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**IN THE THIRD JUDICIAL DISTRICT COURT STATE OF UTAH
SALT LAKE COUNTY, SALT LAKE DEPARTMENT**

In the Matter of the Marriage of:

CLARK M. SAXEY
Petitioner
and
NICOLE W. SAXEY,
Respondent.

DECREE OF DIVORCE

Case Number 264901160
Judge Robert Faust
Commissioner Kim M Luhn

This matter comes before the Court on the parties' Divorce Stipulation. The Court having reviewed the Stipulation, and entered its Findings of Fact and Conclusions of Law, it is hereby

ORDERED, ADJUDGED AND DECREED

The parties are granted a divorce which will become final upon entry, upon the following grounds and under the following terms:

RESIDENCY

1. Clark and Nicole have been bona fide residents of Salt Lake County, State of Utah for more than 90 days.

MARRIAGE

2. Clark and Nicole were married on June 14, 1995, in Salt Lake City, Utah and are presently married.

3. The parties separated on November 14, 2025.
4. The divorce is granted on the grounds of the adultery of the Respondent, Nicole.

CHILDREN

5. The Parties are the legal father and mother of one minor child, namely: Skyler Lane Saxey, born August 2008 under Utah's Uniform Parentage Act, Utah Code Ann. §81-5-101 et. seq.
6. Utah has jurisdiction over the custody and parent-time issues in this case pursuant to Utah's Uniform Custody Jurisdiction and Enforcement Act, Utah Code Ann. §81-11-101 et. seq., because the minor child resides at 7593 S. Case Grande Circle, Midvale, Utah 84047 when in Clark's care and at 7644 S. Casa Negra Circle, Midvale, Utah 84047 when in Nicole's care and has resided at these addresses for more than six months.
7. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the minor child which have been filed, are pending, or have been completed with an order.
8. There is no person who is not a party to these proceedings who has physical custody of the minor child and who claims to have custody, child support and/or parent-time or visitation rights with respect to the minor child.
9. Neither party has received public support or assistance.

PARENTING PLAN

This Parenting Plan was filed in good faith and is agreed to by Nicole and Clark.

Custody

10. It is in the best interest of the minor child that the Court award joint legal custody. It is further in the best interest of the minor child that the Court award joint physical custody with Clark designated as the custodial parent and residential parent, subject to Nicole's right, as the noncustodial parent, to reasonable parent-time as the parties can agree. But if the parties do not agree otherwise, Nicole shall be awarded the following parent-time:

Midweek – During the time a child's school is in session, two weekday overnights to be specified by the noncustodial parent, or Tuesday and Thursday evening if not specified, beginning at 5:30 p.m. and ending when the child is dropped off at school the next morning parent; or

Two weekday evenings to be specified by the noncustodial parent or Tuesday and Thursday evening if not specified:

(a) beginning at the time the minor child's school is regularly dismissed until until dropoff the next morning; or

(b) if school is not in session, the noncustodial parent is available to be with the minor child, and in accommodation with the custodial parent's work schedule, beginning at 9:00 a.m. and ending at 9:00 a.m. the following morning if there is no school;

Changes to Midweek Schedule: Once the weekday is designated, it may not be changed except by mutual written agreement of the parties, or Court order.

Alternating Weekends: beginning the first weekend after the entry of the decree, alternating weekends beginning at 6:00 p.m. on Friday and ending on Sunday at 7:00 p.m.; or

At the election of the noncustodial parent, beginning the first weekend after the entry of the decree, alternating weekends:

(a) beginning at the time the minor child's school is regularly dismissed on Friday and ending on Sunday at 7:00 p.m.; or

(b) if school is not in session, the noncustodial parent is available to be with the minor child, and in accommodation with the custodial parent's work schedule, beginning on Friday at 9:00 a.m. and ending on Sunday at 7:00 p.m.

Changes to Weekends: Weekend parent-time elections should be made by the noncustodial parent at the time of entry of the divorce decree or court order, and may be changed by mutual written agreement or court order, or by the noncustodial parent in the event of a change in the child's schedule.

Extended Parent-time: For extended parent-time with the minor child, at the election of the noncustodial parent, the noncustodial parent is entitled to up to two weeks of uninterrupted parent-time with the minor child, which may be consecutive, when school is not in session for summer break.

Custodial Parent Extended Time: The custodial parent is entitled to uninterrupted parent-time with the minor child for two weeks, which may be consecutive, when school is not in session for summer break.

Each parent shall provide notice to the other of their plan to exercise extended parent-time during the summer break as follows:

Extended Parent-time Notice – in odd numbered years, the noncustodial parent shall provide notification of extended parent-time to the custodial parent by May 1st and the custodial parent shall provide notification to the noncustodial parent of uninterrupted extended parent-time by May 15th.

Extended Parent-time Notice – in even numbered years, the custodial parent shall provide notification of uninterrupted extended parent-time with a child to the noncustodial parent by May 1st and the noncustodial parent shall provide notification to the custodial parent of extended parent-time by May 15th.

