

The Order of the Court is stated below:

Dated: December 05, 2022
12:28:28 PM

/s/ KRAIG POWELL
District Court Judge



STEPHEN J. OLIPHANT (USB #14272)
GABRIELLE JONES (USB #17252)
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FOURTH DISTRICT COURT, PROVO
UTAH COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF

SCOTT WELDON FRITSCHÉ,

and

MEGAN NICOLE FRITSCHÉ.

DECREE OF DIVORCE

Civil No. 224401597
Judge KRAIG POWELL
Commissioner MARLA SNOW

The action before the court is Petitioner's Verified Petition for Divorce (June 14, 2022).

The court having found and entered its Findings of Fact and Conclusion of Law, decrees as follows:

1. **Divorce.** The parties are granted a divorce based on the Declaration of Jurisdiction and Grounds. The divorce will become final upon entry of the divorce decree.

2. **Children.** The parties are the legal mother and legal father of eight children, the following are their five remaining minor children under Utah's Uniform Parentage Act, Utah Code § 78B-15-201 et seq.

a. B.B.B.F. DOB: September 2005;

b. T.W.R.F. DOB: March 2010;

- c. A.M.L.F. DOB: September 2012;
- d. T.G.W.F. DOB: December 2014;
- e. G.W.P.F. DOB: January 2018.

3. The parties are not expecting any additional children. The parties do have Father’s sperm saved through a bank. Father should be awarded exclusive possession of such sperm accompanied with any associate liabilities of storage.

4. **Legal Custody.** It is in the best interest of the children that the parties share joint legal custody of the children consistent with the parenting plan as outlined herein.

5. **Physical Custody.** It is in the best interest of the minor children that Parents be awarded joint physical custody with Mother exercising primary physical custody of the children with Father having parent-time as the parties agree. If the parties are unable to agree, Father shall at least have the following parent time:

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
WEEK 1	Mother	Mother	Mother	Mother	Mother	Mother	Mother
WEEK 2	Mother	Mother	Mother	Mother	Mother	Mother	Mother
WEEK 3	Mother	Mother	Mother	Father	Father	Father	Father
WEEK 4	Mother	Mother	Mother	Father	Father	Father	Father

6. Parties agree that this amounts to 225 overnights for Mother and 140 overnights for Father.

7. Father is currently employed out of state with a two-week on, two-week off work schedule. Week 3 and Week 4 represent the weeks that Father is typically off work. Parties recognize that a change in Father’s employment, that would lead to a different work schedule

that would allow father to exercise more parent-time, would be a material and substantial change in circumstances. The parties agree that in two years, if a material and substantial change in circumstances occurs, the parties will reevaluate the parent-time schedule. The parties will first attend a mediation. If a stipulation is not reached, either party may the proceed with court action.

8. **Holiday Parent-time.** The parties should be awarded holiday visitation as they mutually agree, if they do not mutually agree then in accordance with Utah Code Ann. Section 30-3-35.1 which schedule is reproduced below. The parties shall exercise holiday parent-time as follows:

EVEN YEARS	ODD YEARS	HOLIDAY AND TIME
MOTHER	FATHER	Martin Luther King Jr. Holiday after school on the day school lets out until the morning that school resumes with drop off at school
FATHER	MOTHER	President’s Day after school on the day school lets out until the morning that school resumes with drop off at school
MOTHER	FATHER	Spring Break after school on the day school lets out until the morning that school resumes with drop off at school
FATHER	MOTHER	Memorial Day after school on the day school lets out until the morning that school resumes with drop off at school or on Tuesday at 8 a.m. if there is no school.
MOTHER	FATHER	July 4th 6 p.m. day before holiday the day after at 6 p.m.
FATHER	MOTHER	July 24th 6 p.m. the day before holiday to the day after as 6 p.m.
MOTHER	FATHER	Labor Day <u>If school is in session:</u> after school on the day school lets out until the morning that school resumes with drop off at school <u>If school is not in session:</u> 8 a.m. or 6 p.m. (depending on parent work schedule) on Friday until Tuesday at 8 a.m..
FATHER	MOTHER	Columbus Day 6 p.m. on day before holiday until the day after holiday dropping off to school
MOTHER	FATHER	U.E.A. Weekend after school on the day school lets out until the morning that school resumes.
FATHER	MOTHER	Halloween after school or if school is not in session 4 p.m. until the day after holiday dropping off to school or at 8 a.m. if there is no school.
MOTHER	FATHER	Veteran’s Day after school on the day before the holiday until the day after holiday dropping off to school or at 8 a.m. if there is no school.
FATHER	MOTHER	Thanksgiving after school on Wednesday until the morning when school resumes, dropping off at school.

