

Robert Owen Chesworth

Name

1440 West 300 South

Address

Lehi, Utah 84043

City, State, Zip

801-787-6447

Phone

robertchesworth@live.com

Email

In the Court of Utah

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Robert Owen Chesworth

(name of Petitioner)

and

Suzanne Francis Chesworth

(name of Respondent)

Other parties (if any)

Divorce Decree

264400392

Case Number

Shawn R Howell

Judge

Marian Ito

Commissioner (domestic cases)

The court decrees:

Divorce

1. Robert Owen Chesworth is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Robert Owen Chesworth. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Robert Owen Chesworth** and **Suzanne Francis Chesworth** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Robert Scott Chesworth**

Date of Birth: **Nov 13, 2009**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Robert Scott Chesworth**

Date of Birth: **Nov 13, 2009**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Dec 4, 2020**

Address: **1440 West 300 South, Lehi, Utah 84043 United States**

(1).

Caretaker at this address: **Robert Owen Chesworth**

Caretaker current address: **1440 West 300 South, Lehi, Utah 84043 United**

States

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Robert Owen Chesworth** and **Suzanne Francis Chesworth's** minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Robert Owen Chesworth** and **Suzanne Francis Chesworth** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Robert Owen Chesworth** and **Suzanne Francis Chesworth**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal Custody and that **Robert Owen Chesworth** be awarded Sole Physical custody. **Suzanne Francis Chesworth** should have parent-time at reasonable times and places. **Robert Owen Chesworth** is filing this Parenting Plan and verifies the plan is filed in good faith.

Parent-time

8. The parents will follow a custom parent-time schedule:

The parents will follow a custom parent-time schedule.

a. The parties stipulate, and the Court is asked to find, that it is in the best interest of the minor child that **Robert Owen Chesworth** be awarded sole legal custody and sole physical custody of the minor child, **Robert Scott Chesworth** (DOB 11/13/2009), subject to reasonable parent-time for **Suzanne Francis Chesworth** as set forth below. The parties agree that **Suzanne Francis Chesworth** shall have parent-time with the minor child at reasonable times and places as the parties mutually agree from time to time, taking into account the child's age, school schedule, extracurricular activities, and stated preferences. The parties acknowledge that the minor child is currently sixteen (16) years of age and will reach the age of majority on November 13, 2027, and that parent-time decisions will be made with substantial weight given to the child's own scheduling preferences consistent with Utah Code § 81-9-204(3). In the event that the parties cannot agree on parent-time in any given period, **Suzanne Francis Chesworth** shall be entitled, at a minimum, to parent-time consistent with the statutory schedule for a noncustodial parent of a child age 5 to 18 set forth in Utah Code § 81-9-301, including the holiday schedule reflected in this Parenting Plan. This minimum parent-time provision does not displace the parties' agreement to a more flexible schedule, and is intended only as a fallback in the event of dispute.

Parent-time for special occasions

9. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to

school. (Utah Code 81-9-302, 303).

Holiday	Period	Suzanne Francis Chesworth	Robert Owen Chesworth
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving Break	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years

Holiday	Period	Suzanne Francis Chesworth	Robert Owen Chesworth
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All years: Suzanne Francis Chesworth is the mother	
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.		All years: Robert Owen Chesworth is the father
Summer Break	Suzanne Francis Chesworth will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Suzanne Francis Chesworth. Suzanne Francis Chesworth will have an additional two weeks of extended Summer Parent-time at the option of Suzanne Francis Chesworth, subject to weekday parent-time for Robert Owen Chesworth, but not weekends normally exercised by Robert Owen Chesworth. Suzanne Francis Chesworth will notify Robert Owen Chesworth of the summer break extended parent-time by May 1 each year. Robert Owen Chesworth will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Robert Owen Chesworth. Robert Owen Chesworth will notify Suzanne Francis Chesworth of the summer break extended parent-time by May 15 each year. If the notification by Suzanne Francis Chesworth is not timely, Robert Owen Chesworth may determine the schedule for extended parent-time for Suzanne Francis Chesworth, so long as Robert Owen Chesworth has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.	Odd years	Even years
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Robert Owen Chesworth's Birthday	Robert Owen Chesworth will have parent-time each year on Robert Owen Chesworth's birthday from 3:00 p.m. until the following morning when Robert Owen Chesworth delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that		All years

Holiday	Period	Suzanne Francis Chesworth	Robert Owen Chesworth
	parent's residence for the uninterrupted extended parent-time.		
Suzanne Francis Chesworth's Birthday	Suzanne Francis Chesworth will have parent-time each year on Suzanne Francis Chesworth's birthday from 3:00 p.m. until the following morning when Suzanne Francis Chesworth delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.	All years	

Parent-time transfers

10. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

11. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

12. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Sole decision-making.

13. Robert Owen Chesworth will make decisions about education.

14. Robert Owen Chesworth will make decisions about health care.

15. Robert Owen Chesworth will make decisions about religion.

Education plan

16. The school the children will attend is based on **Robert Owen Chesworth's** home residence.

17. Robert Owen Chesworth and Suzanne Francis Chesworth has authority to check the children out of school. Robert Owen Chesworth and Suzanne Francis Chesworth has access to the children during school. If the parents cannot agree, education decisions will be made by Robert Owen Chesworth.

Communication with each other

18. Parents will communicate with each other by any method.

Communication with the children

19. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

20. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

21. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

22. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

23. If the children will be travelling for more than 7 days, the parent arranging the travel will notify the other parent at least 14 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 7 days in advance. In case of emergency, the parent will provide as much notice as possible.

