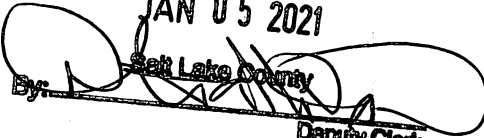


FILED DISTRICT COURT
Third Judicial District

JAN 05 2021

By: 
Salt Lake County
Deputy Clerk

Name: Shannon Larsen Webb
Address: 2225 E 9800 S
Sandy, UT 84092
Phone: 360-915-3903 Email:

Pro Se I am the Petitioner

IN THE THIRD JUDICIAL DISTRICT COURT
OF SALT LAKE COUNTY, STATE OF UTAH
450 South State St
P.O. Box 1860
Salt Lake City, UT 84114-1860
Phone: (801) 238-7300

Shannon Larsen Webb,
Petitioner,

vs.

Christopher F. Webb,
Respondent.

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**DECREE OF DIVORCE
AND JUDGMENT**

Case No. 204903979

Commissioner: Sagers

Judge: Holmberg

This divorce action is before the court on **Shannon Larsen Webb's** VERIFIED PETITION FOR DIVORCE. The Court having found and entered its FINDINGS OF FACT AND CONCLUSIONS OF LAW and being otherwise fully advised, adjudges and decrees as follows:

DIVORCE

1. Shannon Larsen Webb is granted a divorce based on the Affidavit of Jurisdiction and Grounds, the divorce to become final upon entry.

CHILDREN

2. Christopher F. Webb is the legal father and Shannon Lynn Webb is the legal mother of the following children under Utah’s Uniform Parentage Act, Utah Code 78B-15-101 et seq. This court has jurisdiction to determine the issues related to the children in this divorce action because the parties became the legal parents of the children prior to or during the time the parties were married, or if the parties are expecting the birth of a child at the time of the divorce, their child will be born within 300 days of the entry of the DECREE OF DIVORCE. The name, birth month, and birth year of each minor child are listed below:

<u>Name</u>	<u>Date of Birth</u>
Ruby Emerson Webb	03/10/2003
Finnegan Eaton Webb	04/26/2005
Beckett Elias Webb	10/26/2006

CHILDREN – UCCJEA JURISDICTION

3. Utah has jurisdiction over the custody and parent-time issues in this case pursuant to Utah’s Uniform Child Custody Jurisdiction and Enforcement Act because Utah is the home state of the parties’ minor children under Utah Code 78B-13-102(7) and/or this case meets the criteria under Utah Code 78B-13-201(1), 207, and 208. During the last five years, the minor children have resided at the following places and with the following parties:

REW (born 3/2003) residences for past 5 years:

FROM/TO	ADDRESS	RESIDED WITH/RELATIONSHIP
06-2019/present*	2225 E. 9800 S. Sandy, UT 84092	Shannon Larsen Webb mother
09-2018/06-2019	10347 Loridan Lane Sandy, UT 84092	Shannon Larsen Webb mother
03-2015/09-2018	3416 Oakes View Lane Anacortes WA 98221	Shannon Larsen Webb & ChristopherWebb Parents

FEW (born 4/2005) residences for past 5 years:

FROM/TO	ADDRESS	RESIDED WITH/RELATIONSHIP
06-2019/present*	2225 E. 9800 S. Sandy, UT 84092	Shannon Larsen Webb mother
09-2018/06-2019	10347 Loridan Lane Sandy, UT 84092	Shannon Larsen Webb mother
03-2015/09-2018	3416 Oakes View Lane Anacortes WA 98221	Shannon Larsen Webb & ChristopherWebb Parents

BEW (born 10/2006) residences for past 5 years:

FROM/TO	ADDRESS	RESIDED WITH/RELATIONSHIP
06-2019/present*	2225 E. 9800 S. Sandy, UT 84092	Shannon Larsen Webb mother
09-2018/06-2019	10347 Loridan Lane Sandy, UT 84092	Shannon Larsen Webb mother
03-2015/09-2018	3416 Oakes View Lane Anacortes WA 98221	Shannon Larsen Webb & Christopher Webb Parents

CHILDREN – RULE 100 INFORMATION

4. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code 78B-13-101 et Seq. and The Uniform Interstate Family Support Act, Utah Code 78B-14-101 et Seq., the parties state upon information and belief, that:

- a. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the parties' minor children which have been filed, or are pending, or have been completed with an order.
- b. The parties are unaware of any criminal, delinquency or protective order cases involving a party or the parties' children.
- c. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the parties' minor child(ren) and who claims to have custody, child support, and/or parent-time or visitation rights with respect to the parties' minor child(ren).

