

The Order of the Court is stated below:

Dated: August 29, 2017
11:46:17 AM

/s/ ANDREW H STONE
District Court Judge



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**IN THE THIRD DISTRICT COURT, IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH**

<p>DOUGLAS B. WEBB Petitioner,</p> <p>v.</p> <p>JULIE W. WEBB, Respondent.</p>	<p>DECREE OF DIVORCE</p> <p>Case No. 164900304 Judge: Andrew Stone Commissioner: Joanna Sagers</p>
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The above-captioned matter came on regularly for consideration by the Court via a Stipulation and Property Settlement Agreement duly executed by both parties and approved by their respective attorneys. The Court, having reviewed the pleadings on file herein, and having entered its Findings of Fact and Conclusions of Law, does now ORDER, ADJUDGE, and DECREE as follows:

Provisions Relating to Jurisdiction

1. The parties are bona fide residents of Salt Lake County, State of Utah, and have been for three months immediately prior to filing this action.
2. During the marital relationship the parties resided in the state of Utah and this court has jurisdiction over the parties pursuant to Utah Code Ann. 30-3-1(2)(2008 as amended).

3. Petitioner and Respondent were married on May 19, 2007 in Sandy City, State of Utah, and are presently married. The parties separated on or about December 30, 2015 and do not currently reside together.
4. Utah is the home state of the parties' minor children, pursuant to Utah Code Ann. 78B-13-102(7), and Utah has jurisdiction to make an initial custody determination under Utah Code Ann. 78B-13-201(1), in that the children have lived in Utah with a parent for at least six consecutive months immediately prior to the commencement of this action.

Provisions Relating to Grounds

5. During the course of the marriage, the parties have experienced irreconcilable differences that have prevented the parties from pursuing a viable marriage relationship. Petitioner is granted a divorce from Respondent based upon irreconcilable differences.

Provisions Relating to Debts and Obligations

6. During the course of the marriage, the parties acquired certain debts and obligations. Each party shall be ordered to assume and pay the debts and hold the other harmless from liability as follows:

<i>Debt</i>	<i>Approximate Balance</i>	<i>Responsible Party</i>
Student Loans	Unknown	Respondent
Doug Winder	\$6,600.00	Petitioner
Medical Debts for Respondent's health issues	Unknown	Respondent

7. Each party should assume and pay their own individual debts and hold

harmless the other party from liability on all debts and obligations (i.e. *credit cards, utility bills*) incurred by that party after separation.

8. Pursuant to Utah Code Ann. 30-3-5(1)(c)(ii) the parties shall notify respective creditors or obliges, regarding the division of debts, obligations, or liabilities herein and the parties' separate and current addresses.

Provisions Relating to Personal Property

9. **Separate Property:** All items or heirlooms received by inheritance or gift through a family-line are the sole property of the person who received the inheritance, heirloom, or gift.
10. During the course of the marriage relationship, the parties acquired certain items of personal property which should be divided as follows:

<i>Property</i>	<i>Awarded To</i>
2 Sitting Chairs	Split – 1 to each
Dining Room Table	Petitioner
2 Vizio TVs	Petitioner
SoNos Wi-Fi Sound System	Petitioner
Wii U	Petitioner
Security	Petitioner
Baby Grand Piano	Respondent
Ikea Bedroom Set	Petitioner
Whirlpool Refrigerator	Petitioner
Whirlpool Range	Petitioner
Washer & Dryer	Petitioner
Bunk Bed	Petitioner
Dresser (heirloom)	Respondent
iMac Computer	Respondent
Dresser (heirloom)	Respondent
Mixer	Respondent
Crockpot	Respondent
Akorn Smoker	Petitioner

11. **Secured Debt:** Each party being awarded property shall also be responsible for the debt associated therewith.
12. **Accounts:** The parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. The value of those accounts should be verified as to the value at the date of the separation and the parties shall equally divide all values. The parties should work together to divide the existing bank accounts and cooperate to remove each other's names from joint accounts.
13. **Personal Belongings:** Each party should be awarded their own personal belongings. All other items are awarded to the party currently in possession of said item.