MOTHER	FATHER	First Half of Christmas Vacation, including Christmas Eve and Christmas Day after school on the day before the break until 1 p.m. on day halfway through break (if odd number of days in break), or 7 p.m. (if even number of days in break)
FATHER	MOTHER	Second Half of Christmas Vacation , beginning 1 p.m. on day halfway through the break (if odd number of days in break) or 7 p.m. (if even number of days in break) until the day after the break, dropping off at school.
MOTHER	FATHER	The day before or after child's birthday after school until the day after holiday dropping off to school or at 8 a.m. if there is no school.
FATHER	MOTHER	Child's actual birthday after school until the day after the child's birthday dropping off to school or at 8 a.m. if there is no school.
FATHER	FATHER	Father's Day 6:00 pm the day before the holiday, until the day after Father's Day dropping off to school, or at 8 a.m. if there is no school.
MOTHER	MOTHER	Mother's Day 6:00 pm the day before the holiday, until the day after Mother's Day dropping off to school, or at 8 a.m. if there is no school.

9. **Extended Parent-time.** During the summers, when the children are not in school, the parties should each be awarded a two-week period of uninterrupted parent-time. The parties should make their elections for summer parent-time by May 1 immediately preceding the summer in which they will be exercising the extended parent-time. Mother should have priority in even-numbered years and Father should have priority in odd-numbered years.

10. **Child's Discretion.** Given the age and maturity of the parties' oldest minor child, B.B.B.F., she should be granted the option and discretion to participate in parent-time as they so choose. Neither parent should be subject to legal action for a child's noncompliance with the parent-time schedule. Notwithstanding, the parties have an affirmative duty to encourage the children in having a positive relationship with the other parent and spending time with them.

11. **Relocation.** Should either party seek to relocate more than 50 miles from their current residence, the parties shall abide by Utah Code Ann. Section 30-3-37.

12. **Travel.** When the children travel with either parent out of state, all of the following will be provided to the other parent.

- a. An itinerary of travel dates;
- b. Destination(s);
- c. Places where the children or travelling parent can be reached; and
- d. The name and telephone number of an available third-person who would be knowledgeable of the children's location.

PARENTING PLAN

13. **Decision Making.** Each parent has authority to make day-to-day decisions concerning the children while the children are in the care of that parent. Each parent also has authority to make emergency decisions concerning the children while the children are in the care of that parent.

14. The parties shall share all major decisions concerning their children's health, education, religious upbringing and general welfare. The parties shall use the following decision-making procedure as their guide;

- a. The parties shall initially identify the issue;
- b. The parties shall research the issue and possible solutions related to the issue and to listen to and understand each other's perspective;
- c. The parties shall brainstorm all possible solutions related to that specific issue; and
- d. The parties shall use the most sensible resolution that considers the needs and interests of everyone involved, particularly the children, in an attempt to reach a "win-win" solution.

15. **Resolving Disputes.** If the parties cannot reach a mutual decision regarding the children, then the parties shall participate in mediation or other alternative dispute resolution

process. If they are unable to come to a consensus in alternative dispute resolution, they may seek court intervention. Failure to seek alternative dispute resolution will result in the award of attorney fees for the responding party to the premature filing for court intervention by the moving party.

- a. Mother shall have the presumptive final say. If Father disagrees with the decision he may seek judicial intervention under an actual harm standard, and not simply that he would have made a different decision, and with the prevailing party being awarded their attorney's fees and costs of court.

16. **Right of First Refusal.** The parties have one remaining pre-school aged child. While that child is preschool aged, if either party need work-related childcare for a period of 4 or more hours, the other parent shall be entitled to provide such care. The parent needing child care shall provide notice to the other parent, and the parent providing childcare shall notify the other parent if they intend to provide the childcare within 24 hours after receiving the first notice.

17. **Special Considerations.** The parents agree that the following provisions are in the best interest of the children, and the parents agree to follow them as part of their parenting plan.

