and all other ordinances will be performed at the customary age. The ordinances shall be performed by Father, if he is deemed worth by his ecclesiastical leader. Both parents shall be able to attend the ordinances. The parents will give written consent for ordinances to the ecclesiastical leader within 7 days of request.

- **Relocation**. If either parent moves more than sixty miles from the other parent, the parents will be bound by the sixty-day notice requirements of Utah Code Section 81-9-209.
- 8. Talking Parents. The parents will utilize Talking Parents to communicate and calendar and exchange receipts. The parents will each pay their respective costs for Talking Parents. The parents will not use their child to deliver messages. The parents will use text contact only for emergencies and changes on the day of the exchange. The parents shall respond within forty-eight hours of any communication. The parents will exchange receipts, calendar, and communicate through Talking Parents. The parents will not use Talking Parents to harass or annoy the other parent. The communication shall be civil and limited to issues regarding the child.
- **Telephone and Virtual Contact with Child**. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. The parents shall be able to call the child twice per week. Telephone contact shall be at reasonable hours and for a reasonable duration. The child shall be able to contact the parents at any time.

10. Travel.

a. When the child travels with either parent out of State, all of the following will be provided to the other parent at least twenty-four hours prior to departure or sixty days for international travel:

- i. An itinerary of travel dates;
- ii. Destination;
- iii. Places where the child or traveling parent can be reached;
- iv. And, the name and telephone number of an available third person who would be knowledgeable of the child's location.
- b. Both parents shall have unfettered access to the child's passport and be able to travel on their respective parent-time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parents and consent shall not be unreasonably withheld.
- 11. Notification of Child's Events. The parents shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis that is not available through the school calendar or school email. The parents shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.
- **Special Events**. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals and weddings, 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.

13. <u>Mutual Restraining</u>.

- a. Both parents shall be supportive of the other parent'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.
- b. Both parents are restrained from discussing adult issues in front of the child or allowing a third party to do so. The parents are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information regarding what occurs when the child is with the other parent and from allowing any other person to do so.
- c. The parents will not use their child to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the child or at any child's activity.
- d. The parents shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parents are mutually restrained from harassing, staking or threatening the other parent.
- e. Both parents are restrained from using the likeness, image or credit of the other parent for any purpose.
- f. The parents shall not go to the other parent's place of residence except for child exchanges without written permission from the other parent.

- g. Both parents are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.
- 14. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation. Sleepovers for the child when the parent is available and in town shall not trigger the first right of refusal.

Limitations.

- a. The people in the respective households and the parents will not use illegal drugs, prescription drugs in a non-prescribed manner, alcohol in excess, or view sexually explicit material while they are exercising parent-time.
- b. The parents are constrained from allowing the minor child to be in the presence of any other person who the parents suspect or have reason to suspect may be under the influence of alcohol, illegal drugs, or non-prescribed drugs.
- c. The parents shall not commit domestic violence in front of the child in any way.

- **Dispute Resolution.** If the parents have any future disagreement pertaining to their child generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parents initiates legal action. The parents both agree, however, that either of the parents may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.
- Activity Costs. Each parent shall be ordered to assume and be responsible for fifty percent of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor child may be involved in. The parents shall pay the providers directly if possible. If it is not possible, the parent incurrent the extracurricular activity out-of-pocket costs shall submit to the other parent verification of the incurred expense, such as a receipt or an invoice, within thirty days of payment or receiving the same and shall be reimbursed by the other parent within thirty days of receiving the verification of incurred expenses. A parent who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall b solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the

child shall put the event on the Talking Parents Calendar within twenty-four hours of receiving the calendar or any change.

- **School Fees.** Each parent shall be ordered to assume and be responsible for fifty percent of any out-of-pocket expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. This shall not include private school tuition. The parents shall pay the school directly if possible. If it is not possible, the parent incurring the out-of-pocket school expenses shall submit to the other parent an invoice, bill, receipt, or verification of the incurred expense within thirty days of payment or receiving the same and shall be reimbursed by the other parent within thirty days of receipt of those school expense invoices, bills, receipts, and/or verification.
- **Transportation for the Child.** The parents will utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is not in session, the receiving parent will provide the transportation from the other parent's residence unless otherwise mutually agreed upon. If a parent exercises mid-week parent-time that is not overnight, the parent exercising the midweek shall be responsible for all of the travel.
- **Third Party Transportation.** A stepparent, grandparent, or other responsible individual designated by the receiving parent, may pick up the child if the other parent is aware of the identity of the individual, and the receiving parent will be with the child by overnight.

