

The Order of the Court is stated below:

Dated: December 20, 2022
04:20:38 PM

/s/ DAVID J WILLIAMS
District Court Judge



AMBER McFEE (17532)
MARCO BROWN (13156)
BROWN FAMILY LAW, LLC
8915 S. 700 E., Ste 203
Sandy, UT 84070
Tel: 801.685.9999
Fax: 800.299.1016
Amber.m@brownfamilylaw.com

Petitioner's Attorney

IN THE SECOND JUDICIAL DISTRICT COURT, FARMINGTON
DAVIS COUNTY, STATE OF UTAH

In the matter of the marriage of:

CHRISTOPHER HEYWOOD,

Petitioner,

&

KAILEY HEYWOOD,

Respondent.

DECREE OF DIVORCE

Case No. 224701750

Judge David Williams

Commissioner Christina Wilson

Petitioner, Christopher Heywood, through his attorney, Amber McFee of Brown Family Law, LLC, stipulated to a full and final resolution of all issues raised in this matter pursuant to agreements reached November 2, 2022 and November 17, 2022, respectively. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

ORDERS, ADJUDGES, AND DECREES

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and Petitioner is hereby awarded a Decree of Divorce from Respondent, to become absolute and final upon entry by the Court.

Children

2. Christopher Heywood and Kailey Heywood are the legal parents of the following Minor Children: T.H., born January 2015, E.H., born November 2016, and B.H., born December 2020.

Children - Custody

3. It is in Minor Children's best interest that Parties be awarded Joint Legal and Joint Physical Custody.

4. Minor Children will live in Christopher Heywood's home 145 overnights each year and in Kailey Heywood's home 220 overnights each year.

Parenting Plan

5. Parties agreed to the Parenting Plan below.

6. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

7. The objectives of a parenting plan are to:

- A. provide for Minor Children's physical care and emotional stability;
 - B. provide for Minor Children's changing needs in a way that minimizes the need to change the parenting plan;
 - C. minimize Minor Children's exposure to conflict between the parents;
 - D. state the authority and responsibilities of each parent to Minor Children;
 - E. encourage the parents to meet their responsibilities to their Minor Children through agreement rather than judicial decision; and
 - F. protect the best interests of Minor Children.
8. Each parent must follow the parenting plan even if the other does not. If a parent does not follow the parenting plan, the court may find that parent in contempt of court.
9. Further guidance can be found at Utah Code 30-3-33.

Parent-Time schedule

10. Minor Children will live with Kailey Heywood 220 overnights each year and will have parent-time with Christopher Heywood 145 overnights each year according to a custom parent-time schedule.
11. Kailey Heywood will be the "custodial" parent.
12. Parties shall share parent-time as they can agree. If the parties cannot agree, Christopher shall be entitled to parent-time consistent with Utah code 30-3-35.1. In the event Parties are unable to agree regarding Christopher's midweek overnight, Christopher elects Tuesday as his midweek overnight. Changes to Christopher's midweek can be made through written (text or email) agreement of the Parties.
13. Parties agreed that once determined, this midweek visit option will not be changed more than once monthly.
14. Parties will follow the schedule for special occasions: If there is more than one child and Minor Children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, Minor Children may remain together for the holiday period beginning the first evening that all Minor Children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 30-3-35, 35.1).

Holiday

Holiday Time Period

Years and Parent Granted Holiday

Years and Parent Granted Holiday

Labor Day

Children 5 to

18 years of age (Utah Code

30-3-35)

- Holiday begins Friday at:
 - 6 p.m.; or
 - 9 a.m. if school is not in session

and the parent can be with the child

(2) Holiday ends at 7 p.m. on the day before school resumes.

Odd Years **Christopher Heywood**

Even Years **Kailey Heywood**

Columbus Day

Children 5 to

18 years of age (Utah Code

30-3-35)

- Holiday begins at 6 p.m. on the day before Columbus Day.
- Holiday ends at 7 p.m. on Columbus Day.

Even Years **Christopher Heywood**

Odd Years

Kailey Heywood

Fall Break

Children 5 to

18 years of age (Utah Code

30-3-35)

- Holiday begins 6 p.m. on the day that school dismisses for fall break.
- Holiday ends at 7 p.m. on the day before school resumes.