- a. The visitation and parent-time schedules as set forth above are preferable to a court-imposed solution.
- b. The parent-time schedule shall be utilized to maximize the continuity and stability of the children's lives.
- c. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the

children or in the life of either parent which may inadvertently conflict with the parent-time schedule.

- d. The parent receiving the children shall pick them up from the other parent or from the children's school at the times specified. The children's regular school hours shall not be interrupted for parent-time.
- e. If, due to emergency circumstances, a parent will be late or is unable to be present to pick-up or deliver the children, then that parent shall notify the other as soon as possible to advise them and make appropriate alternate arrangements.
- f. Neither parent-time nor child support are to be withheld due to either parent's failure to comply with a court-order.
- g. Each parent shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children is participating or being honored, and both parents shall be entitled to attend and participate fully.
- h. Both parents shall have unlimited access to the children's school, including full access to all school reports, homework, teachers, and other school staff.
- i. Both parents shall have unlimited access to all records concerning the children, including medical records.
- j. Each parent shall notify the other parent immediately in the event of a medical emergency regarding the children.
- k. Each parent shall provide the other with a current address and telephone number within 24 hours of any change.

- l. Each parent shall enjoy telephone, skype, video conference, email, letters, or other alternative forms of contact with the children at reasonable times and places considering the children's bedtimes and the other parent's needs.
 - m. The parties shall not consume any illegal or unprescribed drugs or alcohol in excess while exercising parent-time with the children.
18. The parents also adopt and agree to follow these principles.
 - a. We agree to create a new co-parenting relationship based on trust and respect.
 - b. We agree to create a cooperative co-parenting relationship.
 - c. We understand we are creating a new relationship from this point forward.
 - d. We recognize that co-parenting requires us to have a business-like relationship rather than our former personal relationship.
 - e. We recognize that the children's self-esteem is affected by having a positive perception of both parents. We agree to say only positive things about our co-parent, emphasizing parental strengths as much as possible.
 - f. We agree to treat each other as we would like to be treated.
 - g. We agree to be flexible to build goodwill with each other.
 - h. We agree to communicate frequently regarding the best interests of the children and to return telephone calls promptly.
 - i. We agree to conduct our communications in a business-like manner without assuming intents, placing blame, or disputing what happened in the past.
 - j. We agree to keep our communications productive and if a meeting becomes heated or overly emotional, we agree to reschedule that meeting.

- k. In our communications, we agree to not put down or otherwise show disrespect to the other parent as long as the communications are respectful and productive.
- l. We understand that we will share information and complaints in a factual and respectful manner. We agree to receive complaints without taking personal offense.
- m. We recognize that the children have extended family relationships and agree to accommodate our co-parent's reasonable requests to take the children to special family events.
- n. We understand that the children will grow up in two homes (Mom's house and Dad's house) and may be loved and supported by all family members in both homes.
- o. We recognize that while we have the opportunity to influence the other parent, we have no power to control each other.
- p. We agree that we will focus on problem solving rather than fighting. We understand that in order to solve a problem, we may need to share information or postpone a conversation until we have obtained more information regarding the problem or issue. We understand it is helpful to share ideas and research as we work toward a resolution.
- q. We recognize that relationship problems are best solved on a one-on-one basis. We agree not to triangulate others in our problem solving. Therefore, if a child has a problem with one parent, then the child and that parent alone should solve the problem.
- r. We agree not to use the children as messengers or problem solvers.

- s. We agree to allow the children to love both parents.
- t. We recognize that as the children grow older, their friends, schools, and extra circular activities will become more significant in their lives. Consequently, it is helpful to have the children provide input to our time-sharing schedule and design ways to insure meaningful time with both parents.
- u. We recognize that at times the children may not enjoy going back and forth between homes because it interrupts their lives. We agree to be supportive of the children spending meaningful time with both of their parents according to our time-sharing schedule and to enforce, encourage and support the time-sharing schedule. If the children express a strong desire to skip a time-sharing opportunity, the child and the parent involved should work through the issue one-on-one and arrange substitute time wherever possible.
- v. We agree to discuss discipline problems and reach a consensus whenever possible on parenting strategies. We understand that if we act consistently and as a united front, the children will feel more secure and will not play one parent against the other.
- w. We recognize that we have strengths and weaknesses. Each is responsible for their choices and accountable for their mistakes. We agree to learn from our mistakes and do the repair work where necessary. We understand that forgiveness is a process that primarily benefits the forgiver. Therefore, we understand that we can model forgiveness to the children by healing our feelings and choosing to be respectful to the other parent.