CHILDREN – CUSTODY

5. The parties shall have shared legal custody of the minor child(ren).

The Mother shall have sole physical custody of the minor child(ren), with the Mother's home as primary residence, in accordance with the Parenting Schedule below.

The Court should approve the following parenting plan.

PARENTING PLAN

PARENTING SCHEDULE

6. WEEKLY SCHEDULE

The parent who does not have sole physical custody shall have at a minimum the following rights of parenting time/visitation with the minor child(ren):

Weekend Parenting Time

Visits per non-custodial parent’s schedule. Custodial Parent agrees to accommodate noncustodial parent’s schedule. Non-Custodial parent requests that Grandfather (Michael S Webb Sr.) Brother ((Samuel E Webb) Brother (Michael S Webb Jr.) have right to visitation in lieu of non-custodial parent, at non-custodial parent’s request. Schedule to be coordinated with

Custodial parent.

For purposes of this parenting plan, weekend parenting time will start at Friday 3:00 pm and end at Sunday 9:00 pm.

Weekday Parenting Time

Visitation as non-custodial parent's schedule will allow

For purposes of this parenting plan, weekday parenting time will start at 3:00 pm and end at 9:00 pm.

7. HOLIDAY SCHEDULE

The schedule below indicates if child(ren) will be with the parent in ODD or EVEN number years or EVERY year:

	<u>MOTHER</u>	<u>FATHER</u>
New Year’s Day	Even	Odd
Martin Luther King Day	Even	Odd
Presidents’ Day	Even	Odd
Memorial Day	Even	Odd
July 4th	Even	Odd
Labor Day	Even	Odd
Veterans’ Day	Even	Odd
Thanksgiving Day and Friday	Even	Odd
Christmas Eve	Even	Odd
Christmas Day	Even	Odd
Mother’s Day	Every	

Father's Day		Every
Ruby's Birthday	Even	Odd
Finnegan's Birthday	Even	Odd
Beckett's Birthday	Even	Odd

a. START AND END TIME FOR HOLIDAY PARENTING SCHEDULE

For the purposes of this parenting plan, the holiday will start and end as follows:

(X) Holidays that fall on Friday will include the following Saturday and Sunday

(X) Holidays that fall on Monday will include the preceding Saturday and Sunday

(X) Other: For purposes of this parenting plan, a holiday shall begin and end as follows (set forth times):

begin: 3pm day before holiday

end: 9pm day of holiday

8. VACATION SCHEDULE

a. WINTER VACATION

The day-to-day schedule shall apply except as follows: none.

b. SPRING VACATION

The day-to-day schedule shall apply except as follows: Schedule to be flexible and reviewed yearly, with accommodations for both non-custodial and custodial parent's extended family's being considered.

c. SUMMER VACATION

The day-to-day schedule shall apply except as follows: Schedule to be flexible and reviewed yearly, with accommodations for both non-custodial and custodial parent's extended family's being considered.

TRANSPORTATION AND EXCHANGE

9. Transportation for the minor child(ren) will be provided as follows:

_____ By Non-Custodial or Custodial Parent

The parties will meet to exchange the child(ren) at:

___ Custodial parent's residence 2225 E 9800 S Sandy UT

TAX DEDUCTION FOR DEPENDENT CHILDREN

10. The parties shall share entitlement to claim the child(ren) as follows: the father shall claim the child(ren) on even years and the mother shall claim the child(ren) on odd years.

