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IN THE FOURTH JUDICIAL DISTRICT COURT, IN AND FOR UTAH COUNTY,
PROVO DIVISION, STATE OF UTAH

In the matter of the marriage of TANNER E. BOYACK and JORDAN A. BOYACK	DECREE OF DIVORCE CIVIL NO. 224401565 JUDGE CHRISTINE JOHNSON COMMISSIONER MARLA SNOW
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The parties having filed counter petitioner for divorce and thereafter having entered into a stipulation resolving all issues, and the Court having previously entered its written *Findings of Fact and Conclusions of Law*,

**NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED AND
DECREE AS FOLLOWS**

1. JURISDICTION: The parties are bona fide residents of Utah County, State of Utah, and have been for three (3) months immediately prior to filing this action.
2. GROUNDS: The parties were married on January 6, 2018 and are granted a divorce on the grounds of irreconcilable differences.
3. ISSUE: During the marriage the parties had one minor child; Eve (age 1). No other children are expected. Utah is the home state of the child and has jurisdiction to make child custody and parent-time determinations pursuant to U.C.A. §78B-13-201. The parties do not know of any other person who has custody of the child or who claims to have custody or parent-time rights.

4. **PHYSICAL CUSTODY / PARENT TIME:** The parties are awarded joint physical custody of the minor child. Until July 31, 2026 Father will have parent-time every Monday, every other Tuesday. Mother will have parent-time on alternating Tuesdays and every Wednesday and Thursdays. They parties will alternate Fridays through Sundays, as set forth in the chart below:

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	Tanner	Tanner	Jordan	Jordan	Tanner	Tanner	Tanner
2	Tanner	Jordan	Jordan	Jordan	Jordan	Jordan	Jordan

5. Beginning August 1, 2026, the parties will have equal parent-time, Father will have parent-time every Monday, Tuesday, Mother will have parent-time on every Wednesday and Thursdays, and they will alternate Fridays through Sundays, as set forth in the chart below:

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	Tanner	Tanner	Jordan	Jordan	Tanner	Tanner	Tanner
2	Tanner	Tanner	Jordan	Jordan	Jordan	Jordan	Jordan

6. **HOLIDAYS:** Unless agreed otherwise, the holidays are divided as set forth below.

Holiday	Holiday Time Period	Mother Awarded	Father Awarded
Dr. Martin Luther King Jr. Day	Beginning when school is regularly dismissed for the holiday, or 9 a.m. on Friday if the child is not in school, through the morning when school resumes, or 9 a.m. on Tuesday if the child is not in school.	Odd	Even
President's Day	Beginning when school is regularly dismissed for the holiday, or 9 a.m. on Friday if the child is not in school, through the morning when school resumes, or 9 a.m. on Tuesday if the child is not in school.	Even	Odd
Spring Break	Beginning when school is regularly dismissed for the holiday, or 9 a.m. if school is not in session, through the morning when school resumes, or 9 a.m. if school	Odd	Even

	is not in session.		
Memorial Day	Beginning when school is regularly dismissed for the holiday, or 9 a.m. on Friday if the child is not in school, through the morning when school resumes, or 9 a.m. on Tuesday if the child is not in school.	Even	Odd
Mother's Day	Beginning when school is regularly dismissed for the weekend, or 9 a.m. on Friday if the child is not in school, through the morning when school resumes, or 9 a.m. on Monday if the child is not in school.	Every Year	
Father's Day	Beginning when school is regularly dismissed for the weekend, or 9 a.m. on Friday if the child is not in school, through the morning when school resumes, or 9 a.m. on Monday if the child is not in school.		Every Year
Independence Day	Beginning July 3rd at 6 p.m. through July 5th at 6 p.m.	Odd	Even
Pioneer Day	Beginning July 23rd at 6 p.m. through July 25th at 6 p.m.	Even	Odd
Labor Day	Beginning when school is regularly dismissed for the holiday, or 9 a.m. on Friday if the child is not in school, through the morning when school resumes, or 9 a.m. on Tuesday if the child is not in school.	Odd	Even
Fall Break	Beginning when school is regularly dismissed for the holiday, or 9 a.m. if school is not in session, through the morning when school resumes, or 9 a.m. if school is not in session.	Odd	Even
Halloween	Beginning when school is regularly dismissed on October 31 st , or at 9 a.m. if there is no school until the following day upon delivering the child to school, or 9 a.m. if the child is not in school.	Even	Odd
Thanksgiving	Beginning when school is regularly dismissed for the holiday, or 9 a.m. on Wednesday if the child is not in school, through the morning when school resumes, or 9 a.m. on Monday if the child is not in school.	Even	Odd
Winter Break (First Half)	Beginning at the time that school is regularly dismissed for this holiday, or December 20 th 9 a.m. if the child is not in school through December 27th at 7	Odd	Even

	p.m.		
Winter Break (Second Half)	Beginning December 27th at 7 p.m. through the morning when school resumes, or 9:00 on January 3 rd if the child is not in school.	Even	Odd
Day of Child's Birthday	3:00 p.m.- 9:00 p.m.	Even	Odd
Day Before or After Child's Birthday	3:00 p.m.- 9:00 p.m.	Odd	Even
Summer	Each party is awarded two one-week periods.	Every year	Every year

7. TRADING TIME: In the event that the parties have a conflict to the schedule as a result of employment, family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the parent; they should provide the other advanced notice and the parties should cooperate to trade time.