24. Other agreements about travel by the children: **Each parent may consent, during that parent's exercise of parent-time, to allow the minor child to travel with a sports team, religious group, school group, relatives, friends, or other appropriate parties, or to travel unaccompanied where age-appropriate. For any travel that will keep the minor child outside the State of Utah for more than seven (7) consecutive days, or for any international travel of any duration, the traveling parent shall provide the other parent with written notice at least fourteen (14) days in advance of departure. The notice shall include: (a) the travel itinerary, including departure and return dates; (b) the destinations and addresses where the child will be lodged; (c) contact telephone numbers; and (d) the name of any adult who will be supervising the child during the travel. Neither parent shall obtain a passport for the minor child without the prior written consent of the other parent. In case of emergency travel, the traveling parent shall provide as much advance notice as is reasonably possible under the circumstances.**

Child care

25. A child care provider for our children must be:

A licensed child care provider.

Relocation of a parent

26. Neither parent may relocate with the minor children more than **149** miles from their current residence without a written agreement signed by the parties or further court order.
27. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be shared equally.
28. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.
29. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

30. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

- a. **Mediation**

31. Other agreements about resolving disputes:
 - b. **If the parents are unable to resolve a dispute regarding the minor child through good-faith discussion, they shall, before bringing the matter to the Court, participate in at least one (1) session of mediation with a mediator mutually selected by the parties. If the parties cannot agree on a mediator within fourteen (14) days of either party's written request for mediation, the requesting party may designate a mediator listed on the Utah Court Roster of Domestic Mediators. The parties shall share the cost of mediation equally, unless they agree otherwise in writing or the mediator allocates costs based on ability to pay. Either party may proceed to file a motion with the Court if (a) mediation does not produce an agreement within sixty (60) days of the initial request, or (b) the responding party fails to participate in good faith. The mediation requirement of this paragraph does not apply to emergency matters affecting the health or safety of the minor child.**

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

END OF PARENTING PLAN

Income: Petitioner (Robert Owen Chesworth) (Utah Code 81-6-203)

32. **Robert Owen Chesworth's** gross monthly income for child support purposes is **\$11750**. **Robert Owen Chesworth** base child support amount using the **sole** custody calculation is **\$1110**. **Robert Owen Chesworth** receives the following gross monthly income:

Income: Respondent (Suzanne Francis Chesworth) (Utah Code 81-6-203)

33. **Suzanne Francis Chesworth's** gross monthly income for child support purposes is **\$1257**. **Suzanne Francis Chesworth's** base child support amount using the **sole** custody calculation is **\$75**. **Suzanne Francis Chesworth** receives the following gross monthly income:

34. The adjusted gross monthly income for **Suzanne Francis Chesworth** is **\$1257**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

35. It is in the best interest of the children that **Suzanne Francis Chesworth** be ordered to pay child support to **Robert Owen Chesworth** as follows:

a. **\$75.00** per month base support. This amount complies with the Utah Child Support Act.

36. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

37. The **sole** custody worksheet was used to calculate child support.

Robert Owen Chesworth's base child support amount is **\$1110** per month.

Suzanne Francis Chesworth's base child support amount is **\$75** per month.

If physical custody of a child changes from what the court orders:

- The parent owing support must pay the support amount to whomever has physical custody of the child.
- The parent must pay the support amount without asking the court to modify the child support order.
- This does not apply to temporary parent-time changes. (Utah Code 81-6-104(4) and 81-6-205(8)(a)).

Child support reduction for extended parent-time

38. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

39. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

40. Child support will be paid as follows:

Suzanne Francis Chesworth shall pay base child support to Robert Owen Chesworth in the amount of Seventy-Five Dollars (\$75.00) per month, due on or before the first (1st) day of each month commencing the first full calendar month following entry of the Decree of Divorce. Payment shall be made by any of the following methods, at the Payor's election: (a) electronic funds transfer to an account designated by the Recipient; (b) cashier's check or money order mailed to the Recipient's address of record; or (c) any other method mutually agreed upon by the parties in writing. The Payor shall retain documentation of each payment (transaction confirmation, money-order receipt, or equivalent) and shall produce it upon the Recipient's reasonable request. Payments are subject to administrative collection by the Office of Recovery Services consistent with Utah Code Title 26B, Chapter 9, upon application by either party.

41. The issue of past-due child support may be decided by future court or administrative action.

42. **Robert Owen Chesworth** will pay any ORS fees. If **Robert Owen Chesworth** is the ORS applicant and the fees are withheld from payments to **Robert Owen Chesworth**, **Suzanne Francis Chesworth** will reimburse **Robert Owen Chesworth**.

43. The parties must notify each other of any change in their income as follows:

The parties acknowledge that, although Suzanne Francis Chesworth is the child support obligor under this Stipulation, Robert Owen Chesworth has agreed to be responsible for any fees charged by the Office of Recovery Services ("ORS") in connection with the administration of child support in this matter. This allocation is made at Robert Owen Chesworth's election and in consideration of the overall financial allocations elsewhere in this Stipulation. In the event that ORS withholds its administrative fee from a child support payment otherwise due to Robert Owen Chesworth, Suzanne Francis Chesworth shall reimburse Robert Owen Chesworth for the withheld amount within thirty (30) days of receiving documentation of the withholding. If ORS does not administer payments in this matter, this paragraph shall have no operative effect.

44. The parties can ask to change this child support order by motion after three years from the date of its entry if:

- 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,
- the difference is not temporary, and
- the amount previously ordered was not a deviation from the child support guidelines.

If the children receive TANF funds at the time an adjustment is sought, ORS will review the order and ask the court to adjust the amount if appropriate. (Utah Code 62A-11-

306.2).

45. The parties can ask to change this child support order at any time by petition if there has been a substantial change in circumstances because of material changes in:

- custody;
- the relative wealth or assets of the parties;
- income of a parent of 30% or more;
- the employment potential and ability of a parent to earn;
- the medical needs of the child; or
- the legal responsibilities of either parent for the support of others.

(Utah Code 81-6-202 and 81-6-212)

The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines.

The difference may not be temporary.

