

The Order of the Court is stated below:

Dated: August 17, 2016
03:12:57 PM

/s/ MATTHEW BATES
District Court Judge



James E. Harward (Utah #4702)
W. Earl Webster (Utah #12274)
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**IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

PATRICIA CHIDESTER,
Petitioner,

v.

JOSHUA CHIDESTER,
Respondent.

DECREE OF DIVORCE

Case No.: 164903130

Judge: Matthew Bates

Commissioner: Joanna Sagers

The above matter came before the Court by way of Petitioner's Verified Petition for Divorce, in accordance with the Utah Rules of Civil Procedure. The Court has reviewed the Stipulation and Settlement Agreement executed by the parties. Based upon the documents provided, the court has jurisdiction to enter a Decree of Divorce. The Court, having found and entered its Findings of Facts and Conclusions of Law, being otherwise fully advised, and for good cause appearing, it is hereby ORDERED, ADJUDGED AND DECREED:

1. The Petitioner is granted a Decree of Divorce to become final upon signature and by the Court.

JURISDICTION AND VENUE

2. Petitioner and Respondent have been residents of Salt Lake County for more than three (3) months immediately preceding the filing in this Petition for Divorce.
3. Petitioner and Respondent were married on December 4, 1998 in Salt Lake City, Utah and separated in December 2010.
4. This Court has jurisdiction to decide child custody and support matters under the Uniform Child Custody Jurisdiction Enforcement Act UTAH CODE § 78B-13-102 and the Uniform Interstate Family Support Act § 78B-14-102, because the minor children of the parties lived with a parent in Utah for at least six (6) months immediately preceding the filing of this action.
5. There are no other proceedings in any other court concerning the minor children in this state or any state or country that would interfere with this Court's authority to issue child custody, child support, and parent-time orders.
6. Venue is proper pursuant to UTAH CODE § 30-3-1(2).

GROUND

7. Pursuant to UTAH CODE § 30-3-1(3)(h), the divorce should be granted on the grounds of irreconcilable differences. The parties have experienced discord, which despite efforts to the contrary, has made the continuation of the relationship of husband and wife no longer possible. Petitioner should be awarded a Decree of Divorce on the basis of irreconcilable difference.

CHILDREN

8. There are three (3) minor children of this marriage, to-wit: M.C., born October 2001, L.C., born September 2004, and C.C., born February 2006. Petitioner is not pregnant.

CUSTODY

9. Petitioner is awarded sole physical and legal custody of the minor children.
10. Sole custody is in the minor children's best interest because:
 - a. Petitioner has provided a stable, loving, safe home for the minor children since birth.
 - b. Respondent currently does not have a place for the children to stay and exercises his parent-time at Petitioner's house.
 - c. Respondent has alcohol dependency issues and is less than twelve months sober after he completed a residential rehab stay.

PARENT-TIME

11. Parent-time shall be as the parties agree. If the parties cannot agree, they shall follow the present parent-time schedule where Respondent will stay with the minor children overnight when Petitioner travels out of town for work, which generally occurs one to two nights per week.

PARENTING PLAN

12. The parties shall not involve the children in disputes or disagreements that may arise between the parties at any time or in any way.
13. Petitioner and Respondent shall treat each other with dignity and respect when in the presence of the children.
14. The parties shall be polite and behave maturely during the exchanges of the children.
15. Whichever parent is transporting the children, the other parent shall be at the appointed time and place, and have the children ready to be picked up or have made reasonable alternative arrangements for the pick-up of the children.

16. Day-to-day decisions regarding the care, control, and discipline of the parties' children shall be made by the parent with whom the children are currently residing with at that time.
17. Either parent shall make emergency decisions affecting the health and safety of the children when they are in their custody and control. A parent who makes an emergency decision must notify the other parent of the decision as soon as reasonably possible.
18. The parties shall work together to make decisions in the best interests of the minor children, including making major decisions involving medical care and schooling. If the parties are unable to agree, Petitioner shall have final decision making authority.
19. The parties shall communicate and share information regarding the minor children's development, including school records, medical and dental treatment, therapy, extra-curricular activities, sports, and other appropriate information with each other.
20. The parties shall notify each other of any special events involving the children such as school activities, church activities, sports events, graduations, etc., so that each party has the opportunity to reschedule their parent-time accordingly.
21. The parties shall not schedule or promote to the children any special events or activities that fall on the other parent's parent-time without first notifying the other parent and offering them the opportunity to reschedule their parent-time accordingly.
22. The parties shall keep the other parent informed as to their current residential address, home phone number, work phone number, cell phone numbers, email addresses, and other important contact information, including how to be reached in the event of an emergency.
23. If the children are traveling with one parent out of state, or more than 150 miles from the home of the minor children, the other parent shall be provided with the following information:

- a. An itinerary of travel dates and destinations;
- b. Telephone numbers where the children or travelling parent may be reached;
- c. The name and telephone number of an available third-party person who would be knowledgeable of the children's location.

24. If either parent decides to move from the state of Utah or 150 miles or more from the residence of the other party, that parent shall provide reasonable written notice of the intended relocation to the other parent.

25. The parties shall allow the children to communicate with the parent not exercising parent-time any time the children desire and shall give the minor children privacy during communication with the other parent and the parties will not interfere with or monitor communication between the children and the other parent.

CHILD SUPPORT

26. Pursuant to UTAH CODE § 78B-12-203, Petitioner's total countable gross monthly income for child support purposes is \$10,400.00.