- x. We recognize that contention, and especially litigation, between us can cause the children to suffer emotional and behavioral problems. We agree to use our best efforts to resolve differences and solve problems without the need for litigation.
- y. We agree to be courteous and respectful when exchanging the children.
- z. We agree to discuss any financial issues or other significant issues at another time away from the children.

CHILD SUPPORT

19. The parties should pay child support in compliance with the Uniform Child Support Guidelines. Father's monthly income is \$12,530 and Mother's monthly income is \$4,605 for the purposes of calculating child support. Father's support obligation is \$1,906 per month. This obligation shall begin on November 1, 2022.

20. Child support for each child shall terminate 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 78A-6-801 and based on the combined support amount as derived from the parties' imputed income to be determined by the court.

21. Mother shall use the Office of Recovery Services to collect support. As Father has been late on support, Mother is entitled to mandatory income withholding relief pursuant to Utah Code § 62A-11, Parts 4 and 5, 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 payers. 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, UT 84145-011, 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.

22. Each party shall notify the other within thirty (30) days of any change in monthly income or change of employment.

MEDICAL AND OTHER EXPENSES/CREDITS

23. **Division of Accounts.** Pursuant to Utah Code Ann. Section 15-4-6.7, each party will elect for dental, medical, and school expenses to be created in separate billing accounts.

24. **Health Insurance/Expenses.** The parties should be ordered to maintain medical, dental and vision insurance for the children so long as it is available to them at a reasonable cost. Currently, Mother is offered insurance at a reasonable cost through her employment, therefore Mother should provide the insurance for the minor children through her employment. Each party should pay one-half of the out-of-pocket cost of the medical and dental insurance premium actually paid by the covering parent for the children's portion of the medical and dental insurance as provided in Utah Code Section 78B-12-212. Parties recognize that it is likely not beneficial to double cover the children while Mother is working for the State of Utah as a public-school teacher. In the event that Mother no longer works as a public-school teacher, and the

children are covered by both parents, the parents shall pay their own premium without contribution of the other.

25. A party carrying medical insurance on behalf of the minor children shall provide verification of coverage to the other parent upon initial enrollment of the dependent children, 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 thirty (30) calendar days of the date he/she first knew or should have known of the change.

26. If, at any point in time the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, and/or dental insurance plan of Mother will be primary coverage for the dependent children and the health, hospital, and/or dental insurance plan of Father will be secondary coverage for the dependent children. If a parent remarries and their dependent child is covered by that parent's new spouses' health, hospital, and/or dental insurance, that insurance will have the same designation as if it were the insurance policy of the parent to which the person the step-parent is married.

27. The parties shall share equally in all uninsured routine medical and dental expenses for the children including expenses for surgery, orthodontic care psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma as well as other reasonable and necessary uninsured medical and dental expenses, in accordance with Utah Code Section 78B-12-212.

28. A parent who incurs medical or dental expenses on behalf of the children should provide written verification of the cost and payment of medical and dental expenses to the other parent with thirty (30) days of payment for such expense. Pursuant to Utah Code Section 78B-12-212, the parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses. The parent reimbursing the other parent shall make payment within thirty (30) days of receiving notice of the expense with proof of payment.

29. Unless there is written agreement between the parties otherwise, they will utilize "in-network" providers who are covered by insurance whenever possible.

30. **Child Care:** Pursuant to Utah Code 78B-12-214, both parties shall share equally all reasonable work, career, or occupational training-related child care expenses.

31. The party who incurs child care expenses shall provide written verification of the cost and identity of a child care provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party incurring and/or paying for child care expenses shall notify the other party of any change of a child care provider or the monthly expense of child care within 30 calendar days of the date of the change.

32. The party not directly paying for child care shall begin paying his or her share of child care expenses within 30 days upon presentation of proof of the child care expense.

33. A party incurring and/or paying for child care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the party incurring and/or paying for the expenses fails to comply with this order.

34. **Other Child Expenses.** The parties shall split the costs of the children's expenses including school fees, school lunches, etc. with Mother paying 50% and Father paying 50%. Reimbursement for these expenses will be completed consistent with medical expenses as described herein.

