

3. Both parties are fit and proper parents and are awarded the joint legal and physical custody of the parties' minor child and in fact, have shared custody of the minor child over the past year and a half.

4. The parties' minor child Hayden Ellison will begin school in the Fall of 2001 and for the purposes of school residency, Respondent's home is considered the physical residence of Hayden and he will attend school from the Respondent's home.

5. For the purposes of holiday visitation, Respondent is considered the custodial parent.

6. There is no child support paid at the present time because of the time share and joint physical custody of the parties minor child.

7. Pursuant to Utah Code Annotated §78-45-7.15 Petitioner is to provide medical insurance for the parties' minor child as long as it is available to him at a reasonable cost. In the event that it is no longer available to him through his employment, the party who can secure insurance at the most reasonable cost shall provide that insurance.

a) Each parent is to share equally the out-of-pocket costs of the premium actually paid by the parent for the children's portion of the insurance.

b) Each parent is to share equally all reasonable and necessary uninsured medical expenses, including deductibles and co-payments, incurred for the minor child.

c) The parent providing insurance is to provide verification of coverage to the other parent, or to the Office of Recovery Services upon initial enrollment of the child, and thereafter on or before January 2 of each calendar year. The insuring parent shall notify the other parent, or the Office of Recovery Services of any change of insurance carrier, premium or benefits within three- calendar days of the date he first knew or should have known of the change.

d) The parent who incurs medical expenses is to provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

e) In the event that the parent incurring medical expenses fails to comply with the requirements of paragraphs c) and d), that parent is denied the right to receive credit for the expenses or to recover the other parent's share of the expenses.

8. Pursuant to Utah Code Annotated §78-45-7.16 both parties are responsible for one-half of any child care expenses incurred on behalf of the parties' minor child.

9. Each party is responsible for the debts incurred in that party's name since the parties' separation in May, 1999. The parties have no joint marital debts.

10. The parties have previously divided their personal property and that property is awarded as it has been previously divided.

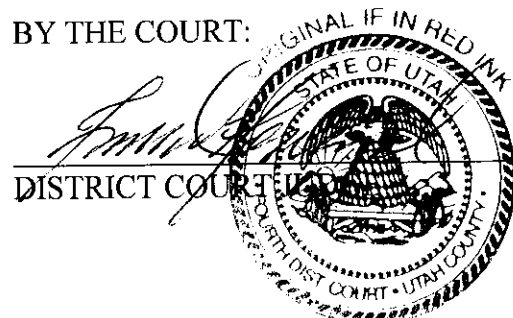
11. Each party waives the right to alimony.

12. Petitioner is awarded the minor child as a deduction for income tax purposes for the even numbered years and Respondent is awarded the minor child as a deduction for income tax purposes for the odd numbered years.

13. Petitioner agrees that a divorce is granted consistent with the terms of this Stipulation and Settlement Agreement.

DATED THIS 10th day of August, 2001.

BY THE COURT:



CERTIFICATE OF MAILING

I hereby certify that I mailed a true and correct copy of the foregoing DECREE OF
DIVORCE to Jason Dean Ellison 597 North State Street #42, Orem, UT 84057, postage prepaid
this 8th day of August, 2001.

Misti Lombardi