

FILED
Fourth Judicial District Court
of Utah County, State of Utah
10-15-04

Marilyn Moody Brown, No. 4803
MOODY BROWN & BROWN
Attorneys for Respondent
2525 N. Canyon Rd.
Provo, Utah 84604
Telephone: (801) 356-8300

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

CHERYL ANN MINER,	:	DECREE OF DIVORCE
Petitioner,	:	
v.	:	
SHERL MAX MINER,	:	Civil No. 034401500
Respondent.	:	Division No. 6

This matter comes before the court for a final entry of the Decree of Divorce. The Stipulation of the parties was previously filed. The Court having reviewed the Stipulation and having previously entered its Findings of Facts and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The bonds of matrimony and the marriage contract heretofore existing by and between the Respondent and Petitioner be, and the same are hereby dissolved, and the Respondent is

hereby awarded a Decree of Divorce from Petitioner on the grounds of irreconcilable differences, said Decree to become absolute and final upon entry by the Court in the Register of Actions

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

3. Marriage Statistics. Petitioner and Respondent were married on April 18, 1975, at Manti, Utah, and are presently married.

4. Children. There have been six children born as issue of this marriage, only two of whom are minor children: Steven Sherl Miner, born March 11, 1987; and, David Vaughn Miner, born November 25, 1990.

5. Joint Legal Custody. The parties are awarded joint legal custody of the minor children, provided, however, the Petitioner is awarded physical residence, subject to the Respondent's right to parent time in accordance with U.C.A. §30-3-35. The parties have a parenting plan attached as Exhibit C. The children's plans will not interfere with the father's visitation.

6. There has been no prior litigation, and there is no pending litigation other than this action concerning custody of any of the children from this marriage in the State of Utah or any other state. There are no other persons not a party to these proceedings who have physical custody of said children, or who claim to have custody or visitation rights with respect to these children. No proceedings involving custody of the children have been filed with the Juvenile Court.

7. Child Support. The Father's gross monthly income is \$4,796.42 per month. (The father also has additional income from his umpire job and newspaper route which will not be included in the calculation of child support.) The Mother's gross monthly income is \$4,156.53 per month. The Mother's obligation is \$604.00 per month and the Father's obligation is \$710 per month, commencing when the home is sold and Respondent is no longer paying one-half of the mortgage payment, and continuing until the child becomes 18 years of age, or until the child's normal and expected date of graduation from high school, whichever occurs later. Except during periods of court-ordered visitation, the parent without physical custody is required to pay the amount of support as set forth in this paragraph without the need to modify this order. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

8. Reduction When Child Becomes 18. In accordance with U.C.A. §78-45-7.10, when a child becomes 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 is automatically reduced to reflect the lower base combined child support obligation shown in the table for the remaining number of children due child support. The award may not be reduced by a per child amount derived from the base child support award originally ordered.

9. Modification. This order is subject to child support modification in accordance with U.C.A. §78-45-7.2(7).

10. Alimony. Neither party is awarded alimony. Each party waives the right both now and in the future to receive alimony from the other.

11. Real Property.

a. The Respondent inherited a duplex during the marriage located at 1642 South Main, Springville, Utah. The Respondent refinanced the property and obtained \$95,000, which was invested in the marital home and other expenses. The Respondent is awarded all right, title, and interest in and to said duplex. The Respondent will pay to Petitioner the sum of \$14,000 for her interest in the duplex, which will be paid within one year of the date the marital home is sold. Other than the \$14,000 the Petitioner waives all right, title, and interest she may have in duplex. The Respondent shall accept and assume exclusive responsibility for any and all debt or obligation arising out of the purchase or ownership of said real property. The Petitioner will execute a Quit Claim Deed to transfer all her right, title, and interest in and to said duplex to Respondent.

b. During the course of the marriage, the parties acquired a home and real property located at 1686 East Center, Springville, Utah. The property will be immediately listed for sale with Andrea Roy, Thanksgiving Property Group. Said property shall be sold as soon as reasonably practicable and the proceeds of the sale applied as follows:

- i. First, to pay expenses of sale;
- ii. Second, to retire any and all mortgages and liens;

iii. Last, the balance remaining thereafter to be divided equally between the parties.

iv. If there is a deficiency owing on the home after it is sold, each party will pay half (1/2) said deficiency.

c. The Respondent inherited acreage with his brothers and sisters which is awarded to him. The Petitioner will execute a Quit Claim Deed to transfer all her right, title, and interest in and to said property.

12. Trust Property. The parties created a family trust during the marriage. Said family trust will be revoked and the property divided and transferred in accordance with the Stipulation and Decree.

13. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed as follows:

- a. To the Respondent: The property as indicated in Exhibit A.
- b. To the Petitioner: The property as indicated in Exhibit B.
- c. The piano of the parties will be sold at a mutually agreed upon price and the proceeds equally divided.
- d. The children will be awarded the 1993 Ford Explorer
- e. Each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control.

14. Debts. The parties acquired debts during the marriage. Each party will assume, and hold the other harmless from liability on:

Obligation	Amount	Obligor
Citimortgage (home)	412,500.00	Each party will pay ½ the cost until sold
Washington Mutual (apartment)	\$86,307.00	Respondent
Credit card (hers)	Balance	Petitioner
Credit card (his)	Balance	Respondent
401k loan	\$1,300	Petitioner

a. Other Debts. Each party will be responsible to pay any other debt he or she individually incurred.

b. Creditors. The parties understand that this debt provision does not bind third party creditors.