The court can consider natural or adoptive children born after the entry of the decree other than those in common to both parties as part of a request to modify an existing award subject to limitations in the law. (Utah Code 81-6-202(8))

46. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

47. **Robert Owen Chesworth** may claim the parties' children as dependents/exemptions for tax purposes.

a. For each tax year during which the minor child qualifies as a dependent under the Internal Revenue Code, Robert Owen Chesworth shall have the exclusive right to claim the minor child, Robert Scott Chesworth, as a dependent for federal and state income tax purposes, provided that Robert Owen Chesworth is current on all support obligations under this Stipulation as of December 31 of the applicable tax year. If, in any tax year, a release of the dependency exemption from one parent to the other is required by the Internal Revenue Service to give effect to this allocation (e.g., IRS Form 8332), the parent receiving the exemption shall execute such release within thirty (30) days of request.

Child health care (Utah Code 81-6-208)

48. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

49. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Robert Owen Chesworth's** insurance will be primary coverage.
- **Suzanne Francis Chesworth's** insurance will be secondary coverage.

b. 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 coverage will be as follows:

- **Robert Owen Chesworth's** spouse's insurance will be primary coverage.
- **Suzanne Francis Chesworth's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

50. All reasonable work, career, or occupational training-related child care expenses will be paid as follows

The parties agree that no formal child care provider is currently required for the minor child, who is sixteen (16) years of age and capable of self-care during ordinary school and after-school hours. Accordingly, no work-related child care obligation under Utah Code § 81-6-209 is allocated at this time. If the minor child's circumstances change such that work-related child care becomes necessary before the child reaches the age of majority, the parties shall confer regarding the selection of a provider and shall equally share all reasonable work-, career-, or occupational-training-related child care expenses, with the verification and notice requirements set forth in Utah Code § 81-6-209.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

51. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

52. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

53. Vehicles will be divided as follows:

a.

Year: **2018**

Make: **Toyota**

Model: **RAV4**

VIN: **2T3RFREV3JW805311**

Owner (before divorce): **Suzanne Francis Chesworth**

Current value: **\$15,000.00**

Amounts Estimated: **no**

Ownership After Divorce: **Suzanne Francis Chesworth is awarded sole ownership of the 2018 Toyota RAV4, VIN 2T3RFREV3JW805311, as her sole and separate property. Robert Owen Chesworth waives and relinquishes any and all right, title, claim, or interest he may have in this vehicle and shall execute any documents reasonably necessary to transfer title to Suzanne Francis Chesworth. Neither vehicle is encumbered by a loan. Each party shall be solely responsible for the registration, insurance, and operating expenses of the vehicle awarded to that party from and after the entry of the Decree of Divorce.**

Loan: **N/A**

b.

Year: **2011**

Make: **GMC**

Model: **Sierra**

VIN: **3GTP2VE39BG200947**

Owner (before divorce): **Robert Owen Chesworth**

Current value: **\$4,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **Kelley Blue Book and vehicle condition**

Ownership After Divorce: **Robert Owen Chesworth is awarded sole ownership of the 2011 GMC Sierra, VIN 3GTP2VE39BG200947, as his sole and separate**

property. Suzanne Francis Chesworth waives and relinquishes any and all right, title, claim, or interest she may have in this vehicle and shall execute any documents reasonably necessary to transfer title to Robert Owen Chesworth. Neither vehicle is encumbered by a loan. Each party shall be solely responsible for the registration, insurance, and operating expenses of the vehicle awarded to that party from and after the entry of the Decree of Divorce.

Loan: **N/A**

54. This other property will be divided as follows:

Except as otherwise provided in this Stipulation, all tangible personal property of the parties has already been divided between them by mutual agreement, and each party is awarded the personal property currently in that party's possession or control as his or her sole and separate property. Each party waives and relinquishes any and all right, title, claim, or interest in personal property awarded to the other party. All household pets are awarded to Robert Owen Chesworth as his sole and separate property.

Debts

55. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Installment Loan Debt

a.

Account Number: **8149**

Institution Name: **Mohela**

Address: **P.O. Box 9000, Wilkes-Barre, PA 18773**

Amount owed on debt (in US Dollars): **\$33,831.97**

Minimum Monthly Payment (in US Dollars): **\$600.00**

Owner: **Robert Chesworth**

The debt will be paid as follows: **Robert Owen Chesworth will pay the entire debt. Robert Owen Chesworth will provide a copy of the divorce decree to the lender.**

Real property

56. The parties acquired the following real property during the marriage:

a.

Description: **Primary Home**

Address: **1440 West 300 South, Lehi, Utah, Utah 84043 United States**

Tax ID: **52-777-0027**

Legal Description: **PHASE:3 LOT 27, SOMMERSET PHASE III PRD SUBDV.
AREA 0.160 AC**

Date property acquired: **Dec 4, 2020**

Names on title: **CHESWORTH, ROBERT O & SUZANNE F**

Original cost: **\$371,000**

Current value: **\$431,200.00**

Property values estimated: **no**

Disposal: **Robert Owen Chesworth is awarded sole ownership of the marital residence located at 1440 West 300 South, Lehi, Utah 84043, more particularly described as LOT 27, SOMMERSET PHASE III PRD SUBDV (Tax ID 52:777:0027), together with all improvements thereon and all rights, easements, and appurtenances pertaining thereto. Suzanne Francis Chesworth waives and relinquishes any and all right, title, claim, or interest she may have in this property, including any homestead, dower, or equitable interest. Robert Owen Chesworth shall be solely responsible for the existing mortgage with Newrez LLC (loan no. 9713622091) and shall hold Suzanne Francis Chesworth harmless from any liability thereon. Robert Owen Chesworth shall provide a copy of the entered Decree of Divorce to Newrez LLC at PO Box 10826, Greenville, SC 29603-0826 within thirty (30) days after entry of the Decree.**

i.

