

grounds of irreconcilable differences, which Decree shall become final upon entry of the same in the records of the Clerk of the Court.

2. The Petitioner is an actual and bona fide resident of Utah County, State of Utah, and has been so for more than three months immediately prior to the filing of the Complaint in this action.

3. The parties were married on the 9th day of June, 1989 in the City of Spanish Fork, County of Utah, State of Utah. The parties have been living separate and apart since on or about June 9, 2003.

CUSTODY AND PARENT-TIME

4. During the course of the marriage children have been born as issue, to-wit: however, all have reached the age of majority with the exception of the parties minor child, Jeff whose date of birth is November 2, 1985.

5. An order of joint legal custody is entered granting each of the parties joint legal custody of Jeff, however, designating the Petitioner as the residential custodian with whom he shall reside and granting to the Respondent liberal parent-time with the parties' minor child in an amount not less than that set forth in Utah Code Annotated Section 30-3-32 and 30-3-35 attached as Exhibit 1.

CHILD SUPPORT

6. Because of the parties' economic situation, neither is requesting the payment of child support one from the other in that while each party has the child in their physical custody, each will provide for the child's economic needs and each has sufficient income to do so and therefore each party waives any claim or right for child support from the other.

HEALTH CARE

7. The parties' minor child Jeff is entitled to have health insurance coverage and the statutory provision as set forth below will apply:

Each will maintain a policy of health care insurance for the minor child so long as it is available at a reasonable cost. Each party will share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita of the premium actually paid. The premium expense for the child is to be calculated by dividing the premium amount by the number of persons covered, then multiplying that amount of the number of children covered. One-half of that amount is to be reimbursed. All other unreimbursed health care costs for the child (medical, dental, orthodontic, eye, and psychological, etc.) reasonably and necessarily incurred, including deductibles and co-payments incurred for the child and actually paid by either parent will be divided equally between the parties. Either parent, who incurs any health care expenses for the child, will provide written verification of the cost and payment of the health care expense to the other parent within thirty (30) days of the payment. The obligee, the parent who incurs the health care expenses, may be denied the right to receive credit for the expenses or to recover the other parent's share if the obligee fails to furnish notice as provided above.

INCOME TAX DEDUCTIONS

11. The Petitioner is entitled to claim the parties' minor child as a dependent for federal and

state tax purposes. Nonetheless, Respondent shall have the option, if he is current in his child support payments for the parties' minor children, to claim the parties' minor children as dependents on his state and federal income tax returns if he makes Petitioner "income tax neutral" by paying for Petitioner's tax preparer to compute Petitioner's taxes with and without the parties' minor child as a dependent and by paying Petitioner for any difference she owes in taxes or would receive as a reduction in taxes by relinquishing the child's tax dependency status to Respondent. Said option, payments and reimbursements shall all be accomplished by April 5th of each year.

ALIMONY

12. Each is an able bodied adult well and able to care for their own economic needs and therefore, each waives any claim of right title or interest to alimony that they might otherwise have one against the other.

REAL PROPERTY

13. During the course of the marriage, they have acquired certain real property, to wit: a home located at 148 North 550 East, Salem, Utah County, State of Utah. The present fair market value of the home is \$190,000.00; that the parties presently owe the amount of \$132,000.00 against the home consisting of the first mortgage of \$82,000.00 and the second home equity mortgage of \$50,000.00. Each would be entitled to equity in the amount of \$29,000.00. The Petitioner shall initiate a refinancing process whereby she would purchase out the Respondent's equity in the home. The Respondent's equity would

be determined as follows: fair market value of the home \$190,000.00 minus presently existing mortgage \$132,000.00, gross net equity \$58,000.00 minus 3% (realtor's fees and closing costs otherwise associated with a sale and to offset closing costs and refinancing) or \$57,000.00 \$52,300.00 divided by 2 = \$26,150.00 each minus \$10,000.00 (fair market value of 1996 Ford paid off by second mortgage which is being assumed by Lisa) = \$16,150.00 amount to be paid from Lisa to Danny pursuant to refinancing.

14. The Petitioner will have the permanent use, occupancy and control of the marital home. The address for which is set forth above and the Respondent shall have the permanent use, occupancy and control of the property he is presently purchasing in Indianola.

15. At the time of the refinancing and closing, Danny will execute a Quit Claim Deed relinquishing all right, title and interest to the marital home at which time he will also receive from the financial loan institution or Title Company a payment in the amount calculated above.

PERSONAL PROPERTY

16. During the course of the parties' marriage, they have acquired certain items of personal property and the same may be awarded and distributed as set forth in Exhibit 2 to the Stipulation.