Odd Years **Christopher Heywood**

Even Years **Kailey Heywood**

Halloween

Children 5 to

18 years of age (Utah Code

30-3-35 and 30-3-35.1)

(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 **Christopher Heywood**

Odd Years

Kailey Heywood

Veterans Day

Children 5 to

18 years of age (Utah Code

30-3-35)

- Holiday begins at 6 p.m. on the day before Veterans Day.
- Holiday ends at 7 p.m. on Veterans Day.

Odd Years **Christopher Heywood**

Even Years

Kailey Heywood

Thanksgiving Break **Children 5 to**

18 years of age (Utah Code

30-3-35)

- Holiday begins on Wednesday at 6 p.m.

- Holiday ends at 7 p.m. on the night before school resumes.

Even Years **Christopher Heywood**

Odd Years

Kailey Heywood

Winter Break (First Half) **Children 5 to**

18 years of age (Utah Code

30-3-35 and

30-3-35.1)

(1) Holiday begins at (a) 6 p.m. on the day that school dismisses for winter break.

(2) Holiday ends on December 27th at 7 p.m.

Odd Years **Christopher Heywood**

Even Years

Kailey Heywood

Christmas Eve

(4 pm to 9

pm)

(1) Holiday begins on December 24th at 4 p.m.

(2) Holiday ends on December

24th at 9 p.m.

Odd Years

Kailey Heywood

Even Years **Christopher Heywood**

Christmas Day

(9 pm 24th

to 9 pm 25th)

(1) Holiday begins on December 24th at 9 p.m.

(2) Holiday ends on December

25th at 9 p.m.

Odd Years

Kailey Heywood

Even Years **Christopher Heywood**

New Year's Eve

(4 pm 31st

to 9 am 1st)

(1) Holiday begins on December 31st at 4 p.m.

(2) Holiday ends on January 1st

at 9 a.m.

Odd Years

Kailey Heywood

Even Years **Christopher Heywood**

New Year's

(1) Holiday begins on January

Odd Years

Even Years

Day

(9 am 1st

to 9 pm 1st)

1st at 9 a.m.

(2) Holiday ends on January 1st at 9 p.m.

Kailey Heywood

Christopher Heywood

Dr. Martin Luther King Jr. Day **Children 5 to**

18 years of age (Utah Code

30-3-35)

- Holiday begins Friday at:
 - 6 p.m.; or
 - 9 a.m. if school is not in session

and the parent can be with the child. (2) Holiday ends at 7 p.m. on the day before school resumes.

Odd Years **Christopher Heywood**

Even Years **Kailey Heywood**

President's Day **Children 5 to**

18 years of age (Utah Code 30-3-35)

- Holiday begins Friday at:
 - 6 p.m. or
 - 9 a.m. if school is not in session

and the parent can be with the child.

(2) Holiday ends at 7 p.m. on the day before school resumes.

Even Years **Christopher Heywood**

Odd Years

Kailey Heywood

Spring Break

Children 5 to

18 years of age (Utah Code 30-3-35)

- Holiday begins 6 p.m. on the day that school dismisses for spring break.
- Holiday ends at 7 p.m. on the day before school resumes.

Odd Year **Christopher Heywood**

Even Years **Kailey Heywood**

Memorial Day

Children 5 to

18 years of age (Utah Code
30-3-35)

- Holiday begins Friday at:
 - 6 p.m. or
 - 9 a.m. if school is not in session

and the parent can be with the child.

(2) Holiday ends at 7 p.m. on
the day before school resumes.

Even Years **Christopher Heywood**

Odd Years

Kailey Heywood

Father's Day

Children 5 to

18 years of age (Utah Code
30-3-35 and
30-3-35.1)

- Holiday begins on Father's Day at 9 a.m.
- Holiday ends on Father's Day at 7 p.m.

All Years: **Christopher Heywood** is the father

All Years: **Christopher Heywood** is the father

Summer Break **Children 5 to**

18 years of

Christopher Heywood will have up to two weeks of uninterrupted extended summer

Parent-time when school is not

Odd Years **Christopher Heywood**

Even Years **Kailey Heywood**

age (Utah Code

30-3-35 and

30-3-35.1)

in session, at the option of

Christopher Heywood. Christopher Heywood will have an additional two weeks of extended Summer Parent-time at the option of **Christopher Heywood**, subject to weekday parent-time for **Kailey Heywood**, but not weekends normally exercised by **Kailey Heywood. Christopher Heywood** will notify **Kailey Heywood** of the summer break extended parent-time by May 1 each year. **Kailey Heywood** will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of **Kailey Heywood. Kailey Heywood** will notify **Christopher Heywood** of the summer break extended parent-time by May 15 each year. If the notification by **Christopher Heywood** is not timely, **Kailey Heywood** may determine the schedule for extended parent-time for **Christopher Heywood**, so long as **Kailey Heywood** has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.