Creditor: **N/A**

Names on mortgage: **Robert O Chesworth \$262,668.14**

Date mortgage acquired: **Dec 4, 2020**

Mortgage balance: **\$262,668.14**

Monthly payment: **\$2,157.14**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Robert Owen Chesworth will pay the entire debt. Robert Owen Chesworth will provide a copy of the divorce decree to the lender.**

Alimony

Suzanne Francis Chesworth's Financial Need

57. **Suzanne Francis Chesworth's** ability to earn (after taxes) is **\$1,200.00** per month. This amount is based on these sources of income:

Monthly Ability to Earn

Source	Monthly income
Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 1200

Rental income \$ _____

Business income \$ _____

Interest \$ _____

Income from interest refers to the money you earn as a result of lending money to others or depositing money in an interest-bearing account.

Dividends \$ _____

Dividends refer to a portion of a company's profits paid out to its shareholders as a form of return on their investment.

Retirement income (including pensions, 401(k), IRA, etc.) \$ _____

Worker's Compensation \$ _____

Social Security Disability (SSDI) \$ _____

Supplemental Security Income (SSI) \$ _____

Social Security (Other than SSDI or SSI) \$ _____

Private Disability Insurance \$ _____

Unemployment benefits \$ _____

Education benefits (Including grants, loans, cash scholarships, etc.) \$ _____

Veteran's Benefits \$ _____

Alimony (from a prior marriage) \$ _____

Child Support (from a prior order) \$ _____

Payments from civil litigation \$ _____

Payments from civil litigation refer to the compensation received by an individual or entity as a result of a legal dispute settled through the court system, such as a settlement or court-awarded damages.

Victim restitution \$ _____

Victim restitution refers to the court-ordered payment made by a convicted offender to their victim(s) as a form of compensation for the harm or losses caused by their criminal actions.

Utah Cash Assistance \$ _____

Family Employment Program (FEP), etc.

Federal Cash Assistance \$ _____

Temporary Assistance for Needy Families (TANF), etc.

Financial support from household members \$ _____

Financial support from household members refers to the money received by an individual from other members of their household, such as a spouse, parent, or child, to help cover living expenses or other financial obligations.

Financial support from non-household members \$ _____

Financial support from non-household members refers to the money received by an individual from someone who is not a member of their household, such as a friend, relative, or member of a charitable organization, to help cover living expenses or other financial obligations.

Trust income \$ _____

Trust income refers to the money earned by a trust, a legal arrangement where a trustee holds and manages assets on behalf of beneficiaries, typically through investments, rental income, or interest on financial instruments.

Annuity income \$ _____

Annuity income refers to the periodic payments received by an individual from an annuity, a financial product that provides a guaranteed stream of income for a fixed period or for the rest of the individual's life in exchange for a lump sum or series of payments made to the annuity provider.

\$ _____

\$ _____

Total Gross Monthly Income \$ 1200

Monthly Tax Deductions from Ability to Earn

Type of Deductions	Amount
Federal Income Tax	\$ _____
State Income Tax	\$ _____
Municipal Income Tax	\$ _____
FICA	\$ _____
Medicare	\$ _____
Total Monthly Tax Deductions	\$ _____

58. **Suzanne Francis Chesworth** will be receiving \$0 per month in child support in this case.

59. **Suzanne Francis Chesworth's** current reasonable monthly expenses are as

follows:

Rent or Mortgage	\$ 0
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 0
Food and household supplies	\$ 0
Clothing	\$ 0
Automobile payments	\$ 0
Automobile insurance	\$ 0
Automobile fuel	\$ 0
Automobile maintenance	\$ 0
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 0
Telephone	\$ 0
Paid television, cable, satellite	\$ 0
Internet	\$ 0
Credit card payments	\$ 0
Loans and other debt payments	\$ 0
Alimony from previous marriages	\$ 0
Child support	\$ 0
Child care	\$ 0
Extracurricular activities for children	\$ 0
Education (children)	\$ 0
Education (self)	\$ 0

Health care insurance \$ 0
 Health care expenses \$ 0
 (excluding insurance listed above)
 Other insurance \$ 0
 Entertainment \$ 0
 Laundry and dry cleaning \$ 0
 Donations \$ 0
 Gifts \$ 0
 Union and other Dues \$ 0
 Garnishment or income withholding order \$ 0
 Retirement deposits \$ 0
 (including pensions, 401(k), IRA, etc.)
 Other \$ 0
 Other \$ 0
 Total current monthly expenses \$ 0

60. **Suzanne Francis Chesworth's** marital monthly expenses (expended during the marriage) are as follows:

Rent or Mortgage \$ 0
 Real estate taxes (if not included in mortgage) \$ 0
 Real estate insurance (if not included in mortgage) \$ 0
 Real estate maintenance \$ 0
 Food and household supplies \$ 1200
 Clothing \$ 0
 Automobile payments \$ 0
 Automobile insurance \$ 100

Automobile fuel	\$ 500
Automobile maintenance	\$ 100
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 0
Telephone	\$ 100
Paid television, cable, satellite	\$ 0
Internet	\$ 0
Credit card payments	\$ 0
Loans and other debt payments	\$ 0
Alimony from previous marriages	\$ 0
Child support	\$ 0
Child care	\$ 0
Extracurricular activities for children	\$ 0
Education (children)	\$ 0
Education (self)	\$ 0
Health care insurance	\$ 300
Health care expenses (excluding insurance listed above)	\$ 0
Other insurance	\$ 0
Entertainment	\$ 0
Laundry and dry cleaning	\$ 0
Donations	\$ 0
Gifts	\$ 0
Union and other Dues	\$ 0
Garnishment or income	

withholding order \$ 0

Retirement deposits \$ 0
(including pensions, 401(k),
IRA, etc.)

