



Grounds, having previously entered its written Findings of Fact and Conclusions of Law, and for good cause appearing, does hereby ORDER, ADJUDGE AND DECREE AS FOLLOWS:

**DECREE OF DIVORCE**

The bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a mutual Decree of Divorce from each other, the same to become final upon entry by the Court.

**JURISDICTION**

1. Respondent was an actual and bona fide resident of Weber County, State of Utah for more than three (3) months prior to filing this action.
2. This Court has jurisdiction over Petitioner's claims pursuant to Utah Code Ann. §78A-5-102 and Utah Code Ann. §30-3-1.

**GROUND**

3. Petitioner and Respondent were married on July 22<sup>nd</sup>, 2015 in Ogden, Weber County, State of Utah.
4. During the course of the marriage, the parties have encountered difficulties that have made the continuation of the marriage impossible.
5. That as a result of these difficulties, the parties separated on or about January 4<sup>th</sup>, 2021.

### **CHILD CUSTODY AND PARENT-TIME**

6. One child was born during this marriage, to wit: A.S.T., born August 28, 2011.
7. The parties are fit and proper parents to be awarded the joint legal care, custody and control of the minor child.
8. The Respondent shall be awarded the primary physical custody of the child.
9. Petitioner may exercise parent-time as agreed upon by the parties. If said parent-time cannot be agreed upon by the parties, parent-time shall be determined pursuant to the standard parent-time as outlined in Utah Code Ann. §30-3-35, so long as the parties live within the same state or within 150 miles of each other.
10. Petitioner will be awarded one extra week of uninterrupted parent-time in the summer of 2023, and will then waive any outstanding motions to enforce.
11. The parties will utilize the decision-making process as outlined in the Parenting Plan, attached.
12. If either parent chooses to move outside the state of Utah, or more than 150 miles away from the other parent, the parties shall be governed by the provisions in Utah Code Ann §30-3-37.
13. Pursuant to Utah Code Ann §30-3-36, for emergency purposes, whenever the minor child travels with a parent, all of the following shall be provided to the other parent: (1) an itinerary of travel dates; (2) destinations; (3) places where the child or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location.

### **SUPPORT PAYMENTS**

14. It is reasonable and proper that Petitioner be ordered to pay Respondent child support of no less than the statutory amount per month, as provided in Utah Code Ann §78B-12-301, for the parties' sole child.
15. The Petitioner is employed, with a monthly income of \$6,669.
16. The Respondent is employed, with a monthly income of \$2,773.
17. Based upon the parties' respective gross monthly incomes, and the uniform child support worksheet, Petitioner shall pay to Respondent the monthly sum of \$705, as and for child support, effective as of the date the Decree is signed, and continuing each month thereafter until the child attains the age of eighteen (18) years and graduates from high school with her regular class, if later, or otherwise becomes emancipated.
18. The parties shall equally share all expenses for extracurricular activities for the minor child so long as the activity is agreed upon by each party in writing.
19. The child support order shall require that the parties equally divide payment for all reasonable work-related, or occupational related, child care expenses as incurred by either party.
20. If an actual expense for child care is incurred, the owing party shall begin paying their share on a monthly basis immediately upon presentation of proof of the child care expense; but if the child care expense ceases to be incurred, that party may suspend making monthly payment of that expense while it is not being incurred, without obtaining a modification of the child support order.

21. A party who incurs a child care expense shall provide written verification of the cost of the bona fide child care provider to the other party upon initial engagement of the provider and thereafter as requested by the other party. The party shall notify the other party of any change of child care provider or change in the monthly expense of child care within ten (10) calendar days of the date of the change.

#### **ALIMONY**

22. Petitioner shall pay to Respondent alimony in the amount of \$371, as ordered in the parties' temporary orders, until December, 2023.

23. As of the above date, and in consideration of the assets and debts being divided, alimony shall not be awarded to either party after December, 2023.

#### **REAL PROPERTY**

24. During the course of the marriage the parties have acquired an interest in real property ("the Property") at 2277 W 5650 S, Roy, UT 84067.

25. The Property shall be awarded to the Petitioner, to the exclusion of all others.

26. The parties are awarded an equal share of the equity in the home, minus any costs, taxes, or fees.

27. The parties will choose a mutually agreed upon appraiser to ascertain the fair market value of the home as of January 1<sup>st</sup>, 2023.

- a. If the parties do not agree, the Petitioner shall send to the Respondent three names of appraisers, and the Respondent has one week to decide on an appraiser.

- b. If Respondent does not pick an appraiser in that time, the Petitioner shall then choose which appraiser to use.
28. The Petitioner has sixty (60) days as of the signing of the Decree to pay the Respondent her share of the equity in the home.
29. If the Petitioner is unable to pay the Respondent her share as of the 60-day period, the house will then be subject to sale, and the Petitioner shall pay to Respondent her share of the equity from the sale of the home within a 60-day period.
- a. The parties shall equally split the cost of the sale of the home, including all real estate fees and repairs recommended by the realtor, and agreed upon by the parties.
  - b. If the parties cannot agree to a real estate agent, the Respondent will submit three names, from three different agencies, and the Petitioner will pick one of those agents.
  - c. Neither party will unreasonably disagree to a real estate agent, or to the sale of the home.
30. Respondent will sign a quit claim deed of the home to the Petitioner at the time she receives her share of the equity.