Independence Day **Children 5 to**

18 years of age (Utah Code

30-3-35 and

30-3-35.1)

- Holiday begins on July 3rd at 6p.m.
- Holiday ends on July 5th at 6 p.m.

Odd Years **Christopher Heywood**

Even Years

Kailey Heywood

Pioneer Day

Children 5 to

18 years of age (Utah Code

30-3-35 and

30-3-35.1)

- Holiday begins on July 23rd at 6 p.m.
- Holiday ends on July 25th at 6p.m.

Even Years **Christopher Heywood**

Odd Years

Kailey Heywood

15. Parent-time transfers:

A. Pick-up and drop-off ("transfers") of children for parent-time will be as described: Parties shall share, equally, all transportation necessary for parent-time. The receiving parent shall pick up the minor child from the other parent's residence.

16. Decision Making:

A. Each Party will make day-to-day decisions for Minor Children during the time they are caring for Minor Children. Either parent may make emergency decisions affecting the health or safety of Minor Children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

B. Parties shall discuss all major decisions regarding minor children and come to a mutual decision. If the parties are unable to reach a mutual decision, Parties shall consult with the related professionals - Minor Children's doctor, teacher, etc. If Parties are still unable to reach a mutual decision, Kailey shall have presumption decision making authority unless Christopher notifies Kailey he intends to take the issue to mediation. In the event Kailey intends to exercise presumption decision making authority, after consulting with professionals regarding Minor Children, Kailey must notify Christopher and barring emergent medical or dental care, shall postpone acting on her decision for 48 hours. Within 48 hours of Kailey giving Christopher notice of her intention to exercise presumptive decision-making authority, Christopher may notify Kailey that he is formally requesting mediation. In the event Christopher requests formal mediation on the issue at hand, Kailey will refrain from executing her decision until after Parties have attended mediation. Each Party shall be responsible for one-half of the cost of mediation.

C. Unless otherwise agreed by Parties, children shall continue seeing their current medical, dental, and vision providers. Any change to children's providers shall be agreed to by the parties. Any new provider shall be agreed to by the parties. If the parties cannot agree, they shall follow the decision-making process outlined herein.

17. Education Plan:

A. The school Minor Children will attend is based on Kailey Heywood's home residence. Parties agree that children shall stay enrolled in their current schools and attend their corresponding feeder schools, unless they agree in writing to an alternative. Each Party has the authority to check Minor Children out of school. Each party has access to Minor Children during school. Neither parent shall relocate children more than thirty (30) minutes away from their school(s). If Parties have a dispute regarding education, and they cannot resolve the issue with the decision-making process outlined in paragraph 27(b) of the above.

B. Christopher Heywood has access to Minor Children during school. Kailey Heywood has access to Minor Children during school. If the parents cannot agree, education decisions will be made by Kailey Heywood.

18. Communication with each other:

A. Parents may communicate with each other via any method.

19. Communication with Minor Children:

A. Parents agree to provide age-appropriate help to Minor Children to communicate with the other parent.

B. Give Minor Children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between Minor Children and the other parent.

C. Parents and children may communicate with each other whenever Minor Children choose, by any method.

20. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

21. Travel by Minor Children:

A. During their parent-time, the parent may consent for Minor Children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

B. If Minor Children will be traveling for more than 3 days, the parent arranging the travel will notify the other parent at least 7 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 1 day in advance. In case of emergency, the parent will provide as much notice as possible.

23. Right of first refusal:

A. Before using third-party child care, the Christopher shall give the Kailey the right of first refusal to care for the minor children. Parties agreed to use non-paid family members as child care providers first. If paid child care becomes necessary, Parties shall share, equally any education-related or work-related childcare expenses of the parties. Evidence of such

expenses shall be submitted to the non-incurring Party within thirty (30) days within which to reimburse the paying party for his or her 50% share.

24. Relocation of a parent:

A. If either Party moves more than 149 miles from the other parent, the moving parent will provide advance written notice of the intended relocation to the other parent. If possible, the notice will be provided 60 days before the anticipated move. A moving parent who fails to comply with the notice of relocation will be in contempt of the court's order. The written notice of relocation will contain statements affirming that:

(i). The parent-time provisions in Utah Code 30-3-37(5) or a schedule approved by both parties will be followed; and

(ii). Neither parent will interfere with the other's parental rights pursuant to court ordered parent-time arrangements, or the schedule approved by both parties.