Other \$ 0

Other \$ 0

Total marital monthly expenses \$2300

61. The difference between **Suzanne Francis Chesworth's** monthly net income (including child support) and monthly expenses is **\$1,100.00** based on **marital** expenses. This is **Suzanne Francis Chesworth's** monthly financial need.

Robert Owen Chesworth's Ability To Pay

62. **Robert Owen Chesworth's** net income (after taxes) is **\$11,750.00** per month. This amount is based on these sources of income.

Work (Including self
employment, wages,
salaries, commissions,
bonuses, tips and overtime)

\$ 11750

Rental income \$ 0

Business income \$ 0

Interest \$ 0

Dividends \$ 0

Retirement income \$ 0
(including pensions, 401(k),
IRA, etc.)

Worker's Compensation \$ 0

Social Security Disability
(SSDI) \$ 0

Supplemental Security
Income (SSI) \$ 0

Social Security (Other than
SSDI or SSI) \$ 0

Private Disability Insurance \$ 0

Unemployment benefits \$ 0

Education benefits

(Including grants, loans, cash scholarships, etc.)	\$0
Veteran's Benefits	\$0
Alimony (from a prior marriage)	\$0
Child Support (from a prior order)	\$0
Payments from civil litigation	\$0
Victim restitution	\$0
Utah Cash Assistance	\$0
Federal Cash Assistance	\$0
Financial support from household members	\$0
Financial support from non-household members	\$0
Trust income	\$0
Annuity income	\$0
	\$0
	\$0

Total Gross Monthly Income	\$11750
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Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$0
State Income Tax	\$0
Municipal Income Tax	\$0
FICA	\$0
Medicare	\$0

63. **Robert Owen Chesworth** will be paying **\$0** per month in child support in this case.

64. **Robert Owen Chesworth's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$0
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Real estate taxes (if not\$ 0
included in mortgage)
Real estate insurance (if not\$ 0
included in mortgage)
Real estate maintenance\$ 0
Food and household\$ 0
supplies
Clothing\$ 0
Automobile payments\$ 0
Automobile insurance\$ 0
Automobile fuel\$ 0
Automobile maintenance\$ 0
Other transportation costs\$ 0
(public transportation,
parking, etc.)
Utilities (such as electricity,\$ 0
gas, water, sewer, garbage)
Telephone\$ 0
Paid television, cable,\$ 0
satellite
Internet\$ 0
Credit card payments\$ 0
Loans and other debt\$ 0
a payments
Alimony from previous\$ 0
a marriages
Child support\$ 0
Child care\$ 0
Extracurricular activities for\$ 0
children
Education (children)\$ 0
Education (self)\$ 0
Health care insurance\$ 0
Health care expenses\$ 0
(excluding insurance listed

above)

Other insurance	\$	0
Entertainment	\$	0
Laundry and dry cleaning	\$	0
Donations	\$	0
Gifts	\$	0
Union and other Dues	\$	0
Garnishment or income withholding order	\$	0
Retirement deposits (including pensions, 401(k), IRA, etc.)	\$	0
Other	\$	0
Other	\$	0
Total marital monthly expenses		\$0

65. The difference between **Robert Owen Chesworth's** monthly net income and monthly expenses (including child support) is **\$11,750.00**. This is **Robert Owen Chesworth's** ability to pay alimony each month.
66. **Robert Owen Chesworth** and **Suzanne Francis Chesworth** have been married for **20** years and **10** months.
67. The value of real property during the marriage is **\$431,200.00**
68. The value of personal property during the marriage is **\$19,000.00**.
69. The court should also consider these other factors: **The parties expressly stipulate, and the Court is asked to find, as follows regarding the commencement, term, and termination of the alimony obligation of Robert Owen Chesworth to Suzanne Francis Chesworth: (a) Commencement Date. The alimony obligation of Robert Owen Chesworth to Suzanne Francis Chesworth, in the amount of Two Thousand Dollars (\$2,000.00) per month, commenced on February 1, 2025. Robert Owen Chesworth began making monthly alimony payments to Suzanne Francis Chesworth on that date in connection with the parties' separation and an earlier-initiated but uncompleted attempt to dissolve the marriage. The parties stipulate that February 1, 2025, is the official commencement date of the alimony obligation under this Stipulation and the Decree of Divorce. (b) Term Calculation. The twelve-year (12-year) alimony term provided for in this Stipulation began on February 1, 2025, and runs through January 1, 2037, the date of the final scheduled monthly**

payment. The term is calculated by reference to the commencement date of February 1, 2025, and not by reference to the date of entry of the Decree of Divorce. (c) Pre-Decree Payments Credited. All alimony payments made by Robert Owen Chesworth to Suzanne Francis Chesworth on or after February 1, 2025, and prior to entry of the Decree of Divorce, shall be deemed payments made under this Stipulation and shall be credited against the twelve-year alimony obligation. No retroactive adjustment, arrears, or additional credit is owed by either party on account of any pre-decree payment period. (d) Independence from Decree Entry Date. The parties expressly intend that the commencement and termination dates of the alimony obligation be fixed by reference to February 1, 2025, regardless of when the Decree of Divorce is ultimately entered by the Court. Any delay in entry of the Decree shall neither extend nor shorten the alimony term. (e) Termination Triggers. The alimony obligation shall automatically terminate upon the earliest to occur of the following events: (i) Expiration of Term. Payment of the final scheduled monthly installment due on January 1, 2037, marking the completion of the twelve-year (12-year) alimony term that commenced February 1, 2025; (ii) Death of Robert Owen Chesworth. The death of Robert Owen Chesworth, subject to any life-insurance or other security provisions set forth elsewhere in this Stipulation intended to protect Suzanne Francis Chesworth against premature loss of support; (iii) Death of Suzanne Francis Chesworth. The death of Suzanne Francis Chesworth