35. **Extracurricular Activities.** The parties shall equally share the cost of extracurricular activities that they mutually agreed upon in writing. The current list of agree upon extracurricular activities are as follows:

CHILD	ACTIVITIES
BBBF	
TWRF	Music Lessons
AMLF	Music Lessons, Silver Bear Swim
TGWF	Silver Bear Swim
GWPF	Silver Bear Swim

36. Should a party not be able to afford the ongoing costs of extracurricular activities, they may provide notice to the other parent at least thirty (30) days prior to the child's next season/billing cycle for the activity.

37. The children shall be entitled to participate in at least one school sponsored/related activity or sport without objection by the other parent.

38. The parents shall not sign-up the children for activities that impose on the other parent's parent-time without their express written consent.

39. **Child Tax Credit/Exemption.** For tax purposes (State and Federal) when there is an even number of children the parties shall equally share the number children for which each parent may claim. When there is an odd number of children the parties will rotate who will claim

the odd-numbered child with Father claiming the child in odd-numbered tax years and Mother claiming the child in even-numbered tax years.

40. The “tax year” refers to the year preceding the year in which the tax return is filed.

41. Father shall only be allowed to claim the minor children if he is current on all support obligations as of December 31 of each tax year.

DIVISION OF ASSETS AND LIABILITIES

42. **Separate and Premarital Property.** Each party should be awarded their separate and premarital property, including property or monies in their possession at the time of marriage or received from inheritance, unless stated otherwise herein.

43. **Personal Property.** The parties agree that each party will each be awarded the following personal property:

PROPERTY DESCRIPTION	AWARDED TO
2x AR15's and 45MM Glock	Husband
All military and school effects	Husband
Laredo Smoker Grill	Husband
Table Saw	Husband
Totes of books Husband brought into the marriage	Husband
Ipad	Husband
Husband's clothing and personal effects	Husband
Camping Supplies	Split
The remaining personal property located at the marital residence.	Wife

44. **Titled Vehicles/Assets.** During the course of the marriage, the parties obtained interest or ownership of certain vehicles. These vehicles shall be awarded along with all liability and maintenance thereof as follows:

- a. Wife should be awarded the 2011 Chevrolet Express Van.

- b. Husband should be awarded the 2019 Kia Soul.
- c. If any of these vehicles and/or assets have a jointly-held liability thereon, the party receiving the vehicle/asset to which the liability is attached shall refinance that liability within 60 days after the decree of divorce has been entered. At which time the other party shall sign any necessary documents transferring title.

45. **Financial Accounts.** During the course of the marriage both parties have either obtained interest in or contributed marital funds to financial accounts including, but not limited to, savings and checking accounts. These accounts should be awarded as follows:

INSTITUTION	NAME ON ACCOUNT	APPROX. BALANCE	AWARDED TO
MACU	Wife/Daughter	\$150	Wife
USAA Checking ***1984	Wife	\$2,165	Wife
USAA Checking ***7138	Husband/Wife	\$180	Wife
Navy Federal Credit Union	Husband	\$811	Husband

- a. For jointly-held accounts, the parties will make good-faith efforts to facilitate the removal of the party not awarded the account to/from the other party within 14 days of signing this Stipulation.

46. **Retirement and Other Investment Accounts.** During the course of the marriage both parties have either obtained interest in two retirement accounts. All funds with the retirement accounts are marital funds. As a result, all of the fund therein shall be equally divided between the parties by way of two QDRO's to be prepared by Husband's counsel. Wife shall make good faith efforts to sign and necessary documents within a reasonable time after receiving documents to execute.

47. **Debts and Obligations.** During the marriage, the parties acquired marital debts and obligations. The parties shall be awarded the following marital debts:

CREDITOR	NAME ON DEBT	APPROX. BALANCE	AWARDED TO
Wife's Student Loans	WIFE	\$100,000	WIFE

- a. The parties shall each cease use of any accounts awarded to the other party immediately upon execution of this Stipulation.
- b. In accordance with Utah Code Ann. § 30-3-5, the parties will notify and inform each creditor which party is primarily liable for the debt with that creditor following the entry of this Decree of Divorce in this matter and each party will be required to give the creditor the name and address of both parties.