Retirement Accounts

14. During the course of the marriage, the parties have acquired pensions, retirement benefits, 401(k)s, IRAs, and/or deferred compensation plans. The retirement assets accrued during the marriage and to the date of separation (December 30, 2015) shall be divided equally between the parties, one-half to each. A Qualified Domestic Relations Order or Domestic Relations Order shall issue as needed with the costs for such order being paid by Petitioner.

Provisions Relating to Real Property

15. During the marriage, the parties have acquired an interest in real property, commonly known as 4433 W. Mankato Street, Riverton, UT 84096.
16. Petitioner is awarded the temporary and permanent, exclusive use and possession of said real property and all right, title and interest in said real property, including any reserve account, subject to the mortgage obligation owing on the property and the taxes and insurance. Petitioner shall refinance the home into his sole possession and/or secure the funds necessary so as to pay 50% of the equity of the home as of the date of divorce within twelve (12) months of the date of divorce. Petitioner may disburse funds from the 401(k).

Provisions Relating to Minor Children

17. The parties have two minor children born as issue of their marriage: **J.D.W.**, born July 2007 and **E.L.W.**, born June 2010.
18. The children are residents of Salt Lake County, State of Utah, and presently reside with Petitioner at 4433 W. Mankato Street in Riverton, Utah.
19. **Child Custody:** It is in the best interest of the minor children that the parties share joint legal and joint physical custody. A parenting plan is included herein.
20. **Regular Parent-Time:** Parent-time shall be as the parties agree. If the

parties do not agree, then parent-time shall be shared on a 50/50 basis with a 2-2-5 schedule as outlined below. The receiving party shall be responsible for transportation.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Dad	Mom	Mom	Dad	Dad	Mom	Mom
Mom	Mom	Mom	Dad	Dad	Dad	Dad

- a. Petitioner shall have every Wednesday and Thursday. Petitioner shall pick the children up from school on Wednesday and shall drop them back off at school on Friday mornings. If there is no school Petitioner shall pick the children up from Respondent at her home at 8:00 a.m. on Wednesday.
- b. Respondent shall have every Monday and Tuesday. Respondent shall pick the children up from school on Monday and shall drop them back off at school on Wednesday mornings. If there is no school Respondent shall pick the children up from Petitioner at his home at 8:00 a.m. on Monday morning.
- c. When it is Petitioner's weekend with the children he shall pick the children up from school on Wednesday. If there is no school he shall pick them up from Respondent's home at 8:00 a.m. that Wednesday. He shall drop the children off at school the next Monday morning. If there is no school that Monday Respondent shall pick the kids up from Petitioner's home at 8:00 a.m.
- d. When it is Respondents weekend with the children she shall pick the children up from school on Friday. If there is no school she shall pick them up from Petitioner's home at 8:00 a.m. that Friday. She shall drop the children off at

school the next Wednesday morning. If there is no school that Wednesday Respondent shall pick the kids up from Petitioner's home at 8:00 a.m.

21. **Drugs and Alcohol:** The parties shall be restrained from consuming and abusing illegal drugs or prescription drugs. The parties should be restrained from abusing alcohol while the minor children are in their care or immediately prior to parent-time.
 - a. If either parent suspects that the other parent is using illegal substances, they may request the other parent to submit to at least an observed 7 panel drug test or a hair follicle test at their own cost.
 - b. If the drug test comes back positive for illegal drugs or any un-prescribed prescription drugs, then the parent who failed the test will be required to reimburse the requesting parent for the cost of the test. Once requested, the drug test must be completed within 24 hours, if reasonably practical to do so, and if not completed shall be considered positive for drugs.
 - c. If a party tests positive for illegal drugs on non-prescribed drugs, then the parties shall return to court to readdress custody and parent-time.
22. **Virtual Parent-Time:** Both parents shall allow the minor children unmonitored phone access to the other parent for a reasonable duration and at reasonable hours.
23. **Right of First Refusal:** Pursuant to Utah Code Ann. 30-3-33, parental care is presumed to be better for the children than surrogate care.

Therefore, if either party is available when care is needed for a period of more than four (4) hours, they shall have the right of first refusal in so far as it does not interfere with other consistent and regular daycare needs.