Alimony Payment

70. Robert Owen Chesworth will pay Suzanne Francis Chesworth \$2,000.00 in alimony each month.

71. These are the reasons for this amount: The parties have considered the alimony factors set forth in Utah Code § 81-4-503 and stipulate to the following findings in support of the alimony award: (a) Length of marriage: The parties were married on April 22, 2005, and separated on November 30, 2023, resulting in a marriage of approximately twenty (20) years and ten (10) months as of the date of decree. The agreed alimony duration of twelve (12) years represents approximately fifty-seven percent (57%) of the length of the marriage. (b) Financial need of the recipient: Suzanne Francis Chesworth's reasonable monthly expenses, as itemized in this Stipulation, total Two Thousand Three Hundred Dollars (\$2,300.00). She has no current employment income, her earning capacity is imputed at federal minimum wage (\$1,257 per month gross), and her net financial need after imputed income is supported by the record. (c) Ability of the payor to pay: Robert Owen Chesworth has gross monthly income of Eleven Thousand Seven Hundred Fifty Dollars (\$11,750.00) and net monthly income of Ten Thousand Eight Hundred Eighty-One Dollars and Sixty-Seven Cents (\$10,881.67), which provides ample capacity to pay the stipulated alimony. (d) Standard of living during the marriage: The parties maintained a single-income household during the marriage in which Robert Owen

Chesworth was the primary wage-earner and Suzanne Francis Chesworth's role was substantially focused on home and family responsibilities. (e) Earning capacity of the recipient: Suzanne Francis Chesworth has been absent from the workforce for an extended period and faces reasonable barriers to immediately securing employment at a level that would meet her reasonable monthly expenses. Based on these findings, the parties stipulate that an alimony award of Two Thousand Dollars (\$2,000.00) per month, for a term of twelve (12) years, is appropriate and is supported by the record.

72. Alimony will start on Feb 1, 2025 for the following reason: The parties stipulate that Robert Owen Chesworth has voluntarily paid spousal support to Suzanne Francis Chesworth in the amount of Two Thousand Dollars (\$2,000.00) per month beginning February 1, 2025, in connection with an earlier-initiated but uncompleted attempt to dissolve the marriage. The parties agree that these voluntary payments constitute the commencement of the alimony obligation under this Stipulation, and that the twelve-year (12-year) alimony term runs from February 1, 2025, through January 31, 2037, regardless of the date of entry of the Decree of Divorce. No additional retroactive alimony, arrears, or credit is owing between the parties on account of the pre-decree period.

73. The payment schedule will be:

a. The parties have considered the alimony factors set forth in Utah Code § 81-4-503 and stipulate to the following findings in support of the alimony award: (a) Length of marriage: The parties were married on April 22, 2005, and separated on November 30, 2023, resulting in a marriage of approximately twenty (20) years and ten (10) months as of the date of decree. The agreed alimony duration of twelve (12) years represents approximately fifty-seven percent (57%) of the length of the marriage. (b) Financial need of the recipient: Suzanne Francis Chesworth's reasonable monthly expenses, as itemized in this Stipulation, total Two Thousand Three Hundred Dollars (\$2,300.00). She has no current employment income, her earning capacity is imputed at federal minimum wage (\$1,257 per month gross), and her net financial need after imputed income is supported by the record. (c) Ability of the payor to pay: Robert Owen Chesworth has gross monthly income of Eleven Thousand Seven Hundred Fifty Dollars (\$11,750.00) and net monthly income of Ten Thousand Eight Hundred Eighty-One Dollars and Sixty-Seven Cents (\$10,881.67), which provides ample capacity to pay the stipulated alimony. (d) Standard of living during the marriage: The parties maintained a single-income household during the marriage in which Robert Owen Chesworth was the primary wage-earner and Suzanne Francis Chesworth's role was substantially focused on home and family responsibilities. (e) Earning capacity of the recipient: Suzanne Francis Chesworth has been absent from the workforce for an extended period and faces reasonable barriers to immediately securing employment at a level that

would meet her reasonable monthly expenses. Based on these findings, the parties stipulate that an alimony award of Two Thousand Dollars (\$2,000.00) per month, for a term of twelve (12) years, is appropriate and is supported by the record.

74. **Robert Owen Chesworth's** alimony obligation will end the earliest of the following:
- **12 years and 0 months.**
 - **The obligation to pay spousal maintenance shall automatically terminate upon the earliest of: (a) the expiration of the twelve-year (12-year) term on January 31, 2037; (b) the death of either party; or (c) the remarriage of Suzanne Francis Chesworth. The parties expressly acknowledge that under Utah Code § 81-4-505(2), cohabitation by the alimony recipient is ordinarily a basis for termination or modification of alimony. The parties have considered this statutory provision and, by mutual agreement, expressly waive its application to this alimony obligation. Accordingly, the cohabitation of Suzanne Francis Chesworth with any other person — whether or not such cohabitation would otherwise satisfy the statutory definition — shall not constitute grounds for the termination, modification, suspension, or reduction of the alimony obligation set forth in this Stipulation. This waiver is intentional, informed, and made in consideration of the overall terms of this Stipulation.**

