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David N. Kelley, 9137
FABIAN & CLENDENIN,
A Professional Corporation
215 South State Street, 12th Floor
P.O. Box 510210
Salt Lake City, Utah 84151
Telephone: (801)531-8900

Attorney for Petitioner

IN THE FOURTH JUDICIAL DISTRICT COURT

UTAH COUNTY, STATE OF UTAH

<p>ANNELIESA TWOHILL,</p> <p>Petitioner,</p> <p>vs.</p> <p>KEITH JOHN TWOHILL,</p> <p>Respondent.</p>	<p>DECREE OF DIVORCE</p> <p>Civil No. 064400807</p> <p>Judge Samuel Mcvey Commissioner Patton</p>
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The Court, having made its Findings of Fact and Conclusions of Law, hereby adjudges, decrees, and orders as follows:

1. *Divorce:* The bonds of matrimony and the marriage contract between the parties are hereby dissolved, and the parties are awarded a Decree of Divorce to become absolute and final upon entry by the Court.

2. *Custody:* Both parties are awarded joint legal custody of the parties' minor child and Petitioner is awarded sole physical custody of the parties' minor child.

3. *Parent-Time:* The Court orders that Respondent should be parent time totaling 182 overnights per year. The parties should mutually agree upon a schedule to affect said parent time.

Presently, the parties have worked out a schedule that works best for the parties and their child. *Respondent will complete the Divorce Education Class by June 13, 2008*

4. *Costs of Visitation:* The party starting his or her parent time with the child shall be responsible for all costs associated with picking up the child from the other parent.

5. *Taxes:* On odd-numbered tax years, the Petitioner is entitled to claim the parties' minor child as a dependent for tax purposes, and on even-numbered tax years the Respondent is entitled to claim the parties' minor child as a dependent for tax purposes.

6. *Child Support:* Because Respondent shall have actual custody of the minor child in a shared arrangement with Petitioner, the nearly identical incomes and earning capacities of the parties, and Petitioner is solely responsible for the costs of insuring the parties' minor child, thus offsetting any small child support award to the Respondent, no child support is awarded to either party.

7. *Medical Expenses:* Except as provided herein, each party shall share equally all reasonable and necessary health, optical, hospital, dental and other medical expenses of the parties' minor child including, but not limited to: out-of-pocket costs actually paid by either parent for the minor child's health, optical, hospital, dental and other medical expenses, including deductibles and co-payments, incurred for the dependent child and actually paid by either parent.

- a. Petitioner shall maintain health, optical, hospital, dental and other medical insurance on the parties' minor child. Given the relative incomes of the parties and that no child support is being awarded to either party, Petitioner shall be solely responsible for the costs of carrying said policies for the child.

- b. Petitioner shall provide proper verification of health, optical, hospital, dental, and other medical insurance coverage to Respondent and the Utah State Office of Recovery Services if requested, upon initial enrollment of the dependent child, and thereafter on or before January 2nd of each calendar year. Furthermore, the parties should notify each other, and the Utah State Office of Recovery Services if requested, of any change of insurance carrier, premium, or benefits within thirty (30) days of the date he or she first knew or should have known of the change
 - c. Either parent who incurs health, optical, hospital, dental and other medical expenses for the parties' minor child shall 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.
8. *Child Care:* Each party shall be responsible and liable for on-half of the reasonable child care costs actually incurred each month. Each party shall provide documentation for reimbursement within thirty (30) days.
- a. Each party shall provide written verification of the cost and identity of the child care provider to Respondent.
 - b. Each party shall notify the other of any change in the child care provider or the monthly child care expense within thirty (30) calendar days from the date of the change.
9. *Alimony:* No alimony is awarded.

10. *Debts:* The parties' debts have been divided by the parties, and each party is ordered to pay and assume their own debts incurred after the parties separation on or about March 8, 2006. Each party shall hold the other harmless from any liability on these debts.

11. *Personal Property:* The parties; personal property shall be divided equally between the parties, except that the automobiles shall be divided as follows:

a. To the Petitioner: the 2002 Ford Explorer.

b. To the Respondent: the 1996 Honda Civic and the Honda Motorcycle

12. All other personal property has already been equitably divided between the parties and each party is awarded the personal property in his or her possession.

13. *Real Property:* The Court finds that during the course of the marriage, the parties acquired real property located at 3898 New Land Loop, Lehi Utah 84043. The parties have sold the real property and the proceeds are currently held in an escrow account. Respondent is awarded the first \$6,000 of the proceeds and the remaining proceeds shall be divided equally between the parties.

14. *Life Insurance:* Each party shall obtain life insurance totaling \$100,000.00 on their own life and name their minor child as the beneficiary, if said insurance is available at a reasonable cost.

15. *Retirement and Pension:* Each party is awarded their own pension plans.


16. *Financial Accounts:* The parties have no financial accounts that require division.

17. *Fees and Costs:* Each party shall bear their own costs and fees incurred in this action.

18. Each party is ordered to execute and deliver to the other party any documents necessary to implement the provisions of the Decree of Divorce entered by the Court.


Dated this 13 day of March, 2007.

BY THE COURT



Judge Samuel Mcvey
District Court Judge

Approved as to Form:


Aaron S. Bartholomew
Counsel for Respondent