B. If either parent lives more than 149 miles away from the other or the parents live in separate countries, parent-time will be as Parties agree. If they are unable to agree, the following will be the minimum parent-time allowed to the noncustodial parent:

(i). In years ending in odd numbers, the minor children will spend the following holidays with the noncustodial parent. Thanksgiving holiday beginning Wednesday until Sunday; and spring break, if applicable, begins the last day of school before the holiday until the day before school resumes.

(ii). In years ending in an even number, the minor children will spend the following holidays with the noncustodial parent. The entire winter school break period; and the fall school break beginning the last day of school before the holiday until the day before school resumes; and:

(ii). Extended parent-time equal to $\frac{1}{2}$ of the summer or off-track time for consecutive weeks. Minor Children will be returned to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. Parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.

C. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

(i). If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.

(ii). If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.

(iii). If a child is out of school for teacher development days or snow days after Minor Children begin the school year, or other days not included in the list of holidays in Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.

D. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

E. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for Minor Children's travel expenses for parent-time will be shared equally. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

F. Reimbursement the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

25. Changing the plan:

A. This plan remains in effect until changed. A change must be agreed to by both parents and in the following manner:

(i). Major or permanent changes must be in writing, but minor or temporary changes can be made orally.

26. If the parents need to resolve a dispute regarding Minor Children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children.

27. If the parents are unable to agree, they will go to mediation before bringing the issue to Court as outlined herein.

28. Both Parties shall abide by the following mutual restraining orders:

A. Parties shall not speak derogatorily about the other parent.

B. Parties shall not make disparaging remarks to one another or about one another to Minor Children. The parties shall not make disparaging remarks about one another or in children's presence, either verbally, in writing or otherwise.

C. Parties shall not speak with Minor Children about litigation between Parties.

D. Parties shall not harass or threaten each other.

E. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or they shall remove Minor Children from circumstances in which violations are occurring. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

PROVISIONS REGARDING SUPPORT PAYMENTS

Income: Christopher Heywood (Utah Code 788-12-203)

29. Christopher Heywood's gross monthly income for child support purposes is \$12,000.00. His base child support amount using the joint custody calculation is \$1,761.00 per month. He receives the following gross monthly income:

A. Christopher Heywood is employed at Northrop Grumman Corporation. He earns \$12,000.02 gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Kailey Heywood (Utah Code 788-12-203)

30. Kailey Heywood's gross monthly income for child support purposes is \$0.00. Her base child support amount using the joint custody calculation is \$0.00 per month. She receives the following gross monthly income:

A. Kailey Heywood does not have any countable income from any source.

Child Support (Utah code 788-12-202 et seq.)

31. Christopher Heywood and Kailey Heywood believe the guideline amount for child support is unjust, inappropriate, or not in the best interest of our children for the following reasons:

A. Christopher's income for child support purposes is \$12,000 per month. Kailey is currently unemployed but is in the process of looking for a teaching job to use her education and credentials. Kailey agreed to be imputed income for child support purposes at \$4,500 per month. Based on the joint custody calculator with the Christopher assigned 145 overnights and the Kailey assigned 220 overnights, the Christopher's child support obligation shall be \$1,404 per month.

32. It is in the best interest of Minor Children that Christopher Heywood be ordered to pay child support to Kailey Heywood as follows:

A. \$1,404.00 per month. This deviates from the Utah Uniform Child Support Guidelines.

33. Unless the Court orders otherwise, support for each child ends when:

A. A child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or

B. A child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

34. Child support payments will start the month immediately following entry of the order. The payment schedule will be: one half by the 5th day of each month, and the other half by the 20th day of each month.

35. Child support not paid by the 5th day of the month is past due on the 6th day of the month. Child support not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect support, their payment schedule will be followed.

36. The issue of past-due child support may be decided by future court or administrative action.

37. The parties must notify each other within 30 days of any change in their income.

Dependent children for tax purposes

38. Parties shall file joint tax returns for 2022.

39. Parties shall alternate claiming Minor Children as exemptions, deductions, and credits for the purposes of filing federal and state income tax returns.

A. When there are three children, each Party shall be entitled to claim one child. Parties shall alternate claiming the remaining child. Christopher shall be entitled to two Minor Children for odd tax years and Kailey shall be entitled to claim two Minor Children for even tax years.

