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PRIVATE RECORD

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

KRISTIN BOUWMEESTER,

Petitioner,

v.

BERTUS BOUWMEESTER,

Respondent.

DECREE OF DIVORCE

CIVIL NO. 194700937
JUDGE DAVID J. WILLIAMS
COMMISSIONER TR MORGAN

WHEREFORE, the Court has reviewed the Findings of Fact and Conclusions of Law, Mediated Stipulation and Settlement Agreement on record, and previous pleadings submitted to the Court. Based thereon, it is hereby ordered, adjudged, and decreed as follows:

1. Residency: The Petitioner is a bona fide resident of Davis County, State of Utah, and has been for three months immediately prior to the filing of this action.
2. Marriage Statistics: The parties were married on September 11, 1992, in Salt Lake City, State of Utah. The parties are currently separated.

3. Grounds: The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

4. Children: The parties have one minor child that remains between the parties, to wit: J.B., born February 2010. No further children are expected.

5. Home State: Utah is the home state of said minor child pursuant to U.C.A. 78B-13-201(1)(a).

PARENTING PLAN

6. Physical Custody: The Petitioner shall have sole physical custody of the minor child. Respondent shall have parent-time per U.C.A. 30-3-35. Respondent may have parent-time up to 30-3-35.1 at the minor child's election, discretion, or preference.

- a. Neither party is to interfere with the minor child's decision for parent time.
- b. Both parties will respect the minor child's decision for parent time. Neither party may suggest or influence the child in any manner as it regards the discretion to exercise the parent-time.
- c. Neither party may punish the minor child for exercising or not exercising over nights with Respondent.
- d. The parties may advise the minor child of the right to move up to U.C.A. 30-3-35.1 for parent time but may not sway or further discuss with her.
- e. The minor child has to make the request for parent time with one parent. That parent will inform the other parent who can then verify the request with the minor child. The

verification of the request between the child and other parent will occur outside the presence of the other parent to make sure no influence has been made.

- f. If applicable, should an overnight is exercised pre U.C.A. 30-3-35.1, Respondent would be responsible for getting the minor child to school, if school is in session.
- g. Petitioner's home address is the primary address for the minor child for schooling purposes.

7. Holiday Parent-Time: The parties shall abide by the statutory holiday schedule per Utah Code Ann. 30-3-35. Petitioner shall be designated as the custodial parent for the purpose of applying the holiday statutory schedule.

8. Legal Custody: The parties shall share joint legal decision-making authority. Should the parties encounter a dispute over a major issue involving the child, the parties will meet and confer by phone in good faith or by email to discuss the issue. Absent an agreement, the Petitioner shall have final say subject to the Respondent seeking judicial review if he feels the final decision is not in the best interest of the minor child.

9. Mutual Restraint: the following mutual restraints shall apply equally to the parties as a part of the instant Parenting Plan:

- a. The parties are mutually restrained from committing, trying to commit, or threatening to commit any form of violence against the other party, including stalking, harassing, threatening, physically hurting, or causing any other form of abuse.
- b. The parties are mutually restrained from contacting, phoning, emailing, or communicating with the other party with the exception of limited, civil, and reasonable email and text messaging regarding parent time with and regarding the

- minor children, and communication which would be reasonable and necessary to provide for the parties to resolve issues in their divorce.
- c. The parties are mutually restrained from speaking to the children or third parties about the other party in demeaning, disparaging or disrespectful terms and should prevent the children and third parties from doing so as well.
 - d. The parties are mutually restrained from each other's place of employment, professional activities, and vehicles. Respondent may only have electronic communication with Petitioner for purposes to the extent required for parent time exchanges. The Respondent is restrained from entering onto Petitioner's real property or to park at her curb front at any time.
 - e. The parties may only be physically present with one another during brief exchanges of the minor child. Neither party is to approach or engage in conversation with the other during exchanges. The minor child will simply walk from one party to the other (residence or vehicle) during the exchange.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

10. Child Support: Respondent shall be obligated to provide child support to Respondent on a monthly and ongoing basis as follows:
 - a. Petitioner is currently employed full-time and has an average gross monthly income of \$6,100.
 - b. Respondent is currently employed full time and has an average gross monthly income of \$6,065.

- c. Child support shall be calculated pursuant to the Uniform Civil Liability for Support Act, Utah Code Ann. § 78B-12-302. According to a deviated upwards sole Physical Custody calculator, Respondent's child support obligation shall be set at \$1,000.
- d. Pursuant to Utah Code Ann. 78B-12-219(1), child support shall continue until automatic termination 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 Ann. 78A-6-801.

11. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor child in accordance with U.C.A. §78B-12-212.