21. Exchange of Child's Items. In the event that the child needs items exchanged, and the child is not with the parent, the parent with the items shall be able to leave the item on the other parent's doorstep. The parent delivering the time shall be able to leave the item on the other parent's doorstep. The parent delivering the item shall text the other parent that the items were delivered and the parent receiving the items shall notify the other parent that they received them.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

- Child Support. Child Support shall be calculated as according to Utah Code Section 81-6-107 *et seq.* Mother's gross monthly income is \$7,250.00 per month. Father's gross monthly income is \$10,319.00 per month. Prior to Tier 4, Father shall pay Mother \$604.00 per month. When Father reaches Tier 4, he shall pay \$115.00 per month. Child support shall commence October 1, 2024. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes eighteen years of age or has graduated from high school during the child's normal and expected date 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. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.
- 23. <u>Medical/Dental Expenses.</u> The parent who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor child in accordance with Utah Code Section 81-6-208.

- a. Each parent shall 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 is a per capita share of the premium actually paid. The premium expenses for the child shall 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. This amount shall be automatically deducted from or added to the child support paid or owed.
- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.
- c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within thirty days of payment. The other parent will remit payment within thirty days of receipt of the verification. If neither parent is able to secure said insurance at a reasonable cost, each parent shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

- d. 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 Mother shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Father shall 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 stepparent's plan, the health, hospital, or dental insurance plan of the stepparent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.
- e. Double coverage shall not be required. However, if the parents have double coverage for insurance, each parent shall pay their own insurance policy premium with no compensation from the other parent.
- f. Verification of health insurance coverage shall be provided within seven days of request. The parents shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

24. <u>Childcare Expenses</u>.

a. The parents shall adopt Utah Code Section 81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor children.

- b. If Mother uses a nanny or Au Pair, Father shall pay one-half up to \$500.00 per month. The nanny shall provide transportation for the child to and from Father's residence to Mother's residence. The care shall be done at Mother's home.
- c. The parents will not use any care providers that have a history of substance abuse or have been accused of a felony or violent crime.
- **25. Dependency Exemption.** The parents will share the dependency exemption/tax credit for the minor child as follows:
 - a. The parents will alternate the dependency exemption/tax credit for the minor child. Mother will be entitled to claim the minor child as a dependency exemption/tax credit for even-numbered tax years, and Father will claim the minor child as a dependency exemption/tax credit for odd-numbered tax years.
 - b. Either parent shall have the option to do a buy-out option of the requesting parent pays for all accounting expenses and uses a third-party accountant to access the buy-out option. The requesting parent shall pay the other parent the amount which he/she would have been benefitted from the dependency exemption/tax credit to leave the parent tax neutral and payment shall be made by March 15. The parent requesting the buyout shall request tax information by Feb 1st and shall decide if a buyout shall occur within fifteen days.

- c. The Father is entitled to claim the dependency exemption/tax credits indicated herein as long as he is current on his child support obligation by December 31st of the applicable tax year.
- **26. 529 Account**. Each parent shall contribute \$500.00 per year towards the child's education in a 529 account. This shall begin in 2025. Each parent shall establish an independent 529 account for the child. Each parent shall give the other parent proof of contribution upon request which shall not exceed twice per year.

REAL PROPERTY

- Circle, Sandy, Utah 84094 will be awarded to the Mother with all debts and liabilities commencing on September 1, 2024. The Mother shall hold the other parent harmless on all debts and liabilities associated with the home. The Mother will get the utilities solely in her name by September 30, 2024. Mother will refinance or assume the home by September 4, 2025. Mother shall pay Father equity of \$80,000.00. In the event that Father is not paid his equity by September 4, 2025, the parents shall immediately put the home for sale with a mutually agreed upon Real Estate Agent. Mother shall give Father three names for Real Estate Agents and Father shall chose one within 14 days of receipt. The parents shall follow the advice of the Real Estate Agent. Upon the sale of the home at a reasonable market value price, the parents will split the net equity with the proceeds of the home distributed as follows:
 - a. First, the parents shall pay the cost of sale;

- Second, the mortgage and HELOC shall be paid;
- c. Third, Father is awarded any amount from. The \$80,000.00 which is unpaid.
- d. Thereafter, Mother is awarded the equity.

PERSONAL PROPERTY

Personal Property. During the course of the marriage relationship, the parents have acquired personal property. Said personal property of the parents shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item and it shall be refinanced within ninety days of the entry of the Decree of Divorce. The division shall be as follows:

Item Description:	Awarded to:
Guns	Father
Gun Safe	Father
Gym Equipment	Father
Other items in the home	Mother
CRV	Mother
Ford F-150	Father
Boat and Trailer	Mother

a. An agreed upon third party will pick up Father's guns. Father shall hire third parties to move gun safe and gym equipment. Any damage that is done during removal shall be repaired at Father's cost. This shall be completed within thirty days of the entry of the Decree of Divorce.

b. Each parent is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated within the Stipulation.

