

FILED 6/14/04
Fourth Judicial District Court
of Utah County
Clerk
10:28 a.m.

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**IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
STATE OF UTAH**

LESLIE CLAUDE ROGERS,

DECREE OF DIVORCE

Petitioner,

Civil No. 034401414

vs.

Judge: STO H / Div 8

KELLY LYNN ROGERS,

Respondent.

_____/

The Petitioner above-named commenced this action for divorce against Respondent, and the parties have entered into a Stipulation on file herein resolving all issues. The Court, having fully considered this matter, and having previously entered its Findings of Fact and Conclusions of Law, now enters the following:

DECREE OF DIVORCE

1. That Petitioner is awarded a Decree of Divorce from and against Respondent, on the grounds of irreconcilable differences, the same to become final and absolute upon signing by the Court, and entry by the clerk in the Registry of Actions.

2. That Petitioner and Respondent are now and have been residents of Utah County,

State of Utah for at least three (3) months prior to the filing of this action. That Petitioner and Respondent were married on December 3, 1982, in Provo, Utah, and have been husband and wife since that date.

3. That a divorce should be granted to Petitioner, pursuant to Utah Code Ann. § 30-3-1(3)(h), inasmuch as the parties have experienced irreconcilable differences in the marriage, rendering continuation of the marriage impossible.

4. That there have been two (2) children born as issue of this marriage, to wit: Melissa Rogers, dob: 9/5/80, and Rebecca D. Rogers, dob: 9/25/94. Only one child is minor and dependent.

5. That no other children as issue of this marriage are expected.

6. That the parties should be awarded joint legal custody of the parties' minor child, with Respondent being the primary residential custodial parent. Respondent is a fit and proper person for such award, considering the best interests of the child, and physical, psychological, and emotional needs and development of the child.

7. That open and liberal parent time at reasonable times and places should be granted to Petitioner, in a manner consistent with the advisory guidelines codified at Utah Code Ann. § 30-3-33 and the parent time schedule of § 30-3-35, a true and correct copy of which is attached hereto and incorporated herein by this reference.

8. That pursuant to Utah Code Ann. §30-3-37, should either parent decide to move from the state of Utah or 150 miles from the residence occupied at the time of the Decree, that

parent should provide advanced written notice of at least thirty (30) days of the intended relocation to the other parent, and the Court should schedule a hearing, with notice, to review the parent-time schedule and to make appropriate orders regarding the parent-time and costs for parent-time transportation.

9. That Petitioner is currently employed and makes \$8.00/hour for full time employment. Respondent's gross income is \$1806.00 per month. The Court finds that child support should be statutory as provided in the sole custody worksheet.

10. That when a minor child becomes eighteen (18) years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award should be automatically terminated. When the oldest child ceases to be eligible for support, the support obligation shall be reduced to \$175/month for the one remaining child, as provided by the statutory guidelines.

11. That pursuant to Utah Code Ann. § 78-45-7.11, Respondent's base child support award should be reduced by 50% for each child for time periods during which the child is with the noncustodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days. If the dependent children are clients of cash assistance provided under Title 35A, Chapter 3, Part 3, Family Employment Program, any agreement by the parties for reduction of child support during extended visitation shall be approved by the administrative agency. Normal visitation and holiday visits to the custodial parent should not be considered an interruption of the consecutive day requirement.

12. That pursuant to Utah Code Ann. § 78-45-7.2, if the child support has not been issued or modified within the previous three (3) years, a parent, legal guardian, or the Office of Recovery Services may petition the court to adjust the amount of a child support order. A parent, legal guardian, or the Office of Recovery Services may at any time petition the Court to adjust the amount of a child support order if there has been a substantial change in circumstances.

13. That Petitioner and Respondent should equally divide any work related childcare costs actually incurred for the parties' minor child. The Court recognizes that parental care is preferable to surrogate care, and therefore, the noncustodial parent shall be entitled to provide or elect to provide child care for the minor if work related childcare is necessary.

14. That on a regular basis, but in no event less than every thirty (30) days, Petitioner and Respondent should furnish to the other a copy of all invoices representing child care expenses, and a copy of the work or school schedule justifying such expenses. Each party should reimburse the other within thirty (30) days all properly documented child care expenses. Each of the parties shall have the right and opportunity to provide child care during any period that the other party has the children but is scheduled to work or attend school. The parties shall give reasonable advance notice of their work or school schedule and shall give the other parent as much advance notice as possible regarding the availability to provide care for the children during those times that the children would otherwise have surrogate care.