CHILD HEALTH CARE

11. Pursuant to Utah Code 78B-12-212:

a. Both parents are required to maintain medical, hospital and dental care insurance for the dependent children where available at reasonable cost and the insurance coverage is accessible to the children.

b. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of **Petitioner** **Respondent** shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of **Petitioner** **Respondent** shall be secondary coverage for the dependent child. 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 health, hospital, or dental insurance plan of the step-parent 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.

c. **Petitioner** **Respondent** **Both parties shall equally** pay the out-of-pocket costs of the premium actually paid by a party for each child's portion of the insurance.

d. **Petitioner** **Respondent** **Both parties shall equally** pay all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles, co-insurance and co-payments, incurred for the dependent children and actually paid by a party.

e. The party who incurs health care expenses shall provide written verification of the cost and payment of those health care expenses to the other party within 30 days of payment.

f. A party incurring health 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 that party fails to comply with this order.

g. The party ordered to maintain the coverage shall provide verification of coverage to the other party on or before January 2 of each year and notify the other party and ORS, if ORS is providing collection services, within 30 days of any change of coverage.

LIFE INSURANCE FOR CHILD(REN)

12. [X] The Father shall maintain life insurance in the face amount of:
\$ 700,000, naming Shannon Larsen Webb as the beneficiary, and shall be required to keep life insurance in effect until 06 / 15 / 2029.

It is agreed upon that this life insurance policy is to be used by Shannon Larsen Webb for the following purposes: payment in full of the balance of the mortgage at the time of Christopher F. Webb's passing. The remainder of the benefit is to be apportioned out equally amongst the following individuals: Madison Webb (daughter), Jonah Sumner Webb (son), Ruby Emerson Webb (daughter), Finnegan Eaton Webb (son), Beckett Elias Webb (son).

13. The parents shall exchange information concerning the health, education, and welfare of the children.

14. The parents will discuss with each other and mutually make the significant decisions regarding the children, including, but not limited to, the children's present and future physical care, support, education, health care, and religious upbringing.

15. When a child is with a parent, that parent will make the day to day decisions regarding the care, control and discipline of that child. That parent may also make emergency decisions regarding the health or safety of that child.

16. Decisions made by the parents either mutually or individually shall minimize the disruption of a child's attendance at school and other activities, the child's daily routine, and the child's association with friends.

17. Any parental duties or rights not specifically addressed in this plan should be discussed and mutually decided by both parents.

18. Should the parties have a dispute regarding parenting of the children, the following dispute resolution process will be used:

Mediation

19. Should either parent feel that a decision made under this parenting plan is contrary to the best interests of the children, that parent may arrange for counseling through a mutually agreed upon counselor. There must be a written agreement signed by both parents to be binding and a copy shall be provided to each parent. The parents shall share the costs of counseling equally. Should the parties be unable to agree upon a counselor, the parties will each submit three names to the Court and the Court will select a counselor out of the names submitted.

20. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through counseling, unless both parents agree in writing on a different method of dispute resolution, which may include mediation, arbitration, or court review. Should both parents agree in writing on mediation or arbitration as a method of dispute resolution, there must be a written agreement to be binding or an arbitration record and decision and no dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through the mutually agreed on method of dispute resolution.

21. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the

prevailing parent. If a dispute is brought before the court and there is no finding of "use or frustration of the dispute resolution process without good reason," the court may order that costs be shared equally and that each parent pay that parent's own attorney's fees, or in the court's discretion the court may award costs and attorney's fees to the prevailing parent. The court has the right of review from mediation, counseling, or arbitration.

22. The parties agree to the following in addition to the other terms of this parenting plan:

No additional provisions.

23. If a parent fails to comply with a provision of any part of this parenting plan, the other parent's obligations under this parenting plan are not affected.

24. I understand that selecting a custody arrangement which results in child support being calculated using the Joint Custody Child Support Worksheet may result in denial of state cash assistance through the TANF/FEP program for the parties and the parties' children. Utah Code 30-3-10.2(4) and 35A-3-1 et Seq.

INCOME: Shannon Larsen Webb

25. Pursuant to Utah Code 78B-12-203 Christopher F. Webb's total countable gross monthly income rounded for child support purposes is \$1,146 _____. Shannon Larsen Webb receives the following gross income from the following sources:

Identity Oral Surgery Gross Monthly Income_ \$1,146 Other:

INCOME: Christopher F. Webb

26. Pursuant to Utah Code 78B-12-203 Christopher F. Webb's total countable gross monthly income rounded for child support purposes is \$ 9,250.00 _____. Christopher F. Webb receives the following gross income from the following sources:

