Alexander Benjamin Darger
Name
1012 e green road
Address
Fruit heights , Utah 84037
City, State, Zip
385-319-8449
Phone
alexdarger@gmail.com
Email

In the District Court of Utah
SECOND Judicial District DAVIS County
Court Address 800 WEST STATE STREET, P. O. BOX 769, FARMINGTON, UT, 84025

In the Matter of (select one)	**Divorce Decree**
[x] the Marriage of (for a divorce with or without children, annulment, separate maintenance, or temporary separation case)	264701372 Case Number
	direda, michael d Judge
Alexander Benjamin Darger (name of Petitioner)	winkler, julie Commissioner (domestic cases)
and	
Adrienne Elizabeth Darger (name of Respondent)	
Other parties (if any)	

The court decrees:

Divorce

1. Alexander Benjamin Darger is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Alexander Benjamin Darger. The divorce will become final upon entry of the divorce decree.

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

2. **Alexander Benjamin Darger** and **Adrienne Elizabeth Darger** 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

LAD born 05/2009, WJD born 05/2009

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: **LAD born 05/2009**
i.
Move-out Date: **This is the child's current address**
Move-in Date: **May 23, 2026**
Address: **1012 e green road, Fruit heights , Utah 84037 United States**
(1).
Caretaker at this address: **Alexander Darger**
Caretaker current address: **1012 e green road, Fruit heights , Utah 84037 United States**

(2).
Caretaker at this address: **Adrienne Darger**
Caretaker current address: **1012 e green road, Fruit heights , Utah 84037 United States**

b.
Child: **WJD born 05/2009**
i.
Move-out Date: **This is the child's current address**
Move-in Date: **May 23, 2024**
Address: **1012 e green road, Fruit heights , Utah 84037 United States**
(1).
Caretaker at this address: **Alex Darger**
Caretaker current address: **1012 e green road, Fruit heights , Utah 84037**

United States

(2).
Caretaker at this address: **Adrienne Darger**
Caretaker current address: **1012 e green road, Fruit heights , Utah 84037**
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 **Alexander Benjamin Darger** and **Adrienne Elizabeth Darger**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Alexander Benjamin Darger** and **Adrienne Elizabeth Darger** 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 **Alexander Benjamin Darger** and **Adrienne Elizabeth Darger**.

Children - custody

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

7. It is in the children's best interest that the parties share legal custody, but that primary physical custody be given to each parent as specified below. The non-custodial parent has the right to parent-time at reasonable times and places. **Alexander Benjamin Darger** is filing this Parenting Plan with the court and verifies that the plan is being filed in good faith.

a. **Alexander Benjamin Darger**, Petitioner, will have primary custody of **Wyatt Justin Darger**.

b. **Adrienne Elizabeth Darger**, Respondent, will have primary custody of **Luke alexander Darger**.

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

The children will live with each parent as specified below and the other parent will have parent-time according to a custom parent-time schedule. The parent who the children live with will be the "custodial" parent.

a. **we will split the time 50/50**

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	Noncustodial parent	each parent
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
Presidents' Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at: (a) the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m..	All years if Noncustodial parent is the mother or other parent granted Mother's Day in the order.	All years if each parent is the mother or other parent granted Mother's Day in the order.
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m..	All years if Noncustodial parent is the father or other parent granted Father's Day in	All years if each parent is the father or other parent granted Father's Day in the order.

Holiday	Period	Noncustodial parent	each parent
		the order.	
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 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) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Odd years	Even years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 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 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. 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 8:30 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
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even 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.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

13. The school the children will attend is based on **Alexander Benjamin Darger**'s home residence.

14. Alexander Benjamin Darger and Adrienne Elizabeth Darger has authority to check the children out of school. Alexander Benjamin Darger and Adrienne Elizabeth Darger has access to the children during school. If the parents cannot agree, education decisions will be made by Adrienne Elizabeth Darger.

Communication with each other

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

Communication with the children

16. 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.

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

- By any method

Records and information sharing

18. 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

19. 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.

20. If the children will be travelling for more than **2** days, the parent arranging the travel will notify the other parent at least **5** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **5** days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

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

A relative, friend, or neighbor.

Relocation of a parent (Utah Code 81-9-209)

22. If either parent moves 150 miles or more from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

a. The written Notice of Relocation must include:

- Information about the move;
- A proposed parent-time schedule; and
- A statement that the parents will not interfere with the other parent's parent-time.

b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

23. If either parent lives 150 miles or more away from the other, or if the parents live a different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:

i.

