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Fourth Judicial District Court
of Utah County, State of Utah

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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR UTAH COUNTY
STATE OF UTAH

THOMAS JAMES CARLSON,
Petitioner,

vs.

JANINE RENEE CARLSON,
Respondent.

DECREE OF DIVORCE

Case No. 044400807

Division No. 6

Commissioner Thomas R. Patton

Judge Howery

THE ABOVE-ENTITLED having come before the Court, on a stipulation signed by the parties and duly signed by each of them and their respective attorneys, and an affidavit of grounds and jurisdiction, the Court having taken all matters herein under advisement, and being fully advised in the premises, having heretofore entered its Findings of Fact and Conclusions of Law, and for good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **DIVORCE**: Petitioner is hereby granted a Decree of Divorce from Respondent dissolving the bonds of matrimony heretofore existing between the parties. The decree shall become absolute on the date it is signed by this Court and entered by the Clerk.

2. Residency: Petitioner is a bona fide resident of Utah County, State of Utah, and has been for three (3) months immediately prior to the filing of this action.

3. Marriage Status: Petitioner and Respondent are currently married having married on October 15, 1988. The parties separated on or about June 2005.

4. Grounds for Divorce: During the course of the marriage the parties have experienced difficulties that cannot be reconciled and that have prevented the parties from pursuing a viable marriage relationship.

5. Children: The parties have four (4) minor children: Spencer William Carlson, Dane Thomas Carlson, Jenny Marie Carlson, and Julie Ann Carlson.

6. Custody: The parties will share joint legal and physical custody of the minor children. Janine will be designated as the residential custodian.

7. Moves: Both parties agree that they will remain in the Spanish Fork/Payson/Salem area so that the shared parenting plan can be maintained and be functional.

8. Parenting Plan: The parties agree to the following parenting plan until there is a change in employment schedule(s):

a. General: The parties intend that the children will be spending significant amount of time with both parents. The parties are free to adopt what ever parent-time scheduling they feel is appropriate by discussing it with each other and by their own agreement. When they are unable to agree, these guidelines would apply.

b. Summer: The parties will attempt to work out summer visitation schedule between them. If they are unable to do so, they agree to submit the matter to mediation or to court. However, each parent shall have at least two weeks of uninterrupted parent-time with the children each summer.

c. Weekends: The statutory pick-up times and drop-off times shall apply and the parties shall alternate weekends.

d. Holidays: The parties shall use the statutory schedule alternating holidays. For purposes of reading the visitation statutes, and not as any precedent as to who is the custodial parent, the parties designate the Respondent as the “custodial parent.”

e. Mid-week: Petitioner shall have the children on a mid-week day of his choice for a 24 hour period.

f. Other times: It is anticipated that the children will be spending time at both parent’s homes. Each parent will cover for the other parent and be with the children when the other is working or otherwise employed. This means that Petitioner will care for the children during the evenings when Respondent is working, which at the present time is from 9:30 PM to 7:00 AM Tuesdays through Saturdays. Thus, Petitioner will pick up the children at 8:30 PM if it is a school night and 9:00 PM on a non-school night. Respondent will pick up the children the following morning about ½ hour after work, which would be about 7:30 AM or as the parties may agree otherwise. Therefore, it is anticipated that the children will be with Petitioner while Respondent is working during these nights and when he is available. While it is anticipated that

Petitioner's travel schedule may change in the future, Petitioner is currently traveling about 2 days per week (Sunday night to Tuesday night).

g. Transportation: Transportation for visitation shall be worked out as the parties may agree.

h. Change in Employment/Work Schedules: If work schedules of either party change such that this arrangement becomes impracticable or unworkable, then the parties agree to discuss that issue and if they are unable to come up with a new parent-time arrangement or visitation schedule, then the parties will use mediation to resolve it. If mediation is not successful, the parties may use the court to resolve it. If there is an employment change or schedule change, neither party will have to show a substantial change of circumstances to be able to bring that back to court to have that resolved and/or the change in employment schedules will serve as the substantial change in circumstances.

i. Older boys: The parties agree as to the two older boys, Dane and Spencer, that the parties will be flexible about and accommodate the boys' desires and their preference for those nights designated as Respondent's nights, but because she's working, they would otherwise be staying with Petitioner, and neither party will force these older boys to do visitation on those particular nights and the parties will attempt to respect and consider the boys' wishes.

j. Notice of Moves: The parties agree to give each other 60-day written notice if they intend to move out of the Spanish/Fork/Payson/Salem area. If either party agrees

to move out of this area, the parties will attempt to work out a new parent-time plan between themselves. If they are unable to do so, they will use mediation, or else either party may file a motion in court.

k. Decision Making: The parties will discuss major decisions with regard to the children's education, medical care, safety and welfare. The day-to-day decision-making will be done by the party who has the child at the time, but any major decisions in these areas should be discuss between the parties. Decisions in relation to medical emergencies may be decided and made by either parent or who is with the child at the time. Non-emergency medical care and treatment will be discussed between the parties.

l. Advisory Guidelines: The parties shall follow and be bound by the advisory guidelines found in U.C.A. §30-3-33.