Fisher Construction Group Gross Monthly Income_ 9,250.00 _____

CHILD SUPPORT

27. Pursuant to Utah Code 78B-12-202 et seq., Father will pay \$1,600.00 per month. The agreed amount of support is different than the Guideline amount because: Due to the fact that Father is assuming all the common debt, with the exception of (Shannon's Student Loan, Car Payment, Auto Insurance Payment, Cell Phone Bill), it has been agreed upon by both parties that monthly obligation will be \$1,600 or

a. A sum of \$1,600.00 per month base support in compliance with the Uniform Child Support Guidelines. Unless the Court orders otherwise, support for each child terminates 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.

b. Child support payments shall begin the month immediately following the entry of the order for child support. Child support will be paid out as \$400.00 weekly as paycheck is deposited into Father's account. The amount of deposit will increase \$150.00 per month once Father has paid off one credit card, it is agreed that the first card paid will be the Citi Diamond Preferred, as this is the lowest balance. The \$150.00 will be added to the \$533.33 per dependent child.

Upon Dependents 18th birthday or Graduation from High School, Father will no longer be responsible to make payment for that child's monthly support to Mother. Schedule follows-

REW June, 2021 Monthly payment will be \$1,216.66 per month (\$304.16 per week)

FEW June, 2023 Monthly payment will be \$683.33 per month (170.83 per week)

BEW June, 2024 Monthly payment will be \$0.00 per month.

c. The issue of child support arrearages may be determined by further judicial or administrative process.

d. Each of the parties is under mutual obligation to notify the other within thirty (30) days of any change in monthly income.

e. Under Utah Code 78B-12-210(8), the parties have a right to adjust this child support order by motion after three years from the date of its entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code 62A-11-306.2, if the children receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

f. Under Utah Code 78B-12-210(7) and (9), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

PUBLIC ASSISTANCE STATEMENT – ORS

28. Petitioner Respondent Neither party has received or is receiving public assistance from the State of Utah which would require that notice be provided to the Office of Recovery Services.

PROPERTY

29. During the course of the marriage relationship, the parties have acquired certain items of personal property. The personal property is to be distributed as follows:

Property is awarded to each party as follows:

A. Real Estate

The following real estate is owned jointly:

2225 East 9800 South

Sandy, UT 84092

Husband and Wife agree property is to be held jointly. Wife and Children to live in the property as primary residence.

Husband agrees to pay ½ of the monthly mortgage, plus half of all utilities. The second half to be obtained through lease of basement apartment. If at any time the rent falls short, Wife agrees to make up the difference.

If wife remarries then it is agreed that parties have the courses of action.

1. Shannon and new Spouse will purchase Christopher Webb's position in the property. Based on current market value, appraiser for sale is to be mutually agreed upon. It is agreed that Christopher Webb's position will be 50% of properties equity, or a minimum of \$22,000.00 (Christopher Webb's out of pocket expenses for purchase and improvement of property).
2. Shannon Webb and Christopher Webb to sell home on open market and split the profits from the sale. Christopher Webb first being made whole the minimum of \$22,000.00.
3. It is agreed upon that if property is sold on open market then realtor used must be agreed upon, and an unbiased party.

B. Retirement Accounts and Pensions

Husband shall retain whatever interest in the following pension or retirement plan:

- Christopher F Webb 401-K

Fisher Construction Group, Inc.

Plan Administrator: Randall Hurley

C. Vehicles

The Wife shall have sole possession of the following vehicle(s):

- 2005 Honda Pilot

Husband agrees to transfer title of vehicle to Wife.

- 2016 Honda Pilot

Husband agrees to transfer title of vehicle to Wife.

The Husband shall have sole possession of the following vehicle(s):

- 2015 Honda Pilot

D. Bank Accounts

The Wife shall have sole possession of the following bank account(s):

Checking Account

- University of Utah Credit Union
- University of Utah Credit Union Savings Account

The Husband shall have sole possession of the following bank account(s):

- Wells Fargo Checking Personal Account
- Wells Fargo Savings Personal Account

The Wife and Husband shall hold the following joint bank account(s):

- Wells Fargo Joint Account

E. Other Personal Property

Petitioner, Shannon Lynn Webb, shall have sole possession of the following property:

None

Respondent, Christopher F. Webb, shall have sole possession of the following property:

- USAA Life Insurance Policy
- USAA Life Insurance Policy

The parties have already divided all other existing real and personal property, both tangible and intangible, and have no other property of any type or kind to divide.