(A) fall break if the minor child's school dismisses for fall break, beginning on the day that school dismisses for fall break and ending on the day before school resumes; or

(B) Labor Day if the minor child's school does not dismiss for a fall break, beginning on the day that school dismisses for Labor Day and ending on the day before school resumes; and

ii. the entire winter break period beginning on the day that school dismisses for the winter break and ending on the day before school resumes;

b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:

i.

(A) spring break, beginning on the day that school dismisses for the spring break and ending on the day before school resumes; or
(B) Presidents' Day if the minor child's school does not dismiss for a spring break, beginning on the day that school dismisses for Presidents' Day and ending on the day before school resumes; and

ii. Thanksgiving, beginning on the day that school dismisses for Thanksgiving and ending on the day before school resumes.

c. extended parent-time equal to half of the summer or off-track time for consecutive weeks with:

i. the noncustodial parent entitled to the first half of the summer or off-track time in years ending in an odd number; and

ii. the noncustodial parent entitled to the second half of the summer or off-track time in years ending in an even number; and

iii. the noncustodial parent will return the child to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.

d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on a weekend on which the non-custodial

parent normally exercises parent-time, the non-custodial parent is entitled to the weekend before the holiday.

ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.

iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in this Relocation Schedule and those days are contiguous with the noncustodial parent's monthly weekend or holiday parent-time, those days will be included in the weekend or holiday parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

f. In addition to the parent-time for which a non-custodial parent is entitled under the statute, the non-custodial parent is entitled to, at least two times a week:

i. brief telephone contact with the minor child at reasonable hours and for a reasonable duration and

ii. virtual parent-time if the equipment is reasonably available at reasonable hours and for a reasonable duration. If the parties cannot agree whether the equipment is reasonably available, the court shall decide, taking into consideration the best interest of the minor child, each parent's ability to handle any additional expense for virtual parent-time, and any other factors the court considers material.

iii. Virtual parent-time supplements, but does not replace the in-person parent-time the noncustodial parent is entitled to.

24. If either parent lives 150 miles or more away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by **the parent who moved, except one-half of the expenses for the summer or off-track time will be paid by the other parent.**

25. 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.

26. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

27. 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. **Counseling**

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 (Alexander Benjamin Darger) (Utah Code 81-6-203)

28. **Alexander Benjamin Darger's** gross monthly income for child support purposes is **$10000. Alexander Benjamin Darger** receives the following gross monthly income:

a. **Alexander Benjamin Darger** is employed at **Rio Tinto. Alexander Benjamin Darger** earns **$10000.27** gross (pre-tax) monthly income working a 40-hour a week job or less.

29. The adjusted gross monthly income for **Alexander Benjamin Darger** is **$10000.**

Income: Respondent (Adrienne Elizabeth Darger) (Utah Code 81-6-203)

30. **Adrienne Elizabeth Darger's** gross monthly income for child support purposes is **$6610. Adrienne Elizabeth Darger** receives the following gross monthly income:

a. **Adrienne Elizabeth Darger** is employed at **Us Rebar Management. Adrienne Elizabeth Darger** earns **$5410** gross (pre-tax) monthly income working a 40-hour a week job or less.

b. **Adrienne Elizabeth Darger** has the following income from any of these sources:

Source: Rental income, Monthly amount: $1,200.00

31. The adjusted gross monthly income for **Adrienne Elizabeth Darger** is **$6610.**

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

32. **Alexander Benjamin Darger** believes the guideline amount for child support is unjust, inappropriate, or not in the best interest of our children for the following reasons:

The reason(s) for deviation are we both agree no child support should be required.

33. It is in the best interest of the children that **Alexander Benjamin Darger** be ordered to pay child support to **Adrienne Elizabeth Darger** as follows:

a. **$1.00** per month. This deviates from the Utah Uniform Child Support Guidelines.

b. Unless the Court orders otherwise, support for each child ends when:

- a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
- a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

34. 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.

35. Child support will be paid as follows:

no child support paid

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

37. **Alexander Benjamin Darger** and **Adrienne Elizabeth Darger** will each pay half of any ORS fee.

a. If a fee is withheld from payments to **Alexander Benjamin Darger, Adrienne Elizabeth Darger** will reimburse **Alexander Benjamin Darger** for half the fee.

b. If a fee is withheld from payments to **Adrienne Elizabeth Darger, Alexander Benjamin Darger** will reimburse **Adrienne Elizabeth Darger** for half the fee.

38. The parties must notify each other within 30 days of any change in their income.

39. The parties will do the following for child related support or expenses:

a. Alex will pay for all the health related costs.