15. Medical/Dental Expenses. In accordance with U.C.A. §78-45-7.15, insurance for the medical and dental expenses of the minor children shall be provided by the party who can obtain the best coverage at the most reasonable cost. The Petitioner is currently providing said insurance. The Petitioner is providing the dental insurance coverage.

a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered

under the policy and multiplying the result by the number of children in the instant case.

b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

c. The parent ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent children, and thereafter on or before January 2, of each calendar year. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

d. The parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

16. Life Insurance. Each party is awarded his or her own life insurance policies. Each party will name the minor children as beneficiaries on said life insurance policies. The parties have cash value in a whole life policy which is on Respondent's life and is owned by the trust. The case value will be equally divided.

17. Retirement and Savings. Each party has pension, 401K, savings, and/or profit sharing plans through his or her place of employment or otherwise. Said accounts will be divided in accordance with the Woodward formula with each party receiving one-half (1/2) of all amounts that accumulated during the marriage through July 1, 2003. (Inasmuch as the Petitioner is repaying her 401K loan, the balance of the loan amount will be deducted prior to equal division.) The Respondent will cause that Qualified Domestic Relations Orders (QDRO) be prepared for his accounts and the Petitioner will cause that QDROs are prepared for her accounts.

18. Dependency Exemptions. The Respondent is awarded David as a dependency exemption, and Petitioner is awarded Steven as a dependency exemption for income tax purposes. When there is only one child who can be claimed on taxes, the parties will alternate the exemption.

19. Attorney's Fees. Each party will pay his or her own attorney's fees and court costs.

DATED this 13 day of Oct, 2004

BY THE COURT:

JUDGE

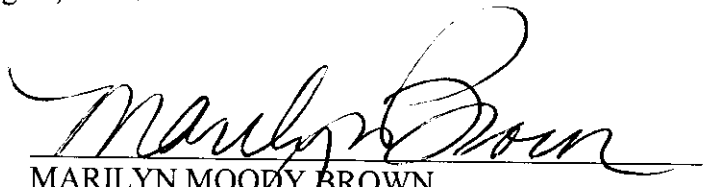
Approved as to form:

ROSEMOND BLAKELOCK
Attorney for Petitioner

NOTICE TO PETITIONER'S ATTORNEY
TO: ROSEMOND BLAKELOCK

PLEASE TAKE NOTICE that the undersigned, attorney for Respondent, will submit the above and foregoing Decree of Divorce to the Fourth District Court for signature, upon the expiration of five (5) days from the date of this Notice, plus three (3) days for mailing, unless written objection is filed prior to that time, pursuant to Rule 4-504 of the Rules of Judicial Administration.

Dated this 26 day of August, 2004.


MARILYN MOODY BROWN
Attorney for Respondent

CERTIFICATE OF MAILING

I hereby certify that on this 27th day of August, 2004, I mailed a true and correct copy of the foregoing Decree of Divorce, postage prepaid, to the following:

Rosemond Blakelock
Attorney at Law
75 S 300 W
Provo UT 84606

Daniel McKay
Attorney at Law
50 E 100 S #101
St George UT 84770

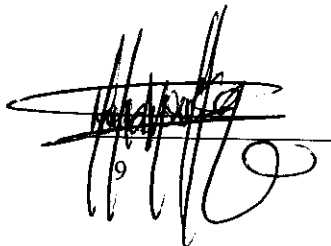


EXHIBIT A	
Property Awarded to Respondent	
1998 Hyundai	Big screen TV, VHS, DVD player, speakers
Kenmore washer/dryer	Queen bedroom set: chest of drawers
Blue couch set: couches, love seat, chair	Kitchen table, benches, 2 chairs
½ of all videos, DVD's, family pictures	½ of Christmas decorations
Children's scrapbooks (made available to Respondent to make whatever copies desired, the returned to Petitioner)	

EXHIBIT B	
Property Awarded to Petitioner	
1998 Nissan	Living room furniture set: end tables, mirror, carpets
Master Bedroom set: end tables, chest of drawers	Dining room table set
Maytag washer/dryer	Computer
Freezer	Ladder
½ of all videos, DVD's, family pictures	

August 12, 2004

EXHIBIT C

Parenting Plan

The parties are awarded joint legal custody. Joint legal custody will be defined as follows:

1. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.
2. The non-custodial parent shall pick up the children at the time specified and return the children at the time specified and the children's regular school hours shall not be interrupted.
3. The custodial parent shall have the children ready for visitation at the time they are to be picked up and shall be present at the custodial home and shall make reasonable alternate arrangements to receive the children at the time they are returned.
4. The custodial parent shall notify the non-custodial parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored and the non-custodial parent shall be entitled to attend and participate fully.
5. The non-custodial parent shall have access directly to all school reports,

including daycare reports and medical records and shall be notified immediately by the custodial parent in the event of a medical emergency.

6. Each party shall provide the other with his or her current address and telephone number within 24 hours of any change.

7. Each parent shall permit and encourage liberal telephone contact between reasonable hours and uncensored mail privileges with the children.

8. Parental care shall be presumed to be better care for the children than surrogate care, and the custodial parent shall allow the non-custodial parent, if willing and able, to provide child care for the minor children.

9. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent, and shall provide the non-custodial parent with the name, current address, and telephone number of all surrogate care providers, unless the court for good cause orders otherwise.

10. The parties are responsible for making joint decisions regarding their children's education, medical care, dental care, religious upbringing, counseling, and other major parenting issues. The parties will consult together regarding a major parenting issue. They will share their research ideas and point of view. Each will consult with experts, if necessary, for their input, after a respectful dialogue as co-parents. The parties will do their best to agree on a solution that meets the best interest of the children. If the parties reach an impasse, they will go

to mediation to assist in resolving their parenting issues.

11. The parties will work together and Petitioner will complete a parenting time calendar on a quarterly basis to include special events, holidays, doctor appointments, General Priesthood meetings for April and October Conferences for the LDS Church and other events where the children will be with Respondent.