24. **Address and Phone Number:** The parties shall keep each other informed of his or her address and telephone number at all times.
25. **Holidays:** The holiday visitation will be as the parties agree, or if the parties cannot agree then the schedule will track the standard holiday visitation schedule contained in the Utah Code Ann. § 30-3-35, with Petitioner being designated as the custodial parent.
26. **Child Support:** Petitioner is employed by Larry H. Miller Auto and grosses \$9,500.00 per month. At the time of the Stipulation, Respondent was employed by Keller Williams Realty and grossed \$2,773.00 per month. Her job has since changed to Rox Borough Realty Group, but her income remains the same. The joint custody worksheet shall be used to calculate child support. Petitioner would be ordered to pay child support to Respondent for the parties' children in the amount of \$514.00 per month in accordance with Utah Code Ann. 78B-12-203. However, the parties agree that Petitioner shall continue to pay for the children's karate (~\$225.00/mo.) and shall also be solely responsible for the children's day care expenses (~\$800.00/mo.). As such, Petitioner shall have no child support obligation to Respondent. However, 1) if the children ever stop

with karate (and it is not replaced with another activity that Petitioner solely pays for) or 2) the day care expenses drop such that the combination of 1 & 2 equates to less than \$514.00 per month the parties shall reevaluate and recalculate the amounts. If they cannot reach a consensus they shall mediate prior to bringing an action.

27. **Medical Insurance Coverage:** Petitioner shall maintain in force any and all health insurance for the minor children, when it is available at a reasonable cost and the insurance coverage is accessible to the children. If at any time, the children are covered by the insurance plans of both parents, Petitioner's plan is designated the primary coverage and Respondent's plan shall be secondary coverage for the children. If a parent remarries and his or her dependent child is not covered by that parent's insurance, but is covered by the step-parent's plan, the step-parent's plan shall be treated as if it is the plan of the remarried parent and shall retain the same designation and primary or secondary insurance. The party who carries the insurance on the children shall provide proper verification of health, optical, hospital, dental and other medical insurance coverage to the other party on or before January 2nd of each calendar year. Further, each party should notify the other of any change of insurance carrier, premium, or benefits within thirty (30) days of the date he/she first knew or should have known of the change.

28. **Medical Insurance Premiums:** Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid for the family and should be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the results by the number of minor children.
29. **Out-of-Pocket Medical Expenses:** Each party shall pay half of all reasonable and necessary health, optical, hospital, dental and other medical expenses of the parties' minor children including, but not limited to: out-of-pocket costs actually paid by either parent for the minor children's portion of health, optical, hospital, dental and other medical insurance coverage and all reasonable and necessary uninsured health, optical, hospital, dental and other medical expenses, including deductibles and co-payments, incurred for the dependent children and actually paid by either parent. Either parent who incurs health, optical, hospital, dental and other medical expenses for the parties' minor children should provide written verification of the costs and payment of such health, optical, hospital, dental or other medical expenses to the other parent within thirty (30) days of payment. In addition to any other sanctions provided by the court, a parent incurring medical expenses may 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.

30. **Child Care:** As per paragraph 26 above, Petitioner shall be solely responsible for child care related to the parties' regular work schedule.
31. **Taxes:** The parties shall alternate years wherein each may claim the children as a tax exemption and be awarded any credits related to the children for the purpose of calculating State/Federal income taxes, beginning with Petitioner claiming the children for tax year 2017.
32. **Advisory Guidelines:** It is in the best interest of the minor children that the parties be bound by the advisory guidelines as contained in Utah Code Ann. 30-3-33.
33. **Extra-curricular Activities:** The parties shall discuss which extra-curricular activities the children shall participate in. The parties shall support the children in these extra-curricular activities, financially and otherwise sharing the cost equally, whenever they have agreed on a children's involvement in any activity in writing.
34. **Relocation:** The parties shall follow the notice provisions of U.C.A. 30-3-37.

Miscellaneous Provisions

35. **Alimony:** Both parties to this action are able-bodied and employed, and neither party is awarded any alimony from the other, neither current nor in

the future.