Retirement money

Retirement money – retirement accounts

75. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

76. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **082J**

Plan Name: **401(k)**

Plan Administrator: **PartnerCo USA Holdings Inc**

Company Name: **Fidelity Investments**

Address: **PO Box 770001, Cincinnati, OH 45277-0001**

Date Opened: **Dec 15, 2021**

Plan Value: **\$69311.22**

This plan is in the name of: **Robert Owen Chesworth**

Divide as follows: The parties stipulate that Suzanne Francis Chesworth is awarded a fixed dollar amount of Ten Thousand Dollars (\$10,000.00) from Robert Owen Chesworth's Fidelity Investments 401(k) account ending in 082J (the "Plan"), to be transferred by direct trustee-to-trustee rollover into Suzanne Francis Chesworth's individual retirement account (IRA) ending in 9232 at ETrade, or into another qualified retirement account designated by Suzanne Francis Chesworth in writing. Robert Owen Chesworth shall cause a Qualified Domestic Relations Order ("QDRO") to be prepared and submitted to the Plan administrator within one hundred twenty (120) days after entry of the Decree of Divorce. The QDRO shall use the date of entry of the Decree as the valuation date and shall provide for the direct rollover described above with no withholding or tax liability to Suzanne Francis Chesworth. The cost of QDRO preparation and submission shall be borne by Robert Owen Chesworth. If the Plan administrator rejects the QDRO as drafted, Robert Owen Chesworth shall promptly cooperate with revisions necessary to secure plan approval, and both parties shall execute any further documents reasonably necessary to effectuate the transfer. The Court shall retain jurisdiction to enter any further order necessary to enforce this paragraph. The remainder of the 401(k) account, including all contributions and earnings, is awarded to Robert Owen Chesworth as his sole and separate property. Robert Owen Chesworth should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 120 days after the divorce decree is entered.

b.

Account Number: **9232**

Plan Name: **IRA**

Plan Administrator: **ETrade**

Company Name: **ETrade**

Address: **200 Park Avenue, New York, NY 10166**

Date Opened: **Jun 1, 2014**

Plan Value: **\$6998.94**

This plan is in the name of: **Suzanne Francis Chesworth**

Divide as follows: The ETrade IRA ending in 9232, held in the name of Suzanne Francis Chesworth, is and shall remain the sole and separate property of Suzanne Francis Chesworth. Robert Owen Chesworth waives and relinquishes any and all right, title, claim, or interest he may have in this account, and no further transfer or QDRO is required to effectuate this award. Suzanne Francis Chesworth should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 120 days after the divorce decree is entered.

Additional provisions

77. The parties will adhere to the following additional provisions:

a.

Additional Provision: Pick-up, delivery, and return of the minor child for parent-time shall occur at a location and time mutually agreed upon by the parties no later than twenty-four (24) hours prior to each scheduled parent-time. In the absence of a contrary agreement, the default exchange location shall be the residence of the custodial parent. Each party shall be responsible for the transportation costs associated with their own exercise of parent-time. If a parent is unable to exercise parent-time as scheduled, that parent shall notify the other parent as soon as reasonably possible.

b.

Additional Provision: To effectuate the award of the marital residence at 1440 West 300 South, Lehi, Utah 84043 to Robert Owen Chesworth as his sole and separate property, Suzanne Francis Chesworth shall execute and deliver to Robert Owen Chesworth a Quitclaim Deed transferring any and all interest she may have in the real property within thirty (30) days after entry of the Decree of Divorce. Robert Owen Chesworth shall be responsible for the preparation and recording costs of the Quitclaim Deed. The Court shall retain jurisdiction to enter any further order, including the appointment of a special master under Utah Rule of Civil Procedure 70, to effectuate the transfer if Suzanne Francis Chesworth fails to execute the Quitclaim Deed within the time provided.

c.

Additional Provision: Each party shall indemnify, defend, and hold the other party harmless from any and all liability, including reasonable attorney's fees and costs, arising from any debt or obligation that the indemnifying party has agreed to pay under this Stipulation. Without limiting the foregoing, Robert Owen Chesworth specifically agrees to indemnify and hold Suzanne Francis Chesworth harmless from all liability associated with: (a) the mortgage on the marital residence at 1440 West 300 South, Lehi, Utah; and (b) the Mohela installment loan account ending in 8149. In the event a creditor pursues collection against the non-responsible party for a debt assigned to the other under this Stipulation, the non-responsible party shall provide written notice to the responsible party within fourteen (14) days, and the responsible party shall promptly defend the claim at the responsible party's expense. If the non-responsible party is required to pay any portion of an assigned debt, the responsible party shall reimburse the non-responsible party in full within thirty (30) days of receiving documentation of the payment.

d.

Additional Provision: Within sixty (60) days after entry of the Decree of

Divorce, each party shall review and update the beneficiary designations on all of his or her individual retirement accounts, pension and 401(k) plans, life insurance policies, payable-on-death accounts, and transfer-on-death accounts to reflect his or her wishes consistent with this Stipulation. Neither party makes any representation that the other party should remain as a beneficiary on any account. The parties acknowledge that, under Utah Code § 75-2-804, divorce generally revokes a pre-divorce beneficiary designation in favor of a former spouse, but that this revocation may not apply to all accounts (particularly accounts governed by ERISA). Each party assumes responsibility for ensuring that his or her own accounts reflect post-divorce beneficiary wishes. Notwithstanding the foregoing, Robert Owen Chesworth shall maintain Suzanne Francis Chesworth as the irrevocable beneficiary of the term-life policy required under Provision 1 above, for so long as the alimony obligation remains in effect.

e.

Additional Provision: Tax filing for the year of divorce. For the tax year in which the Decree of Divorce is entered, the parties shall consult in good faith and, if it produces a more favorable combined result, file a joint federal and state income tax return. If the parties cannot agree, each shall file as their tax status permits (married filing separately, head of household, or single, as applicable). Any tax refund resulting from a joint return for the year of divorce shall be divided equally between the parties; any tax liability resulting from a joint return shall be paid equally between the parties. Prior joint returns. For all federal and state income tax returns filed jointly during the marriage, the parties shall cooperate in good faith in the event of any audit, examination, or other inquiry by the Internal Revenue Service or the Utah State Tax Commission. Each party shall be solely responsible for the tax consequences of any income or deduction attributable to that party. Production of records. Each party shall provide the other with copies of tax-related documents reasonably necessary to comply with this paragraph, including but not limited to W-2s, 1099s, 1098s, and supporting schedules, upon reasonable request.

f.