40. 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

41. As long as **Alexander Benjamin Darger** is current on all child support and other court-ordered financial obligations, **Alexander Benjamin Darger** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

a. **WJD born 05/2009**

42. As long as **Adrienne Elizabeth Darger** is current on all child support and other

court-ordered financial obligations, **Adrienne Elizabeth Darger** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

b. **LAD born 05/2009**

43. When there is only one child that can be claimed, the parties will alternate claiming this child every other year.

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

44. The parties must provide health care coverage for the medical expenses of the dependent children. Heath 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),

45. **Alexander Benjamin Darger** 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:

- **Alexander Benjamin Darger's** insurance will be primary coverage.
- **Adrienne Elizabeth Darger'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:

- **Alexander Benjamin Darger's** spouse's insurance will be primary coverage.
- **Adrienne Elizabeth Darger'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)

46. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.

b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.

c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

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

47. 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)

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

Bank and credit union accounts

49. Bank and credit union accounts will be divided as follows:

a.
Account Number: **2049**
Account Type: **Money Market**
Institution Name: **America First Credit Union**
Address: **326 north main street kaysville utah 84037**
Date Opened: **N/A**
Balance (US Dollars): **$75,895.27**
Estimated: **no**

Owner: **Alexander Benjamin Darger and Adrienne Elizabeth Darger**
Co-Owner(s): **N/A**
Divide as follows: **Alex 50,000 Adrienne 25,895.27**

b.
Account Number: **6279**
Account Type: **Mutual fund**
Institution Name: **LPL financial**
Address: **131 w 200 n kaysville utah 84037**
Date Opened: **N/A**
Balance (US Dollars): **$55,000.00**
Estimated: **no**
Owner: **Adrienne Elizabeth Darger**
Co-Owner(s): **N/A**
Divide as follows: **Adrienne Elizabeth Darger should be awarded the entire balance of $55,000.00 from this money.**

Debts

50. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

Real property

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

a.
Description: **House**
Address: **1012 e green road, Fruit heights , Davis, Utah 84037 United States**
Tax ID: **11-116-0067**
Legal Description: **Beginning at a point on the south line of green road, which point is north 180.882 geel and west 1132.309 feet and south 38°46'00" east 27.05 feet from the northeast corner of section 2 township 3 north. Range 1 west, salt lake meridian; running thence along green road as follows. 1012 E Green Road Fruit Heights Ut 84037**
Date property acquired: **May 23, 2024**
Names on title: **Alexander b Darger Adrienne e Darger**
Original cost: **$750,000**
Current value: **$873,000.00**
Property values estimated: **no**
Disposal: **Alexander Benjamin Darger will receive sole ownership of this property.**
i.

Creditor: **United wholesale mortgage, Po box 77404, Ewing, New Jersey , 08628**

Names on mortgage: **Alexander b darger adrienne e darger**

Date mortgage acquired: **May 23, 2024**

Mortgage balance: **$613,000.00**

Monthly payment: **$4,100.91**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Alexander Benjamin Darger will pay the entire debt. Alexander Benjamin Darger will provide a copy of the divorce decree to the lender.**

b.

Description: **Medium house**

Address: **142 north 300 east , kaysville, davis, utah 84037 United States**

Tax ID: **11-105-0031**

Legal Description: **BEG AT A PT ON E LINE OF A STR N 0 31'33" E 204.4 FT ALG CITY SURVEY MONU LINE & 142 NORTH 300 EAST KAYSVILLE UTAH 84037**

Date property acquired: **Oct 9, 2009**

Names on title: **Alexander b Darger Adrienne e Darger**

Original cost: **$240,000**

Current value: **$534,000.00**

Property values estimated: **no**

Disposal: **Adrienne Elizabeth Darger will receive sole ownership of this property.**

i.

Creditor: **america first credit union, 326 north main st, kaysville, ut, 84037**

Names on mortgage: **Alexander B Darger Adrienne E Darger**

Date mortgage acquired: **Sep 15, 2005**

Mortgage balance: **$147,425.25**

Monthly payment: **$2,078.30**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Adrienne Elizabeth Darger will pay the entire debt. Adrienne Elizabeth Darger will provide a copy of the divorce decree to the lender.**

c.

Description: **Little house**

Address: **106 north 500 east, kaysville, Davis, Utah 84037 United States**

Tax ID: **11-112-0031**

Legal Description: **S 1/2 of S1/2 of lot 4 blk 25, plat A kaysville ts survey, also beg sw cor of 106 north 500 east kaysville utah 84037**
Date property acquired: **Sep 15, 2005**
Names on title: **Alexander B Darger Adrienne E Darger**
Original cost: **$85,000**
Current value: **$346,000.00**
Property values estimated: **no**
Disposal: **Adrienne Elizabeth Darger will receive sole ownership of this property.**

i.