- a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.
- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

- c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.
- d. If, at any point in time, the dependent children is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Petitioner shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Respondent shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but are covered by a stepparent's plan, the health, hospital, or dental insurance plan of the stepparent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.
- e. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.
- f. If the cost of provision of any of the medical and dental insurance coverage set forth above is by agreement unreasonable, with reference to the scope and extent of the coverage, then the parties shall be relieved of the obligation to maintain such insurance. If the parties both agree that the cost of the coverage is unreasonable, it

shall be deemed so. If the parties disagree, the matter shall be subject to further Order of the Court.

12. Alimony: Neither party has a need for alimony. As such, neither party shall be awarded alimony, both now and forever.

13. Financial Accounts: Both parties should be awarded their respective equitable share or otherwise their Woodward share of any and all pensions, investment, retirement, or similar type of financial interest in one another's possession. The value date for said division shall be June 1, 2019. The parties will seek offset of their respective retirement accounts as applicable, with the parties to pursue as few division orders as possible in dividing the foregoing marital interests. Both Health Savings Accounts (HSA's) shall be split equally as of June 1, 2019.

14. Taxes: For 2022 and 2023 calendar years, Respondent may claim the minor child. Starting 2024, the parties shall rotate claiming the minor children for tax purposes each and every year. Petitioner shall claim the child for even numbered tax years (starting 2024), and Respondent shall claim the child for odd numbered tax years (starting 2025).

15. Vehicles: The Petitioner is awarded the Yukon and the Respondent is awarded the Duramax, along with any and all debts and liabilities associated therewith. The parties shall cooperate to sign over any interest or ownership they may have in the other party's vehicle. Each party shall be responsible for refinancing or paying off the debt associated with either vehicle so as to remove the other party's name from any debt associated with their vehicle, if applicable. The parties are to retitle the Honda in the name of their son.

16. Personal Property: The Respondent is awarded the 4-wheeler and the travel trailer. The Respondent will pay the Petitioner \$5,000 for her share of equity within ten (10) days of

May 13, 2022 (Settlement Conference date).

- a. The parties will review any remaining personal property they may have not exchanged per their prior procedures.
- b. The Respondent is to provide the safe combination to a third party who will arrange a time with Petitioner to open the safe. The Petitioner and third party may then inventory the contents of the safe. After inventory is complete, Petitioner may remove items prior to the safe being closed by the third party. Thereafter, both parties will prepare lists of property they would like to be awarded. The parties will meet and confer and divide whether they can reach an agreement with respect to personal property divisions. If the parties cannot reach an agreement the parties shall mediate before certifying those issues in a limited trial setting. This exchange shall happen within thirty (30) days.

17. Real Property: The parties acquired a piece of real property during the marital relationship located at 625 N 2800 W, West Point, Utah 84015. The Petitioner shall be awarded the marital home and shall be solely responsible for any and all expenses and liabilities associated with the marital home. The Petitioner must refinance the mortgage associated with the marital home, to remove Respondent's name therefrom and pay his share of the equity concurrently therewith, within six (6) months. Should the Petitioner fail to timely refinance the mortgage or otherwise elect to sell the home, then the home shall be placed on the market for sale.

- a. The Respondent is entitled half of the equity in the home. The value of the home shall be determined by an appraisal associated with Petitioner's refinance of the home or

the value at which the home may sell for. In consideration of above terms, Petitioner shall provide Respondent with three (3) names for appraiser within seven (7) days. The Respondent will then choose one (1) appraiser and pay for the appraisal based on fair market value, within seven (7) days. The appraisal shall be completed within twenty-one (21) days after selection.

- b. Appraisal amount will be the start of the calculation as follows: Fair market value minus a mortgage balance of \$85,000, as agreed by the parties. The parties will minus refinance costs up to \$4,000 from the available equity. Thereafter the remaining funds shall be divided equally if sold or buy out amount for the Respondent's portion of equity.

18. Debt: Any amounts owed to either party going backwards from May 13, 2022 (Settlement Conference) are waived. All claims against the other party for: outstanding medical, Opti care medical, attorney fees judgments, etc. are all waived.

19. Notice to Creditors: The parties are to notify respective creditors or obliges, regarding the Court's division of debts, obligations, or liabilities and regarding the parties' separate, current addresses and provisions for the enforcement of these orders.

20. Full Disclosure: The parties each indicate there has been complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any deliberate failure to provide complete disclosure may constitute perjury. The property referred to herein represents all property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

21. Effective Date: This Decree of Divorce is effective as of May 13, 2022, with the above timelines and deadlines commencing from this date.

22. Attorney's Fees and Costs: Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action, if any.

*******END OF ORDER*******

[SIGNATURE OF COURT TO APPEAR AT THE TOP OF PAGE ONE]

APPROVED AS TO FORM

/s/ Bradley K. Carr
Attorney for Respondent
By Jacob Cowdin via Permission of Bradley Carr

CERTIFICATE OF SERVICE

I hereby certify that on this 8th Day of July 2022, I caused to be served a true and correct copy of the foregoing via Email/Electronic Notification to the following:

Bradley K. Carr
Attorney for Respondent

/S/Loyola D. Padilla
Paralegal