27. Pursuant to UTAH CODE § 78B-12-203, Respondent's total countable gross monthly income for child support purposes is \$1,200.00.

28. Pursuant to the Uniform Child Support guidelines Sole Custody Child Support Worksheet, Respondent is ordered to pay Petitioner \$217.00 per month in child support.

29. Unless the court orders otherwise, support for the minor children terminates at the time (1) the children become 18 years of age, or has graduated from high school during the children's normal and expected year of graduation, whichever occurs later or (2) the children die, marry, become a member of the armed forces of the United States or are emancipated in accordance

with UTAH CODE § 78A-6-801 et seq.

MEDICAL AND DENTAL INSURANCE

30. Petitioner currently carries health and dental insurance for the parties' minor children, and should continue to carry health insurance. The parent with insurance available to them should be responsible for providing insurance for the benefit of the minor children.

31. Petitioner shall pay all "out of pocket" medical expenses.

32. The parties shall be responsible for their own medical and dental costs and to pay for their separate medical and dental insurance upon order of the court.

33. Petitioner and Respondent shall be responsible for any outstanding medical bills they incurred prior to the marriage and from the date of filing the divorce petition.

DEPENDENCY EXEMPTIONS AND TAX FILINGS

34. Petitioner shall be entitled to claim the parties' minor children as dependents for tax purposes.

REAL PROPERTY

35. During the course of the marriage the parties' acquired real property located at 730 Kensington Avenue, Salt Lake City, UT 84105.

36. Petitioner is awarded the exclusive right, title, use, and possession of real property, free of any claim of Respondent, with Petitioner responsible for all mortgage payments, taxes, insurance, utilities, and obligations associated with the residence.

MOTOR VEHICLES

37. Petitioner is awarded the 2016 Subaru Outback currently in her possession. Petitioner is responsible for all insurance, registration fees, taxes, liabilities, gas, repairs, and general maintenance. Respondent shall return all keys in his possession to Petitioner.

38. Respondent is awarded the 2004 Honda Pilot currently in his possession. Respondent is responsible for all insurance, registration fees, taxes, liabilities, gas, repairs, and general maintenance. Petitioner shall return all keys in her possession to Respondent.

PERSONAL PROPERTY

39. During the course of the marriage, the parties acquired personal property, which shall be divided as follows:

	AWARDED TO		
PETITIONER			RESPONDENT
Furniture	\$3,000.00	Personal effects	\$1,000.00
Kitchen equipment	\$1,000.00	Music collection	\$1,000.00
Gardening equipment	\$1,000.00	iTunes library	\$5,000.00
Personal effects	\$1,000.00	Tools	\$ 100.00

40. The parties shall be responsible for any debt associated with any item of personal property that is awarded to them, and should hold the other party harmless therefrom in the event the debt on the item was incurred jointly.

RETIREMENT PLANS

41. The parties do not have any retirement plans.

ALIMONY

42. Both parties are capable of supporting themselves, and neither party is awarded alimony.

BANK AND INVESTMENT ACCOUNTS

43. The parties maintained separate bank accounts during their marriage, and both parties

shall be awarded their own accounts free and clear of any claim by the other party.

DEBTS AND OBLIGATIONS

44. During the course of the marriage the parties acquired certain debts, which shall be divided as follows:

PETITIONER		RESPONDENT
American Express	\$ 31,579.00	
Chase credit card	\$ 5,459.00	
Carrington mortgage	\$147,455.00	
Key Bank second mortgage	\$ 30,921.00	

LIFE INSURANCE

45. Petitioner is required to maintain a life insurance policy of \$500,000.00 and name the minor children as beneficiaries of that policy.

ATTORNEYS' FEES

46. Both parties are responsible for their attorneys' fees and costs in this case.

MUTUAL CIVIL RESTRAINING ORDER

47. The parties shall not make any derogatory or negative statements about the other party in front of the parties' minor children or engage in conduct which could reasonably be construed as intended to influence the minor children's preference regarding custody or parent-time, or which would tend to diminish the love and affection of the children for either parent.

48. Both parties shall be mutually restrained from harassing, annoying, or otherwise engaging in conduct that operates to unreasonably bother or interfere with the other.

49. Petitioner and Respondent shall not permit any third-parties to take action or make any such negative statements while in the presence of the parties' minor children which they

themselves are restrained from making. In the event either party is present when a third-party engages in any prohibited conduct regarding the other parent, there is an affirmative duty to require the third-party to stop making such comments if possible, or remove the minor children from the presence of the third-party engaging in prohibited conduct.

MAIDEN NAME

50. It is fair and reasonable that Petitioner's maiden name of Noone be restored to her if she so chooses.

MISCELLANEOUS PROVISIONS

51. The parties shall execute and deliver to the other party in a timely manner any documents necessary to implement the provisions of the Decree of Divorce, which is entered by the Court. Each party shall be ordered to execute such deeds, contracts, agreements, titles, or other conveyances as may be necessary to transfer the property awarded to the parties in a timely manner.

52. In the event it becomes necessary for either party to retain legal counsel to enforce the terms and provisions of the Decree of Divorce entered herein, the prevailing party shall be entitled to a reasonable attorneys' fees and costs to enforce the provisions of the Decree of Divorce.

Made the order of this Court upon the date and time of the attachment of the Court's imprimatur of approval upon the face of the first page of the document.

APPROVED AS TO FORM AND CONTENT:

/s/Joshua Chidester

Joshua Chidester

Respondent

Signed with Permission