Additional Provision: Health insurance for Suzanne Francis Chesworth. The parties acknowledge that entry of the Decree of Divorce will, as a matter of federal law, end Suzanne Francis Chesworth's eligibility for coverage under any employer-sponsored health insurance plan of Robert Owen Chesworth. If Suzanne Francis Chesworth is enrolled in Robert Owen Chesworth's employer-sponsored health insurance as of the date of entry of the Decree, Robert Owen Chesworth shall, within fourteen (14) days of entry of the Decree,

deliver to Suzanne Francis Chesworth all information reasonably necessary for her to elect continuation coverage under the federal Consolidated Omnibus Budget Reconciliation Act ("COBRA"), including the plan administrator's contact information and a copy of any election notice provided by the employer. The cost of COBRA continuation coverage, if elected by Suzanne Francis Chesworth, shall be paid by Suzanne Francis Chesworth from her own resources (including alimony received). Robert Owen Chesworth shall not be responsible for paying COBRA premiums on her behalf. The parties further acknowledge that Suzanne Francis Chesworth may be eligible for subsidized health insurance through the federal Health Insurance Marketplace established under the Affordable Care Act, and the parties encourage her to consult with a licensed broker or navigator regarding her options.

g.

Additional Provision: Driving privileges and automobile insurance for the minor child. The parties shall confer in good faith regarding the minor child's pursuit of a learner's permit and driver's license, and shall share equally the costs of: (a) any required driver's education course; (b) license and permit fees; and (c) any incremental cost of adding the minor child to one or both parents' automobile insurance policies. The vehicle the minor child operates and the insurance policy under which he is covered shall be subject to the parties' mutual agreement. Extracurricular activities, sports, and educational programs. The parties shall confer in good faith before enrolling the minor child in any extracurricular activity, sport, music program, summer camp, or similar program with a cost exceeding Five Hundred Dollars (\$500.00) per session, program, or season. If both parents agree to the activity, the parties shall share the costs equally. Either parent may unilaterally enroll the minor child in an activity costing less than \$500.00 per session at that parent's sole expense, provided that the activity does not interfere with the other parent's parent-time. Existing activities. Activities the minor child is currently engaged in as of the date of this Stipulation shall continue, with the parties sharing costs equally going forward.

h.

Additional Provision: Each party shall keep the other party informed of his or her current residential address, mailing address, email address, and primary telephone number. Each party shall notify the other in writing of any change in this information within thirty (30) days of the change. For purposes of this Stipulation and any future proceeding in this case, written notice shall be deemed sufficient if delivered by: (a) email to the most recently provided email address; (b) first-class mail to the most recently provided mailing address; or

(c) personal delivery. If a party has not provided updated contact information as required by this paragraph, that party shall be deemed to have received notice delivered to the contact information last provided. Each party shall also keep his or her contact information current with the Office of Recovery Services (if engaged) and with the Court.

i.

Additional Provision: **Mutual release.** Except for the rights and obligations established by this Stipulation and the Decree of Divorce, each party releases the other from any and all claims, debts, obligations, and causes of action of any kind, whether known or unknown, arising from the marriage or from any conduct of either party occurring prior to entry of the Decree. **Waiver of inheritance rights.** Each party expressly waives, releases, and disclaims any and all rights he or she may have, now or in the future, to inherit from the other party's estate, including but not limited to: rights under intestate succession, elective share, family allowance, exempt property, homestead, and any pre-divorce designation as beneficiary, executor, personal representative, agent under a power of attorney, or healthcare surrogate. Each party intends, by this Stipulation, to terminate any expectancy or claim he or she may have against the other party's estate, and acknowledges that any post-divorce inheritance, bequest, or beneficiary designation in favor of the other party must be made expressly and after the date of entry of the Decree to be effective.

j.

Additional Provision: **Integration.** This Stipulation, together with the Decree of Divorce incorporating its terms, constitutes the entire agreement of the parties with respect to the dissolution of the marriage and all related matters. No prior or contemporaneous oral or written agreement, representation, or understanding between the parties is enforceable except as set forth in this Stipulation. **Severability.** If any provision of this Stipulation is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the parties shall negotiate in good faith to replace the invalid provision with a valid provision that achieves the parties' original intent to the greatest extent permitted by law. **Compliance and execution of documents.** Each party agrees to execute and deliver any and all documents reasonably necessary to carry out the terms of this Stipulation, including but not limited to deeds, account-transfer forms, beneficiary-designation forms, and QDROs. If a party fails to execute a required document within thirty (30) days of receiving a written request, the other party may seek an order from the Court appointing a special master under Utah Rule of Civil Procedure 70 to execute the document. **Mediator disclosure and right to counsel.** The parties

acknowledge that this Stipulation was prepared with the assistance of a mediator at Common Ground Mediation. The parties further acknowledge that the mediator does not represent either party, that the mediator has not provided legal advice to either party, and that each party has had the opportunity to consult with independent legal counsel of his or her own choosing before signing this Stipulation. Each party signs this Stipulation freely, voluntarily, and with full understanding of its terms. Governing law. This Stipulation shall be construed in accordance with the laws of the State of Utah.

Duty to sign documents

78. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Name after divorce

79. **Suzanne Francis Chesworth** changed her name when the parties married. **Suzanne Francis Chesworth's** name will be **Suzanne Francis Fillmore** after the divorce.

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

6-8-20
Date

Signature ▶


Judge

Signature ▶


Date

Signature ▶

Commissioner _____

Approved as to Form.

Other Party
Signature ▶

Suzanne Chesworth

Other Party
Name Suzanne Francis Chesworth

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Suzanne Francis Chesworth**

Method of service: **Email**

Address: **Suziechesworth@live.com**

Date of Service: **May 27, 2026**

05/26/2026

Date

Signature

► *Robert Chesworth*

Printed
Name

Robert Chesworth