Creditor: **America First Credit Union, 326 north main st, Kaysville, Utah, 84037**
Names on mortgage: **Alexander B Darger Adrienne E Darger**
Date mortgage acquired: **Sep 10, 2019**
Mortgage balance: **$14,500.00**
Monthly payment: **$500.00**
Mortgage values estimated: **no**
This mortgage will be paid as follows after the divorce: **Adrienne Elizabeth Darger will pay the entire debt. Adrienne Elizabeth Darger will provide a copy of the divorce decree to the lender.**

Business interests

52. The parties' ownership interests in business will be divided as follows:

a.

Business Name: **106 kaysville LLC**
Description: **Rental Property generates 1200$/Month**
Phone: **(801) 390-9395**
Address: **106 north 500 East, Kaysville, Utah 84037 United States**
Total Value: **$347,000**
Percent owned by Petitioner: **50%**
Percent owned by Respondent: **50%**
Percent owned by Petitioner after divorce: **0%**
Percent owned by Responent after divorce: **100%**

Alimony

53. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

54. 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).

55. 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: **6241**
Plan Name: **Kennecott utah copper savings plan**
Plan Administrator: **Riotinto**
Company Name: **Empower**
Address: **2640 W 1700 S, Salt Lake City, UT 84104**
Date Opened: **Sep 14, 2011**
Plan Value: **$137000**
This plan is in the name of: **Alexander Benjamin Darger**
Divide as follows: **The entire account should be awarded to Alexander Benjamin Darger.**

b.

Account Number: **4995**
Plan Name: **Franklin Dynatech CL A IRA**
Plan Administrator: **LPL Financial**
Company Name: **LPL Financial**
Address: **131 w 200 n kaysville utah 84037**
Date Opened: **May 11, 2022**
Plan Value: **$8699.43**
This plan is in the name of: **Alexander Benjamin Darger**
Divide as follows: **The entire account should be awarded to Alexander Benjamin Darger.**

c.

Account Number: **5310**
Plan Name: **American 2045 Target Date Retirement IRA**
Plan Administrator: **LPL financial**
Company Name: **LPL financial**
Address: **131 w 200 n kaysville utah 84037**

Date Opened: **May 11, 2022**
Plan Value: **$33731.31**
This plan is in the name of: **Alexander Benjamin Darger**
Divide as follows: **The entire account should be awarded to Alexander Benjamin Darger.**

Retirement money - pensions

56. 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).

57. In 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: **none**
Plan Name: **kennecott pension for represented employees**
Plan Administrator: **Kennecott**
Company Name: **Rio Tinto Kennecott**
Address: **2640 W 1700 S, Salt Lake City, UT 84104**
Date Opened: **Aug 22, 2011**
Plan Value: **$49**
This plan is in the name of: **Alexander Benjamin Darger**
Divide as follows: **The entire account should be awarded to Alexander Benjamin Darger.**

Retirement money - other

58. 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).

59. 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: **4407**
Plan Name: **Company stock option**
Plan Administrator: **Rio Tinto**
Company Name: **Rio Tinto**
Address: **2640 W 1700 S, Salt Lake City, UT 84104**
Date Opened: **Sep 15, 2022**
Plan Value: **$80637.46**
This plan is in the name of: **Alexander Benjamin Darger**
Divide as follows: **The entire account should be awarded to Alexander Benjamin Darger.**

b.
Account Number: **9153**
Plan Name: **PGEOX**
Plan Administrator: **LPL financial**
Company Name: **LPL financial**
Address: **131 west 200 north**
Date Opened: **May 11, 2022**
Plan Value: **$46000**
This plan is in the name of: **Adrienne Elizabeth Darger**
Divide as follows: **The entire account should be awarded to Adrienne Elizabeth Darger.**

c.
Account Number: **1528**
Plan Name: **ABALX Retirement fund**
Plan Administrator: **LPL financial**
Company Name: **LPL financial**
Address: **131 west 200 north kaysville utah 84037**
Date Opened: **May 11, 2022**
Plan Value: **$8000**
This plan is in the name of: **Adrienne Elizabeth Darger**
Divide as follows: **The entire account should be awarded to Adrienne Elizabeth Darger.**

Duty to sign documents

60. 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)

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

11/19/26 Signature ► Michael DiReda DISTRICT COURT, SECOND JUDICIAL DISTRICT STATE OF UTAH

Date

Judge Michael DiReda

Signature ►

Date

Commissioner

Approved as to Form.

Other Party Signature ► X

Other Party Name Adrienne Elizabeth Darger

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: **Adrienne Darger**
Method of service: **Left At Home**
Address: **1012 E Green Rd fruit heights utah 84037**
Date of Service: **Nov 9, 2026**

11/01/2026 Signature ►

Date

Alexander Darger

Printed Name alex darger