Extended Parent-time Notice- if not provided timely by a parent, the complying parent may determine the schedule for non-complying parent, so long as the complying parent's notification is timely.

Extended Parent-time Notice – if neither parent's notification is timely, the first parent to give notice may determine the schedules of both parents for extended parent-time.

Pick Up by Non-Parent: A step-parent, grandparent, or other responsible adult designated by the noncustodial parent, may pick up the child if the custodial parent is aware of the identity of the individual, and the parent will be with the child by 7 p.m.

Elections: Any election referenced above shall be made by the noncustodial parent at the time of entry of the divorce decree in this matter. An election may only be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the minor child's schedule. Any such elections, by either parent shall be made a part of the Decree and made a part of the parent-time order.

Conflicting Schedules: If a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- (i) the holiday schedule for Mother's Day or Father's Day;
- (ii) the holiday schedule for the minor child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the minor child away from that parent's residence during the uninterrupted extended parent-time;
- (iii) the holiday schedule for any holiday referenced below that is not Father's day, Mother's Day or the minor child's birthday;
- (iv) extended parent-time;
- (v) the schedule for weekday or weekend parent-time.

Electronic communication: Telephone contact shall be at reasonable hours and for a reasonable duration. Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, shall be at reasonable hours and for reasonable

duration, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

11. For purposes of parent-time, holidays and residency of the minor child, Clark is designated the Custodial Parent, and Clark's home shall be the child's primary residence for school attendance.

12. The parties shall share holidays as they can agree, but the statutory holiday schedule in §81-9-303(15) shall be the default if they cannot agree.

13. For parent-time transfers, unless the parties agree otherwise in writing, the parent receiving the child shall pick the child up from the other parent or from school as the case may be.

Dispute Resolution Procedure

14. Pursuant to Utah Code Ann. §81-9-205(8) and 81-9-203(10), in resolving disputes:

- a) preference shall be given to provisions of this parenting plan,
- b) parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support, unless an emergency exists;
- c) a written record shall be prepared of any agreement reached in counseling or mediation and provided to each party;

- d) if arbitration becomes necessary, a written record shall be prepared and a copy of the arbitration award shall be provided to each party;
- e) if the court finds that a parent has used or frustrated this dispute resolution process without good reason, the court may award attorney fees and financial sanctions to the prevailing parent; and
- f) the district court has the right of review from this dispute resolution process.

15. For all matters involving the child's education, religious upbringing, and/or medical care the parties shall consult with one another and attempt to arrive at a consensus. If they cannot agree the parties shall request the input of a third party with expertise in the area, such as school counselors for education, doctors for medical issues, etc. If they are still unable to agree Clark shall have the presumptive final say in the matter. If Nicole disagrees with Clark's decision, she shall have the right to bring the issue to the Court for resolution.

16. Day-to-day decisions regarding the care, control and discipline of the child will be made by the parent with whom the child is residing at the time. Each party may engage in religious activities with the child during his or her parent-time without interference from the other party.

17. Both parties shall be mutually restrained from discussing the case in the presence of the minor child or allowing third parties to discuss the case in the presence of the minor child.

18. The school the child will attend is based on a specific plan for where the child will attend school:

- a. Both parents will have access to the child regardless of location. One or both parents will stay in the boundaries of Hillcrest High School until the child has graduated.
- b. Both parents will have the authority to check the minor child out of school.
- c. If the parties cannot agree education decisions will be made by Clark, subject to the dispute resolution procedure outlined above.

Mutual Restraining Orders

- 19. Both parties shall be restrained from making negative, disparaging or derogatory comments about the other party to or in the presence of the minor child and shall use their best efforts to restrain third parties from making any such comments in the presence of the minor child.
- 20. Both parties shall be restrained from having overnight guests of the opposite sex while exercising parent-time at least until such time as they have established a long-term committed relationship.
- 21. When exercising parent-time, both parties shall be restrained from drinking alcohol in excess, taking prescription drugs in a non-prescribed manner, or possessing and using illegal drugs.
- 22. The parties are ordered to communicate regarding the child in a respectful manner by any reasonable means.

23. Each party shall keep the other immediately informed as to residence address, home, work and cell phone numbers, email addresses and any other important contact information, including how to be reached in the event of an emergency.

24. Clarks's residence shall be designated as the minor child's primary physical residence for school registration. Each party shall be listed on any school, medical, or otherwise information forms for the child as a primary contact. Neither party may remove the other as a primary contact for the child.

25. Neither party shall permanently move more than 2 miles or more from their current residence without a written agreement signed by both parties or further court order until the child has graduated.

26. If by agreement or Court order either parent moves more than 149 miles from their present residence, the parties shall equally share the cost of the child's travel expenses for the exercise of parent-time.

27. A parent who fails to comply with the notice of relocation shall be in contempt of the Court's order.

END OF PARENTING PLAN

Child Support and Related Expenses

28. Pursuant to Utah Code §81-6-203 Clark is currently employed by Salt Lake City where he earns gross monthly income for child support purposes of \$7,994.00 per month.