36. **Mutual Restraining Order:** The parties shall both be restrained from disparaging the other party to or in the presence of the children and are to instruct third-parties to also be so restrained. Both parties shall be restrained from discussing the legal action or any adult topics with or in the presence of the children and are to instruct third-parties to also be so restrained. The parties shall be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.
37. **Restriction from Individuals:** Respondent is forbidden from having the children in the presence of or near Michael Whitlock at any time or place. If Michael Whitlock is present, Respondent shall immediately remove the children. Respondent shall not allow third parties to do that which she is not allowed to do herself.
38. **House Allowance.** Petitioner shall contribute \$500.00 monthly to Respondent for a housing allowance. This amount shall be due on the 1st day of each month. The allowance shall terminate after twenty-four (24) months. This allowance obligation shall also cease if Respondent remarries, becomes engaged to be married or cohabitates.
39. **Delivery of Documents:** Each party shall execute and deliver to the other such documents as are required to implement the provisions of the Decree

of Divorce.

PARENTING PLAN

- A. Medical Information. Both parties shall have the right to obtain medical information on the minor children from healthcare providers directly without the necessity of going through the other party or getting their permission.
- B. Educational Information. Both parties shall have the right to obtain educational information on the children directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party should be listed as a parent for the purposes of school contact or medical care provider contact.
- C. Notice of Activities. Both parties shall have the right to be notified by the other party of major events in the children's lives that they otherwise would not be aware of, so that they can have enough advance notice to attend.
- D. Communication. Each party shall communicate directly with the other and not through third persons. The children should never be used as messengers. Communication shall be respectful and at no time shall it be sarcastic or derogatory. Communication shall be limited to matters involving the minor children such as their health, activities, and well-being. In the event of a child's medical emergency, each party shall promptly notify the other.
- E. Out of State Travel. Any parent intending to take a child out of state shall provide a brief itinerary to the other parent at least a week prior to travel, including a telephone number for emergency communication. The parties shall comply with U.C.A. 30-3-36(2).
- F. Decision making. All major decisions concerning the children, including health, education, and general welfare, daycare, medical and dental treatment, and therapy will be discussed. Further, we agree to use the following decision-making procedure:
 - 1. Identify the issue
 - 2. Develop possible solutions

3. Choose the most sensible solution that considers the needs and interests of everyone involved

- G. Tie-Breaking Procedure. Under the terms of above, the parties shall discuss major decisions together, focusing on objective criteria and facts, and involving any professional who may be of assistance. If they are unable to reach an agreement, Petitioner shall have the final say.
- H. Emergency Medical Decisions. The parent who has the child at the time he/she suffers an emergency medical condition has the authority to make any initial decision regarding emergency medical care. That parent shall notify the other parent immediately.
- I. Day-to-Day Decisions. Whichever parent has the children in his or her physical custody may make minor, day-to-day decisions regarding them and their care.
- J. Implementation of Treatment. Each of the parties will facilitate, help and promote the taking of medication or other regimens of therapy for the children as prescribed by a doctor.
- K. Mediation before Litigation. If the parties have a dispute concerning an issue addressed in the parent time provisions of the Decree or this Parenting Plan, they shall seek first to resolve the dispute via mediation with a certified domestic relations mediator before conducting a hearing on any motion to enforce, interpret or modify the Decree.
- L. Incorporation of Statutes. The parties shall be bound by the provisions of Sections 30-3-33 which are incorporated by this reference.
- M. Transportation for Parent Time. With regard to Utah Code Ann. 30-3-33(4), the parent receiving the children shall be responsible for the transportation associated with pick up.
- N. Tattooing, Body Piercing, and Permanent Cosmetics. Neither parent will or allow others to permanently change the appearance of the body of the children, including but not limited to body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent from the other parent.

[See First Page for Court Endorsement]

APPROVED AS TO FORM:

/s/ Kyle D. Adams

Kyle D. Adams, Attorney for Petitioner

/s/

Julie Webb, Pro-Se Respondent

CERTIFICATE OF SERVICE

I hereby certify that on this 23rd day of August 2017, I served a true and correct copy of the foregoing proposed ***DECREE OF DIVORCE*** via US Mail, postage prepaid, to:

Julie Webb
9583 South 2500 West
South Jordan, Utah 84095

/s/ Katelyn Barton