B. When there are two children, each Party shall be entitled to claim one child.

C. When there is one child, Christopher shall be entitled to claim Minor Child for odd tax years and Kailey shall be entitled to claim Minor Child for even tax years.

D. Party paying child support must be current on all child-support payments by December 31st to claim Minor Children on that year's taxes.

PROVISIONS REGARDING HEALTH AND OTHER INSURANCES

Child health care (Utah Code 78B-12-212)

40. Responsibility for child medical and dental expenses will be as follows:

A. Parties shall be ordered to maintain a policy of health and dental insurance for the benefit of the parties' minor children. At the current time, Christopher is maintaining the insurance policy for the minor children through his work. Once the Kailey obtains employment and is

eligible for insurance, it is anticipated that she will cover Minor Children on her insurance. The parties shall share, equally, the out-of-pocket costs of the premium actually paid by a party for Minor Children's portion of such insurance.

41. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- A. Kailey Heywood's insurance will be primary coverage.
- B. Christopher Heywood's insurance will be secondary coverage.

42. If a parent remarries and that parent's 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 coverage will be as follows:

- A. Kailey Heywood spouse's insurance will be primary coverage.
- B. Christopher Heywood spouse's insurance will be secondary coverage.

43. Both Parties will equally share the out-of-pocket costs of the insurance premiums.

44. Both Parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

45. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

46. If a Party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

47. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

48. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

PROVISIONS REGARDING CHILD CARE EXPENSES

49. Both Parties will equally share all reasonable work, career, or occupational training related child care expenses.

50. The Party who pays child care expenses must provide the other Party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.

51. The Party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.

52. If a Party does not follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

Public assistance statement - Office of Recovery Services (ORS)

(Utah Code 788-12-113)

53. Neither party has received or is receiving public assistance from the State of Utah.

Personal Property:

54. All personal property not addressed in the divorce will be divided as the parties have already divided it.

55. The following vehicles will be divided as indicated:

A. Kailey Heywood will receive the following vehicles:

Make: Honda, Model: Odyssey, Year: 2016

Estimated current value: \$20,791.00

B. Christopher Heywood will receive the following vehicles:

Make: BMW, Model: 328i XDrive, Year: 2015

Estimated current value: \$11,991.00

C. Bank and credit union accounts will be divided as follows:

(i). Account number: **5111**

Name of Institution: **America First Credit Union**

Address: **Not Available**

Account Balance: **\$43,349.57**

Names on Account: **Christopher
Heywood Kailey Heywood**

Divide as follows: **25,674.78 to Christopher**

D. This other property will be divided as follows:

(i). Parties shall divide their marital personal property as they can agree. Parties anticipate that the majority of the household items shall remain in the home and the Christopher shall purchase new items to furnish his apartment. The unequal division of the funds in the savings account is to allow for this. Parties shall work together to equitably divide any remaining marital personal property. If Parties are unable to reach an agreement regarding the division of personal property, they shall attend mediation. The cost of mediation shall be paid equally between Parties.

56. Each Party will be ordered to assume and *pay debts* as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

A. Debt owed to: Great Lakes Student Loan Provider. Christopher Hayward will pay the entire debt owed to this entity, to the amount of \$84,555.39.

Real Property

57. Parties acquired the following real property during the marriage:

Address: **902 E Woodland Hills Dr, Bountiful, Utah 84010**; Tax Identification Number: Tax Parcel#: 04-077-0095.

Mortgage information and payments:

(i). This mortgage is: First Mortgage

Lender: Intercap Lending Inc.

Address: 11781 Lone Peak Pkwy #200 Draper, UT 84020

Amount Owed: \$463,250.00

Monthly Payment: \$2,379.18

58. This mortgage will be paid as follows after the divorce:

(i.) Kailey shall be awarded the sole and exclusive use of the Marital Home and shall be responsible to pay the monthly mortgage and all expenses associated with the Marital Home. Kailey Heywood will provide a copy of the divorce decree to the lender.