### **PERSONAL PROPERTY**

31. During the course of the marriage, the parties acquired various items of personal property which shall be equitably divided between the parties.

32. Except as noted, each party is awarded any personal property in their possession as of the signing of the Stipulation.

33. Respondent shall specifically be awarded the following property:

- a. Blender - purchased during separation
- b. Hand Mixer - purchased during separation
- c. Iron - purchased during separation
- d. The flat Electric skillet
- e. Bread maker
- f. Turkey Roaster (from Respondent's parents)
- g. Respondent's Books and family stuff – (mostly located in the basement, with some that was on the Respondent's side of the bed)
- h. Steampunk clock
- i. The layered Curtains from Respondent's office, with the curtain rod
- j. Title to the Subaru
- k. Deven's framed sunset photo
- l. The child's keyboard and stool/chair

#### **DEBTS AND OBLIGATIONS**

34. The parties acquired debts and obligations to third parties during the course of the marriage. All marital debt shall be equitably divided between the parties.

35. The Petitioner is awarded all marital debt, which is as follows:

- a. AFCU credit card: approximately \$9,983 at the time of separation.

- b. AFCU line of credit: approximately \$500 at the time of separation.
  - c. Citibank credit card: approximately \$12,000 at the time of separation.
  - d. State of Utah ESD: approximately \$12,000 at the time of separation.
36. The responsible party shall hold the non-responsible party harmless on any debt or obligation associated with the debt.
37. The parties shall each be restrained from incurring any debt in the name of the other party.

#### **NOTICE TO CREDITORS**

38. Pursuant to Utah Code Ann §§15-4-6.5, 30-2-5 and 30-3-5(1)(c) (1953 as amended), the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

Therefore, each party shall:

- a. Send a copy of the Decree of Divorce to each creditor he/she is not required to pay as soon as possible;
- b. Notify the joint creditor of the current address for each party;
- c. Inform the joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt



unless the creditor has first made a demand for payment on the party who is not required to pay the debt.

### **HEALTH INSURANCE**

39. The parties shall each be ordered to obtain health and dental insurance for the minor child through their place(s) of employment if available at a reasonable cost.

40. The parties shall equally divide the out-of-pocket costs of the premium paid for the child's portion of the insurance. This is to 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.

41. The parties shall equally divide all non-covered amounts for such essential medical or dental services or related prescriptions that are not paid by the insurance provider.

42. A party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other party within thirty (30) days of payment. The other party shall make their portion of those payments or make arrangement to do so within fifteen (15) days of receipt of the documentation supporting required participation.

### **STOCKS, BONDS, RETIREMENT, FINANCIAL, AND PENSION RELATED ASSETS**

43. Each party is awarded any such accounts that are in their name.

### **MINOR'S TAX DEPENDENCY STATUS**

44. The parties shall alternate claiming the child for all tax purposes.

a. Petitioner shall claim the child in even numbered tax years.

- b. Respondent shall claim the child for odd numbered tax years.
- 45. A party owing child support must be current in their payments to be able to utilize the child for tax purposes, pursuant to Utah Code Ann §78B-12-217.

**TAX FILING**

- 46. The parties shall file their taxes separately for the tax year 2022 and each year thereafter.

**ATTORNEY'S FEES AND COSTS**

- 47. Each party shall bear the costs of their own attorney fees.

**MISCELLANEOUS PROVISIONS**

- 48. Each party shall be ordered to take any action or to execute and deliver to the other party such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.
- 49. The Court should grant such other and further relief as it may deem just and appropriate in this matter.

**JUDGE'S SIGNATURE APPEARS AT TOP OF FIRST PAGE.**

**RULE 7 NOTICE TO RESPONDENT**

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned will submit the foregoing Decree of Divorce to the Judge of the above-entitled Court for his signature, upon the expiration of seven (7) days from the date this Decree of Divorce is emailed to you, and after allowing seven (7) additional days for mailing (if this order is mailed to you), or upon written objection.

DATED this 21<sup>st</sup> day of March, 2023

/s/ Christopher Evans

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Attorney for Petitioner

DATED this 4<sup>th</sup> day of May, 2023

Approved as to form and content:

/s/ Heather Johnson (with permission via email)

Heather Johnson

Respondent

CERTIFICATE OF SERVICE

I hereby certify that on March 21, 2023, I sent the above to the following individual(s) by email:

Heather Johnson  
Respondent  
Heather.johnson1111@outlook.com

/s/ Christopher Evans  
Attorney for Petitioner