8. LEGAL CUSTODY: The parties are awarded joint legal custody of the minor child.

9. DECISION MAKING: Day-to-day decisions regarding the care, control and discipline of the child shall be made by the parent with whom she is staying at the time. The parties shall notify the other parent of injury or illness involving the child as soon as reasonably possible. The parties are responsible for making joint decisions regarding the child's education, medical care, dental care, religious upbringing, counseling, and other major parenting issues. The parties shall consult together regarding a major parenting issue related to the child. If the parties are at an impasse, the parties shall attend mediation. The costs of mediation should be shared

equally. If an agreement is not reached in mediation, either party may then approach the court for relief.

10. RESTRAINING ORDERS: Both parties are restrained from making disparaging statements concerning the other parent within the presence of their child or engaging in any activity to diminish the natural love and affection that should exist between the child and her parents.

11. CHILD SUPPORT: May of 2022 through July of 2026, child support shall be \$859 per month based on Father's income at \$16,181 per month having 158 nights and Mother's income of \$5,833 per month having 207 nights. Beginning August of 2026 child support shall be \$470 based on father having 182 nights and Mother having 183 nights. Child support shall be paid until the child attains the age of 18 years and graduates from high school in her normal and expected year of graduation; or a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

12. DAYCARE: Each parent will pay for his and her own daycare expenses.

13. HEALTH INSURANCE: Father shall continue providing health insurance (medical dental, and vision insurance) coverage for the child with no reimbursement from Mother.

14. HEALTH EXPENSES: In addition to sharing health insurance premiums, each party shall share, one-half to each, all preapproved reasonable and necessary uninsured medical expenses, dental, orthodontic, optical or psychotherapeutic expenses incurred for the child, including deductibles and co-payments incurred for the child. The party who incurs the medical expense shall provide written verification of the cost and payment of medical expenses to the

other party within 30 days of payment. Reimbursement by either party should be within 30 days. A parent incurring medical expenses shall be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision.

15. CHILD TAX CREDITS: Beginning the 2022 tax year, any credits, exemptions, or other tax benefits from the child shall be divided equally between the parties. Father will claim the child on the odd tax years and Mother will claim the child on the even tax years. In order to claim the child, he/she must be current on child support by December 31, of that tax year.

16. REAL PROPERTY: Jordan is awarded the property located at 328 N. Grassland Drive, Lehi, Utah 84043 and will refinance and pay Tanner 30% of the equity. The equity is defined as the appraised value of the home at time of refinance minus the amount owed for the mortgage at the time of the refinance. Tanner shall sign a quitclaim deed to Jordan at the time his equity is paid, and he is removed from the mortgage. The refinance shall occur when Jordan remarries, is no longer the primary resident of the property, or by August 1, 2026; whichever occurs sooner. The parties will close the Home Equity Line of Credit (HELOC) and divide any early termination fee equally. If Jordan sells the home, the equity is defined as the net sales proceeds.

17. The parties have invested in a building contract. The parties will cancel the building contract and Tanner will receive the full refund of the deposit with Arive Homes. Tanner is awarded any interest in the timeshare at the Boyack family cabin.

18. PERSONAL PROPERTY: During the course of the marriage the parties acquired various items of personal property (i.e. furnishings, decorations, yard equipment, household goods, etc). If there is a dispute concerning the division of personal property, the parties shall

create a list of all disputed items and take turns picking one item from the list until all the items have been chosen. The parties shall make available to each other for copying all family pictures, videos, and other family memorabilia in his/her respective possession. Neither party will remove, sell, or throw away personal property without the written consent of the other party prior to the final division.

19. VEHICLES: Tanner is awarded the 2021 Ford F150 and 2019 KTM 790. Jordan is awarded the 2014 Ford Escape.

20. BANK ACCOUNTS: The joint accounts have been divided equally. Each party should be awarded his or her own bank accounts free and clear of any claim by the other.

21. RETIREMENT / INVESTMENT ACCOUNTS: Jordan is awarded 100% of the Edward Jones cash accounts (account numbers 20419856-1-1 and 204-17911-1-8). Tanner is awarded 100% of the Crypto currency, the IRA (account number 204-85463-1-7), the premarital Roth IRA (account number 204-83733-1-6), and the Voya 401(k).

22. MARITAL DEBT: The parties do not have any marital debt. If there exist any debts, those debts shall be paid by the party who incurred such debt.

23. ALIMONY: There is no alimony, and it is forever waived. Tanner will pay Jordan \$10,000 as full settlement of alimony.

24. ATTORNEY FEES: Each party shall pay his and her own attorney fees and costs.

25. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

SO ORDERED.

Order becomes effective on the date of

electronically added signature and seal on page one.

APPROVED BY:

/s/Justin Stringfellow (by Mr. Winn with permission provided via email on 7/5/22)

JUSTIN STRINGFELLOW

Attorney for Jordan Boyack

Notice Pursuant to Rule 7(f)(2) of the Utah Rules of Civil Procedure

To Jordan Boyack: Notice is hereby given that pursuant to Rule 7(f)(2) of the Utah Rules of Civil Procedure, that this Order prepared by Mr. Winn should 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 a true and correct copy of the foregoing document was served by e-mail, to counsel for Jordan Boyack on June 15, 2022.

/s/ Jonathan G. Winn