FINANCIAL ACCOUNTS AND DEBTS

29. Debts. The parents acquired debts during the marriage. Each parent will assume, indemnify, and hold the other harmless from liability on, the following debts:

Debt Description:	Obligation of:
Debts in Mother's Name	Mother
Debts in Father's Name	Father

- a. <u>Accumulation of Debt.</u> Neither parent will incur any additional liability on joint credit cards.
- b. Other Debts. The parents are aware of no other joint debts nor otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and property that the person responsible for. Incurring the debt should be responsible for paying it. Furthermore, the parents shall hold the other harmless in the event. Of their refusal in payment of any joint obligation.
- c. <u>Delinquency in Payments</u>. If either parent is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset

must be placed immediately on the market for sale in order to protect the joint debtors. A parent who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other parent.

- **30. Financial Accounts**. Each parent will be awarded monies in their own separate financial accounts except as designated herein.
- **Retirement Accounts**. The parents shall divide Mother's 401(k) Account with Father receiving \$144,903.00. The parents shall use Fackrell & McLean to prepare their necessary documentation for division with each paying one-half of the cost. The parents shall equally split the cost associated with splitting the accounts, if any.
- Military Benefit. The Mother has been married to Father for more than ten years and Father has ten years of service while married to Mother. The Mother shall also be entitled to military benefits that she qualifies for as a result of her marriage to Father. Father is also awarded a former spouse survivor annuity. To the extent that amendments are necessary to ensure that Mother fully receives and maximizes all military benefits available to her, Father shall cooperate in making such amendments to said stipulations and Decrees to effectuate such amendments. More particularly, Mother is also awarded. A former spouse survivor annuity under the military Survivor Benefit Plan. Father is ordered to elect former spouse coverage, naming Mother as beneficiary, under the military Survivor Benefit Plan. The parents shall use Fackrell & McLean to

prepare their necessary documentation for division with each paying one-half of the cost, if applicable.

MISCELLANEOUS PROVISIONS

- 33. **Name**. Mother will have the option of restoring her name to Herbert.
- 34. **Alimony.** Neither parent shall be awarded alimony. Both parents waive and relinquish the right to receive alimony from the other both now and in the future.
- 35. **Deeds and Titles.** Both parents 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 and the loan assumption process.
- 36. <u>Divorce Education.</u> The parents will take the Divorce Education Class and Divorce Orientation Class within thirty days of the date the Stipulation is signed.
- and have participated actively in the drafting and revising of the Stipulation. Both parents and their counsel have had an opportunity to read the Stipulation and to make suggested changes to the draft and it is a complete understanding of all of the issues negotiated and agreed to by the parents within the mediation session. Each of the parents understands, acknowledges, and agrees that each of the parents hereto has contributed to the drafting of the Stipulation, and no provision shall be construed against any parent as being the draftsman thereof. The Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the parent causing the Stipulation to be drafted. The parents specifically, intentionally, and

knowingly waive any right to allege, assert, or claim the benefit of any rule requiring

construction against the drafting parent.

38. **Full Disclosure.** The parents each indicate that there has been a

complete, accurate, and current disclosure of all income, assets, and liabilities. Both

parents understand and agree that any failure to provide complete disclosure may

constitute perjury. The property referred to in this agreement represents all the property

which either parent has any interest in or right to, whether legal or equitable, owned in

full or in part by either parent, separately or by the parents jointly.

39. <u>Attorney's Fees and Costs</u>. Each parent shall be ordered to assume

his or her own costs and attorney's fees incurred in this action.

IT IS SO ORDERED.

Approved as to form:

/s/ Beau J. Olsen

Beau J. Olsen

Attorneys for Respondent

Electronically signed by Alexander Scherf with approval via email on September 23,

2024.

The judge's signature will appear at the top of the first page of this document.

NOTICE OF TIME TO OBJECT

The undersigned certifies that the foregoing Decree of Divorce was served to

counsel at beau@olsenfamilylaw.net for review and approval as to form pursuant to

Rule 7(i)(4) on the 16th day of September, 2024. If no written objection is received within seven days, the Order will be filed with the Court for signature.

/s/ Alex Scherf

Alexander Scherf
Attorneys for Tyler Jensen

CERTIFICATE OF SERVICE

The undersigned certifies on the 17th day of October, 2024 she/he filed the foregoing Decree of Divorce using the Court's electronic filing system that automatically generated notice to the following:

Beau J. Olsen

OLSEN & OLSEN ATTORNEYS AT LAW, LLC

8142 South State Street

Midvale, UT 84047

beau@olsenfamilylaw.net

/s/ Kaylee Schriever