48. **Real Property.** During the course of the marriage, the parties obtained interest in real property at 376 McAllister Ln, Saratoga Springs, UT. Wife shall be awarded exclusive use and possession of the marital home. The parties agree that Father shall continue to pay the mortgage for a year following the Stipulation, from November 2022 to November 2023, or until the sale or refinance of the home is complete. After a year, on or around November 2023, Wife shall either elect to refinance the property or the parties shall work together to sell the home with a mutually agreed upon realtor. If Wife elects to refinance the home, she shall inform Father before November 1, 2023. Mother shall have until January 2024 to refinance the home. If the refinance has not closed by January 2024, then the parties shall immediately list the home for sale with an agreed upon realtor.

49. **Home Repairs.** Father agrees to pay the upfront costs for the following home repairs, using any agreed upon licensed contractor, with the understanding that Wife's half shall

be reimbursed during the equity division of the home. The repairs shall be completed by June 2023.

- i. Master Bathroom/Bedroom structural repair
- ii. New kitchen cabinets
- iii. New flooring/baseboards
- iv. New paint
- v. Garage door repair

a. **Sale of the Home.** The parties shall follow the recommendations of the realtor regarding marketing strategies, pricing strategies, etc. The proceeds distributed as follows.

- i. The mortgage shall be paid in full at the time of closing;
- ii. The realtor and closings costs shall be paid in full pursuant to the corresponding contractual terms; and
- iii. The remaining proceeds shall be distributed as follows:
 1. Mother shall be awarded all equity accrued from the pay down of the principal of the mortgage that has occurred since the date of the stipulation. The mortgage amount at the time of stipulation is \$330,000.
 2. The remaining equity should be split equally with the following exceptions:
 - a. Father shall be reimbursed half of the amount of costs of the above home repairs.

b. Mother shall be awarded an additional \$7,500 to account for debt division within the divorce.

b. **Refinance.** If Mother elects and is able to refinance the home, The parties shall complete an appraisal on or around the time of refinance. The parties shall use a mutually agreed upon appraiser. Husband's portion of the equity, and the required pay out, shall be determined as follows:

- i. The appraisal amount minus \$330,000, minus the costs of the refinance, divided by two;
- ii. Plus, half of the amount of the costs of repairs paid for by Husband;
- iii. Minus \$7,500 to account for marital debt.

50. **Alimony.** Wife has a need for alimony and Husband has some ability to pay. Husband shall pay the mortgage on the house in lieu of alimony payments until the sale of the parties' marital home or Wife's refinance. This obligation begins November 1, 2022. Once the parties' marital home has sold or Wife has refinanced, Wife should be awarded alimony in the amount of \$1,875 per month for a period of two years. Alimony amount shall then lower to \$1,500 for two additional years. Alimony amount shall then lower to \$1,000 for two additional years. Alimony amount shall then lower to \$500 for two final years. Alimony shall automatically terminate if the party receiving alimony remarries, cohabitates, the term of alimony is completed, or either party dies, whichever event occurs first.

51. Support obligations under the court's temporary orders remain in effect until November 1, 2022, when the new obligations begin.

52. **Name Change.** At her election Wife should be restored to her maiden/former name.

ADMINISTRATIVE PROVISIONS

53. **Duty to Sign Documents.** Both parties should be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of this divorce decree. Should a party fail to execute a document within sixty (60) days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

54. **Attorney Fees.** The parties should be responsible for their own attorney's fees in this action.

THE COURT'S SIGNATURE APPEARS ON THE TOP OF THE FIRST PAGE.

PLEASE TAKE NOTICE that pursuant to Utah R. Civ. P. 7(j)(4), (5) this document is proposed for the court's signature and shall be an order of the court unless you file an objection in writing within seven (7) days from the date of the service of this document.

Approved as to form:

DATED December 5, 2022.

/s/ Andrew Rawlings
Andrew Rawlings
Attorney for Husband
(signed by counsel with permission)

Submitted by:

DATED November 15, 2022.

COILLAW, LLC

/s/ Kelly Baldwin
Kelly Baldwin
Attorney for Wife

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing instrument was served as indicated below, on this 26th day of November 2022, to the following:

Andrew Rawlings
KRISTOPHER K. GREENWOOD, LC
Attorney for Petitioner
299 South Main Street, Suite 1300
Salt Lake City, Utah 84111
a.rawlings@krisgreenwood.com

- U.S. Mail, Postage Prepaid
- Hand-Delivered
- Facsimile Transmission
- Email/EFILE
- Overnight Mail

/s/ Kristine Brown