29. Pursuant to Utah Code §81-6-203 Nicole is currently employed by Action Compaction Equipment where she earns gross monthly income for child support purposes of \$5,027.00.

30. It is in the best interest of the child that Clark be ordered to pay child support to Nicole in the amount of \$5.00 per month, pursuant to the Uniform Child Support Guidelines and the joint custody worksheet with Clark having 190 overnights per year and Nicole having 175 overnights.

31. Unless the Court orders otherwise, support for a child terminates at the time (1) the 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, or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code § 78A-6-801.

32. Child support payments shall begin the month immediately following the entry of the order for child support. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

33. The parent receiving child support shall provide the information necessary for the parent paying child support to set up direct deposit through payroll. One half of the child support is due on or before the 5th of each month, and one half is due on or before the 20th of each month.

34. If necessary, the person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code 62A-11 parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person

entitled to receive support. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month.

35. If either parent finds it necessary due to non-payment to use the Office of Recovery Services, the paying parent shall pay any Office of Recovery Services fee.

36. The parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of a child; (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

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

38. For tax purposes: Clark shall claim the child as a dependent/exemption in all even numbered years and Nicole shall claim the child as a dependent/exemption in all odd numbered years.

39. Costs of extra-curricular activities such as participation in club and competitive sports and related costs shall be split equally between the parties in addition to child support. Extra-

curricular activities should be discussed between the parties beforehand and agreed to in writing. If either party objects, the parent choosing to enroll the child in the extra-curricular activity shall bear the full cost.

40. The parties shall maintain medical, hospital and dental care insurance for the dependent child where available at reasonable cost and the insurance coverage is accessible to the child.

a. If, at any point in time, the child is covered by health, hospital, or dental insurance plans of both parents, the plans of Clark shall be primary coverage and the plans of Nicole shall be secondary. If a parent remarries and his or her dependent child is not covered by that parent's plans but are covered by a step-parent's plan, the step-parent's plan shall be treated as if it is the plan of the remarried parent.

b. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance.

c. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the dependent child and actually paid by a party.

d. The parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

e. The other parent shall reimburse the parent incurring and documenting the expense within 30 days of receiving such documentation.

f. The party ordered to maintain coverage shall provide verification of coverage to the other party on or before January 2 of each year and notify the other party and ORS, if ORS is providing collection services, within 30 days of any change of coverage, or premium cost.

DIVISION OF MARITAL PROPERTY AND ALLOCATION OF DEBTS

Personal Property

41. All personal property not addressed below shall be divided as the parties have already divided it.

Debts

42. 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 that they are not responsible for, they can recover that amount from the responsible party.

- a. Glenn L. Sands, DDS Amount Owed: \$4,183.04, The debt to be split evenly between the parties. Nicole will provide a copy of the Decree to this creditor.
- b. Utah Community Credit Union (UCCU) Amount Owed: \$36,000, The debt is secured by the marital home and will be refinanced in conjunction with Real Property settlement listed in paragraph 43 below.
- c. Internal Revenue Service Amount Owed: \$4,384.72, the debt including any new tax debt for 2025 will be split evenly between the parties. Clark will provide a copy of the Decree to this creditor.

Real Property

43. During the marriage the parties acquired the marital home located at 7393 S Casa Grande Circle, Midvale, UT 84047. This home should be awarded to Clark free and clear of any claim by Nicole. The parties shall agree on a fair market value for the property. Clark shall pay Nicole $\frac{1}{2}$ of the equity calculated as follows: Equity = Fair Market Value – (existing first mortgage balance + Home Equity Line of Credit (“HELOC”) shown in paragraph 45b above payable to UCCU + costs of refinancing HELOC + 5.0% of appraised value (representing what it would cost Clark to sell to realize cash value). Clark shall have forty-five (45) days to refinance the HELOC to acquire the funds to pay Nicole. If Clark is unable to pay Nicole within 45 days, Nicole shall be entitled to an equitable lien in the amount of $\frac{1}{2}$ of the equity as calculated pursuant to this paragraph 46. Nicole’s lien shall remain in place until Clark makes the payment at which time Nicole’s lien release shall be recorded.

44. Both parties have retirement accounts. Nicole and Clark shall each be awarded their respective retirement accounts free and clear of any claim by the other party.

Alimony

45. Neither party should be awarded alimony now or in the future.

46. Nicole shall have the right to return to her maiden name without further court order should she desire to do so.

MISCELLANEOUS PROVISIONS

47. Both parties shall have a duty to sign and fully execute whatever documents are necessary for the implementation of the provisions of their Decree of Divorce. Should a party fail to execute a document within 60 days of the entry of their Decree of Divorce, the other party

may bring a Motion to Enforce at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

48. Prior to any Petition being filed to change any provision of the final Decree of Divorce, the parties shall attempt to resolve the issue through mediation.

END OF ORDER, COURT SIGNATURE AND SEAL APPEAR AT THE TOP OF PAGE 1

Approved as to form:

/s/ Nicole Saxey

(signed electronically with permission)