DEBTS AND OBLIGATIONS

17. During the course of the marriage, they have acquired certain debts and obligations and that said debts and obligations shall be paid as follows:

Lisa

1997 Ford Expedition \$13,000
Zions Visa - ½ of present balance
RC Willey - ½ of present balance
Dr. Tom Sorenson - ½ of present balance
Zions cash advance - ½ of present balance
Monthly cost of Bryce's LDS mission

Danny

Gloria Sparks \$4,000 (money owed for trailer)
Zions Visa - ½ of present balance
RC Willey - ½ of present balance
Dr. Tom Sorenson - ½ of present balance
Zions cash advance - ½ of present balance
Monthly cost of Bryce's LDS mission
GE Capital Credit Card \$1,000

Bryce

GE Capital Credit Card \$400

RETIREMENT BENEFITS

18. In consideration of the foregoing allocation of property and debt, each waives any claim of right, title or interest to the other parties' retirement, pension, 401k or other such accounts.

ATTORNEY'S FEES AND COSTS

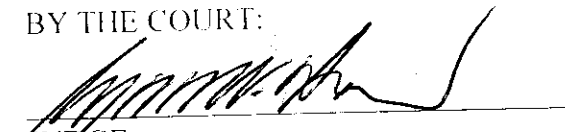
19. So long as this matter is resolved under the terms of the Stipulation as set forth above that Petitioner will assume, pay, be liable for and hold the Respondent from the attorney's fees and costs in this matter. In the event that the matter is not resolved by way of the Stipulation terms as set forth above, then she reserves the right to claim payment of attorney's fees against the Respondent.

MISCELLANEOUS

20. The parties shall cooperate in the execution of any documents necessary to effect the terms of the Stipulation and the Decree.

DATED this 17 day of June, 2003.

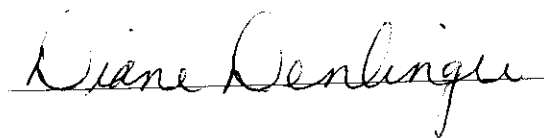
BY THE COURT:


JUDGE

MAILING CERTIFICATE

I hereby certify that on the 12 day of June, 2003, I mailed a true and correct copy of the foregoing to the following, postage prepaid.

Danny Topham
390 East 900 North
Spanish Fork, Utah 84660



NOTICE

The foregoing Decree of Divorce has been submitted to the Court for execution and entry. Rule 4-504(2), Code of Judicial Administration, allows five (5) days following hand-delivery, or ten (10) days if service by mail, for opposing counsel or opposing parties to submit notice of objection. If such objection as to form is not received within the prescribed time period, the Order will be executed by the Court.

DATED this 12 day of June, 2003.

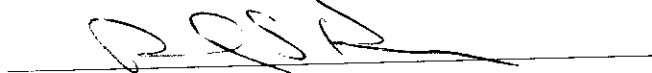

RANDY S. KESTER, ESQ.
Attorney for Petitioner

EXHIBIT 1

Parent-Time Guidelines Utah Code Annotated §30-3-35 for children 5 and older

(1) The parent-time schedule in this section applies to children 5 to 18 years of age.

(2) If the parties do not agree to a parent-time schedule, the following schedule shall be considered the minimum parent-time to which the noncustodial parent and the child shall be entitled:

- (a)(i) one weekday evening to be specified by the non-custodial parent or the court from 5:30 p.m. until 8:30 p.m.;
- (ii) at the election of the noncustodial parent, one weekday from the time the child's school is regularly dismissed until 8:30 p.m., unless the court directs the application of subsection (2)(a)(i);
- (b)(i) alternating weekends beginning on the first weekend after the entry of the decree from 6 p.m. on Friday until 7 p.m. on Sunday continuing each year;
- (ii) at the election of the noncustodial parent, from the child's school is regularly dismissed on Friday until 7 p.m. on Sunday, unless the court directs the application of Subsection (2)(a)(i);
- (c) holidays take precedence over the weekend parent-time, and changes shall not be made to the regular rotation of the alternating weekend parent-time schedule;
- (d) if a holiday falls on a regularly scheduled school day, the noncustodial parent shall be responsible for the child's attendance at school for that school day;
- (e)(i) if a holiday falls on a weekend or on a Friday or Monday and the total holiday period extends beyond that time so that the child is free from school and the parent is free from work, the noncustodial parent shall be entitled to this lengthier holiday period;
- (ii) at the election of the noncustodial parent, parent-time over a scheduled holiday weekend may begin from the time the child's school is regularly dismissed at the beginning of the holiday weekend until 7 p.m. on the last day of the holiday weekend;
- (f) in years ending in an odd number, the noncustodial parent is entitled to the following holidays:
 - (i) child's birthday on the day before or after the actual birth date beginning at 3 p.m. until 9 p.m.; at the discretion of the noncustodial parent, he may take other siblings along for the birthday;