59. This real property will be divided as follows:

(i). Parties agree that the Kailey shall refinance the Marital Home to be in her name if she remarries or becomes financially eligible to refinance the Marital Home. If Kailey chooses to sell the Marital Home, then the equity from the sale will be divided equally between

Parties. Parties recognize that the Marital Home has had some upgrades and that if there are more upgrades to the Marital Home before it is refinanced or sold, then the Kailey will notify Christopher of the upgrades or modification she plans to make. Christopher can either pay his half at that time, or the Christopher shall be reimbursed for the Kailey's half from the proceeds of the sale or refinance. Any modifications or upgrades must add value to the Marital Home in order for the cost to be divided. Parties agree that if the Marital Home has not been sold or refinanced within three (3) years of signing this agreement, then Parties shall return to mediation and shall set a date for when the Marital Home will be refinanced or sold. If the Kailey misses a mortgage payment, Christopher is entitled to list the home for sale.

(ii). Each party is entitled to one-half of the equity in the Marital Home as that is determined at the time the home is refinanced or sold.

PROVISIONS REGARDING ALIMONY

60. Christopher Heywood will pay Kailey Heywood \$2,000.00 per month alimony.

61. Christopher Heywood's alimony obligation will end:

A. On 12/31/2027.

B. If Kailey Heywood remarries.

C. If Kailey Heywood dies.

D. If Kailey Heywood cohabits. Cohabitation must be proven in court before Christopher Heywood stops paying alimony.

62. Alimony will be paid as follows:

A. Parties anticipate that the Kailey will be able to obtain employment as a teacher, but recognize that she needs time to obtain that employment. In evaluating each Parties' needs, it is anticipated that the Kailey's needs are approximately \$4,000 per month. Christopher's needs are approximately \$3,536 per month. These calculations do not include child care expenses. Parties agree that the Christopher shall pay the Kailey rehabilitative alimony in the amount of \$2,000 per month beginning January 1, 2023. Parties shall return to mediation and shall recalculate and re-evaluate Kailey's need for alimony within one year of signing the Stipulation- or sooner if Kailey is able to obtain full time employment before then. Christopher shall pay Kailey alimony for no more than five (5) years. Alimony shall terminate upon the remarriage or death of the Kailey, or if the Kailey cohabits pursuant to Utah Code 30-3-5.

PROVISIONS REGARDING RETIREMENT ACCOUNTS

63. Parties have retirement money. The owner of the retirement money (Plan Participant) must do whatever is necessary for both Parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other Party (Alternate Payee).

64. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

- A. Company: Fidelity Investments
Plan in Name of: Christopher Heywood
Plan Value: \$75,457.09

(i). The retirement money shall be divided by percentage. Christopher Heywood is awarded 50% and Kailey Heywood is awarded 50% of the plan.

- B. Company: Not Available
 - (i). Account Type: 401K
 - (ii). Street: Not Available
City, State, Zip: Not Available
 - (iii). Plan Administrator Not Available
 - (iv). Account Number Not Available
 - (v). This plan is in the name of Kailey Heywood
 - (vi). Plan Value: \$0.00

(vii). The retirement money shall be divided by percentage. Christopher Heywood is awarded 50% and Kailey Heywood is awarded 50% of the plan.

(viii). Kailey shall prepare the Qualified Domestic Relations Order (QDRO) for this plan within 90 days after the divorce decree is entered.

Life Insurance

65. Christopher shall maintain a life insurance policy on his life, so long as such is available at reasonable cost or through his employer, in an amount of sufficient size to provide for a monthly income equal to child support payments ordered until Minor Children all age out of child support. Christopher shall maintain in full force and effect this life insurance policy until child support obligation ordered terminates and all child support arrearages have been paid in full. During such period, Christopher shall irrevocably designate Parties' Minor Children as beneficiaries on the life insurance, and designate either the other Party or a trust as the trustee for Minor Children.

Name Change

66. Kailey Heywood changed her name when the parties married. Her name will be Kailey Huff after the divorce.

Duty to sign documents

67. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70).

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

APPROVED AS TO FORM:

/s/ Kailey Heywood

(Signed by Amber McFee with express permission
from Kailey Heywood via email on 12/14/22)

Kailey Heywood

Respondent pro se

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

TO: Respondent, Kailey Heywood

As authorized by Utah Rule of Civil Procedure 7(j)(4)–(5), the undersigned attorney will submit the foregoing Decree of Divorce for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated 7 December 2022.

BROWN FAMILY LAW, LLC

/s/ Amber McFee

Amber McFee

Petitioner's Attorney

CERTIFICATE OF SERVICE

I hereby certify on 7 of December, 2022, I caused to be served a true and correct copy of the foregoing by email, addressed to the following:

Kailey Heywood

kaileybugs@gmail.com

Respondent Pro se

/s/ Melanie Cramer

Melanie Cramer

Paralegal, Brown Family Law