15. That it is reasonable and proper that the parties' minor child be claimed as dependents for federal and state income tax purposes by Respondent, both as the primary

custodial parent, and as the parent with the greater income.

16. That the parties' minor child is in need of health, accident, medical, dental, and optical insurance. Respondent should purchase and maintain appropriate insurance for the medical expenses of the parties' minor child so long as it is available to Respondent at reasonable cost. Each parent should share equally the out of pocket cost of the premium actually paid by Respondent for the children(s)' portion of insurance, which portion of the premium is a per capita share of the premium actually paid. The premium expense for the child should be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of child in the instant case.

17. That it is reasonable and proper that all medical, health, orthodontic, dental, and optical expenses not covered by insurance and incurred for the parties' minor child be equally divided between the parties.

18. That on a regular basis, but in no event less than every thirty (30) days, Petitioner and Respondent should furnish to the other verification in the form of canceled checks, statements, receipts, or invoices for all unreimbursed medical care expenses. Upon receipt of said verification, each party should reimburse the other within thirty (30) days for all properly documented, paid and unreimbursed medical care expenses. Failure to provide verification within thirty (30) days of incurring the expense, should operate as a wavier of the right to recover for all such expenses.

19. That prior to the marriage of the parties, Petitioner acquired certain real property

located at 1064 South 500 West, Provo, Utah, 84660. Petitioner should be awarded ownership and possession of the home free and clear of any claims of the Respondent. Petitioner should be solely responsible for all mortgage payments, property taxes, refinancing and insurance coverage with respect to said real property and shall indemnify and hold Respondent harmless therefrom.

20. That the parties have previously made a fair and equitable division of their personal and marital property, belongings, and effects, and that the Court confirms said division.

21. That all property hereafter acquired by either party should be the exclusive possession of that party.

22. That during the course of the marriage the parties have incurred certain debts. Petitioner has assumed all debts and shall be responsible for those obligations which are itemized herein. This provision is based, in part, on the stipulated award of the House and real property as specified in paragraph 20, above.

23. That neither party is in need of nor should be awarded any alimony from the other.

24. That (each party should pay their own costs and attorney's fees???)

25. That pursuant to Utah Code Ann. § 30-3-11.3, each party should attend and complete the two hour "Mandatory Educational Course for Divorcing Parents".

26. That each party should be awarded as his or her sole property any retirement, profit sharing, or IRA accounts funded during the course of the marriage, and each party should sign a waiver of any right to such assets.

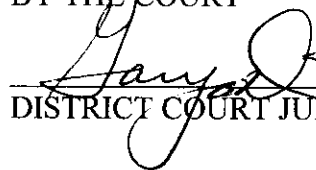
27. That each party should be ordered to execute and deliver to the other such

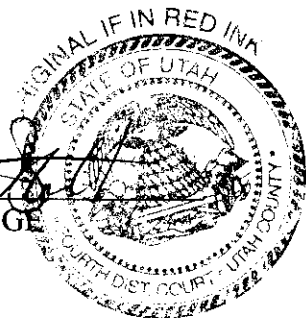
documents as are required to implement the provisions of the Decree entered in this case by the Court.

28. That this Decree of Divorce may enter based upon the Findings of Facts and Conclusions of Law, the Complaint, and the default of Respondent previously on file herein.

DATED AND SIGNED this 11 day of June, 2004.

BY THE COURT

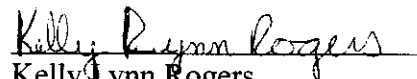

DISTRICT COURT JUDGE



Recommended by:

_____/_____
COMM. THOMAS R. PATTON DATE
Domestic Relations Commissioner
Fourth District Court of Utah County

Approved as to form:


Kelly Lynn Rogers,
Respondent

CERTIFICATE OF SERVICE

I hereby certify that I served a true and correct copy of the above and forgoing, **Decree of Divorce**, upon the following party, by first class mailing, postage prepaid and addressed as follows:

KELLY LYNN ROGERS

992 E. 900 S. #13

Provo, Utah 84606

DATED AND SIGNED this ____ day of _____, 2004.