DEBTS

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

Petitioner shall be responsible for the following debts:

	<u>Creditor</u>	<u>Amount</u>
VEHICLE DEBT: - 2016 Honda Pilot	Ally Financial	\$27,508.42
DEBT: - Shannon's Student Loan	AES Granite State	\$46,196.01

Respondent shall be responsible for the following debts:

	<u>Creditor</u>	<u>Amount</u>
VEHICLE DEBT: - 2015 Honda Pilot	Security Service Credit Union	\$10,300
DEBT: - Visa Card	Chase Bank	\$8,200
- Visa Card	USAA Bank	\$14,800
- Master Card	Citi Bank	\$5,100
a. Personal Home Improvement Loan One	Main Financial	\$9,600
b. Christopher's Student Loan	AES	\$79,000
c. Internal Revenue Service		\$11,000
REAL ESTATE DEBT: d. 2225 East 9800 South Sandy, UT 84092	Stearns Financial	\$372,856
Husband agrees to pay off or refinance property loan within <u>360</u> months of judgment.		

All other debts are the responsibility of the person incurring the debt. Pursuant to Utah Code § 15-4-6.5 Petitioner shall provide a copy of the parties' Decree of Divorce to all joint creditors of the parties existing at the time of the entry of the divorce.

31. The Respondent shall pay to Stearns Financial the sum of \$2,333 per month, plus ½ of utilities, on the first day of the month, beginning 07/1/2020. It is agreed upon by both petitioner and Respondent that the payment of the monthly mortgage shall be considered alimony. Payments of alimony (mortgage) shall end: at the death of either party, or the remarriage of the party receiving alimony, or after 360 months, whichever occurs first. Alimony in the form of Alimony (mortgage) payment is to be paid for the following reason(s): This monthly maintenance is meant to provide Shannon and our dependents a secure home to live in. Payments will be made towards the home until Mortgage is paid off or until Shannon is remarried. At which time Shannon can choose to refinance and buy Christopher out of his position, as half equity owner, or Shannon and Christopher will sell the home and split the equity obtained through sell of asset, split of equity to be 50/50.

DUTY TO SIGN DOCUMENTS WHICH IMPLEMENT DECREE OF DIVORCE

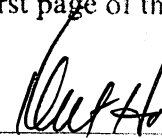
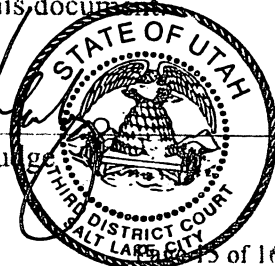
32. Both parties should be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of this divorce decree. Should a party fail to execute a document within sixty (60) days of the entry of this divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and seek 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.

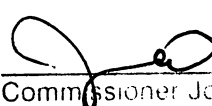
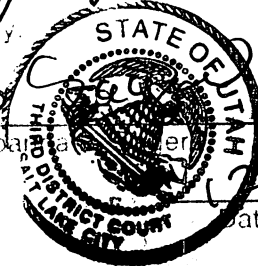
NAME CHANGE

33. Shannon Larsen Webb may resume use of her former name of Shannon Lynn Larsen.

Judge's signature may instead appear at the top of the first page of this document.

DATED: January 4, 2021


District Court Judge


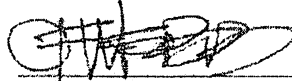
Recommended by

Commissioner Joanna [Name]

Decree of Divorce and Judgment
Date: 2/17/20

CERTIFICATE OF DELIVERY

On 12/15/20 (date) I mailed hand delivered served by email a copy of this AFFIDAVIT OF JURISDICTION AND GROUNDS FOR DIVORCE, to:

Shannon Lynn Webb
2225 E. 9800 S.
Sandy, UT 84092

Signature: _____



Christopher F. Webb

CERTIFICATE OF NOTIFICATION

I certify that a copy of the attached document was sent to the following people for case 204903979 by the method and on the date specified.

MAIL: SHANNON LYNN WEBB 2225 E 9800 S SANDY, UT 84092

MAIL: CHRISTOPHER F WEBB 503 3RD STREET ANACORTES, WA 98221

01/05/2021

/s/ DEVONYA B GALLIVAN

Date: _____

Signature