9. Total Support: The parties agree that Petitioner will pay Respondent a total support of \$1,600 per month in alimony and child support. What ever portion is not child support, the remainder shall be alimony.

a. Child Support: Effective January 1, 2006, the parties agree that the Petitioner will pay Respondent \$514 per month in and for child support of the minor children pursuant to the child support guidelines. The income of Petitioner is disputed. However, the parties have agreed to calculate child support by using the attached child support worksheet with Petitioner's imputed income of \$6,666 per month and Respondent's actual income of \$2,100 per

month. As child support decreases (e.g., upon the emancipation of a child), so does Petitioner's total support obligation.

b. Alimony: Effective January 1, 2006, Respondent is awarded a sum of \$1,086 per month as alimony from Respondent. Pursuant to Utah Code §30-3-5(8)(h), (9), and (10), alimony shall automatically terminate (1) after fifteen years from when Petitioner began paying alimony in May 2005, (2) upon the remarriage of Respondent, (3) upon the death of either party, or (4) upon the cohabitation of Respondent, whichever occurs first.

10. Day Care: Neither party anticipates a need for day care under this order therefore an order regarding the same is not necessary.

11. Medical Insurance and Expenses: Both parties shall be responsible to provide medical insurance coverage for the children. The party who is able to obtain the best coverage at the most reasonable cost should do so. The parties agree to divide all out of pocket medical expenses of the children equally, including the premiums. Additionally, for the first 90 days, the parties will divide the out of pocket premiums for the medical insurances with Petitioner paying 25% and Respondent paying 75%. Commencing August 1, 2005, the parties will share the costs of the premiums equally. Respondent shall maintain the current medical coverage for Petitioner until after the entry of a decree of divorce.

12. Tax Exemptions: The parties agree that Respondent shall claim Spencer William and Julie as dependents for income tax purposes, and Petitioner will claim Dane Thomas and Jenny as dependents for income tax purposes.

13. Debts: The parties acquired numerous debts and obligations during the marriage. Both parties have filed Chapter 7 bankruptcy cases. In anticipation of both parties receiving discharges, each will be responsible for any debt in his or her respective name that is not subject to discharge.

14. Real Property: The parties acquired real property during the marriage. However, it is anticipated that such real property will be sold back to the lender on a short sale, relinquished in bankruptcy, or foreclosed upon. Petitioner shall have the right to possess the home until one of these happens. If the property is redeemed or not lost, the issues surrounding real property are reserved.

15. Retirement: The parties have a small IRA with an approximate value of \$13,000.00 (valuation subject to market and stock conditions). Each party shall receive one-half of such account, and a Qualified Domestic Relations Order shall issue from the court as necessary to divide such account, with the parties paying one-half of the cost each for the same.

16. Personal Property: The parties acquired personal property during the marriage. The parties have previously divided the same to their satisfaction. Each is awarded the personal property now in his or her current respective possession or control.

17. Mutual Restraining Orders: Both parties shall be restrained from saying or doing anything, including but not limited to speaking derogatorily about the other parent or grandparents or speaking to the children about the issues in this case or from attempting to influence a child's preference regarding custody or visitation, which would tend to diminish the

love and affection of the children for the other parent or grandparents. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence or abuse against the other party. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or shall remove the children from such circumstances. Both parties are restrained from entering into the residence of the other unless invited.

18. Attorney Fees and Costs: Each party shall be responsible for his or her own attorney fees and costs incurred herein.

19. The parties will exchange bankruptcy statements & schedules and 2005 tax information prior to submission of this stipulation to court.

20. There are no alimony or child support arrearages currently.

DATED this 15th day of May, 2006.

BY THE COURT

[Signature]
District Court Judge



Approval as to form:

[Signature: Michael K. Black]
Michael K. Black
Counsel for Respondent

4/13/06
Date