- (ii) Martin Luther King, Jr. beginning 6 p.m. the day before the holiday until 7 p.m. unless the holiday extends for a lengthier period of time to which the noncustodial parent is completely entitled;
 - (iii) Spring break or Easter holiday beginning at 6 p.m. on the day school lets out for the holiday until 7 p.m. on the Sunday before school resumes;
 - (iv) Memorial Day beginning 6 p.m. on Friday until Monday at 7 p.m., unless the holiday extends for a lengthier period of time to which the noncustodial parent is completely entitled;
 - (v) July 24th beginning 6 p.m. on the day before the holiday until 11 p.m. on the holiday;
 - (vi) Veteran's Day holiday beginning 6 p.m. the day before the holiday until 7 p.m. on the holiday; and
 - (vii) the first portion of the Christmas school vacation as defined in Subsection 30-3-32-(3)(b) plus Christmas Eve and Christmas Day until 1 p.m., so long as the entire holiday is equally divided;
- g) in years ending in an even number, the noncustodial parent is entitled to the following holidays:
- (i) child's birthday on actual birth date beginning at 3 p.m. until 9 p.m.; at the discretion of the noncustodial parent, he may take other siblings along for the birthday;
 - (ii) President's Day beginning at 6 p.m. the day before the holiday until 7 p.m. on Monday unless the holiday extends for a lengthier period of time to which the noncustodial parent is completely entitled;
 - (iii) July 4th beginning at 6 p.m. the day before the holiday until 11 p.m. on the holiday;
 - (iv) Labor Day beginning at 6 p.m. on Friday until Monday at 7 p.m. unless the holiday extends for a lengthier period of time to which the noncustodial parent is completely entitled.
 - (v) the fall school break, if applicable, commonly known as U.F.A. weekend beginning at 6 p.m. on Wednesday until Sunday at 7 p.m. unless the holiday extends for a lengthier period of time to which the noncustodial parent is completely entitled;
 - (vi) Columbus Day beginning at 6 p.m. the day before the holiday until 7 p.m. on the holiday;
 - (vii) Thanksgiving holiday beginning Wednesday at 7 p.m. until Sunday at 7 p.m.; and

- (viii) the second portion of the Christmas school vacation as defined in Subsection 30-3-32-(3)(b) plus Christmas day beginning at 1 p.m. until 9 p.m., so long as the entire Christmas holiday is equally divided;
 - h) Father's Day shall be spent with the natural or adoptive father every year beginning at 9 a.m. until 7 p.m. on the holiday;
 - i) Mother's Day shall be spent with the natural or adoptive mother every year beginning at 9 a.m. until 7 p.m. on the holiday;
 - j) extended visitation with the noncustodial parent may be:
 - (i) up to four weeks consecutive at the option of the noncustodial parent;
 - (ii) two weeks shall be uninterrupted time for the noncustodial parent; and
 - (iii) the remaining two weeks shall be subject to visitation for the custodial parent consistent with these guidelines:
 - k) the custodial parent shall have an identical two week period of uninterrupted time during the children's summer vacation from school for purposes of vacation;
 - l) if the child is enrolled in year-round school, the noncustodial parent's extended parent-time shall be ½ of the vacation time for year-round school breaks, provided the custodial parent has holiday and phone visits;
 - m) notification of extended visitation or vacation weeks with the child shall be provided at least 30 days in advance to the other parent; and
 - n) telephone contact shall be at reasonable hours for reasonable duration.
- (3) Any elections required to be made in accordance with this section by either parent concerning parent-time shall be made a part of the decree and made a part of the parent-time order.

Advisory Guidelines 30-3-33

In addition to the parent-time scheduled provided in Section 30-3-35, advisory guidelines are suggested to govern all parent-time arrangements between parents. These advisory guidelines include:

- (1) parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution;
- (2) the parent-time schedule shall be utilized to maximize the continuity and stability of the child's life;
- (3) special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule;

(4) the noncustodial parent shall pick up the child at the times specified and return the child at the times specified, and the child's regular school hours shall not be interrupted;

(5) the custodial parent shall have the child ready for parent-time at the time he is to be picked up and shall be present at the custodial home or shall make reasonable alternate arrangements to receive the child at the time he is returned;

(6) the court may make alterations in the parent-time schedule to reasonably accommodate the work schedule of both parents and may increase the parent-time allowed to the noncustodial parent but shall not diminish the standardized parent-time provided in Section 30-3-35;

(7) the court may make alterations in the parent-time schedule to reasonably accommodate the distance between the parties and the expense of exercising parent-time;

(8) neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule;

(9) the custodial parent shall notify the noncustodial parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and the noncustodial parent shall be entitled to attend and participate fully;

(10) the noncustodial parent shall have access directly to all school reports including preschool and daycare reports and medical records and shall be notified immediately by the custodial parent in the event of a medical emergency;

(11) each parent shall provide the other with his current address and telephone number within 24 hours of any change;

(12) each parent shall permit and encourage liberal telephone contact during reasonable hours and uncensored mail privileges with the child;

(13) parental care shall be presumed to be better care for the child than surrogate care and the court shall encourage the parties to cooperate in allowing the noncustodial parent, if willing and able, to provide child care;

(14) each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and shall provide the noncustodial parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise; and

(15) each parent shall be entitled to an equal division of major religious holidays celebrated by the parents, and the parent who celebrates a religious holiday that the other parent does not celebrate shall have the right to be together with the child on the religious holiday.