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FILED DISTRICT COURT
Third Judicial District
JUN 20 2002
SALT LAKE COUNTY
By
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THIRD DISTRICT COURT
JUN 3
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SALT LAKE DEPARTMENT
BY
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ENTERED IN REGISTRY
OF JUDGMENTS
DATE 06/21/02

IN THE THIRD JUDICIAL DISTRICT COURT

OF SALT LAKE COUNTY, STATE OF UTAH

ALAN P. HALBERT,

Petitioner,

vs.

TERI W. HALBERT,

Respondent.

DECREE OF DIVORCE

Civil No. 024902498

Judge LIVINGSTON
Commissioner BRADFORD

The above-captioned case was submitted for resolution upon the pleadings and affidavits. Both parties are represented by counsel. Petitioner is represented by Jennifer P. Lee. Respondent is represented by Derek A. Coulter.

The parties entered into an agreement and stipulation in resolution of all issues. The signed, notarized agreement has been filed with this Court.

Both parties have attended the mandatory divorce education class.

On the basis of the agreement of the parties, and good cause appearing, and the Court having made its Findings of Fact and Conclusions of Law

Divorce Decree @J
024902498 JD2472521 HALBERT, TERI W JD

IT IS HEREBY ORDERED, DECREED AND ADJUDGED that:

1. Petitioner is granted a divorce on the grounds of irreconcilable differences, the same to be final upon entry in the Registry of Actions.

2. The parties are awarded joint legal custody of the minor child and joint physical custody, as set forth in the Parenting Plan affixed to this document, which is hereby incorporated into the Decree of Divorce and adopted as an order of the Court.

3. Child support shall be calculated on the joint custody worksheet, utilizing the statutory tables and child support calculation methodology. For child support purposes, Petitioner is deemed to have physical custody of the minor child 43% of the time and Respondent is deemed to have physical custody of the minor child 57% of the time.

a. The Petitioner is ordered to pay to the Respondent as and for child support from the date of separation the total of $35 per month as base support for the minor child of the parties, pursuant to the Uniform Child Support Guidelines until said 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.

b. The child support obligation does not commence until the parties are residing in separate households.

c. The base child support award shall be reduced by 50% for time periods during

which the child is with the noncustodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Aid to Families with Dependent Children, any agreement by the parties for reduction of child support during extended visitation shall be approved by the Office of Recovery Services. However, normal visitation and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

d. The parent entitled to child support is entitled to mandatory income withholding relief pursuant to U.C.A. 62A-11 Parts 4 and 5 (1953 as amended). This income withholding procedure applies to existing and future payors, and all withheld income shall be submitted to the Office of Recovery Services.

e. Each of the parties is under mutual obligation to notify the other within ten (10) days of any change in monthly income.

f. The parties shall review the child support award no later than May 23, 2003. If there is a substantial and material discrepancy between the actual and projected visitation schedule, either party may request a recalculation and modification of the support order.

4. For the health and well-being of the minor child, it is ordered that:

a. If either party can obtain and maintain health insurance coverage for medical expenses for the benefit of the minor child, that party shall do so.

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 insurance.

c. Both parties shall share equally all reasonable and necessary uninsured medical expenses, including deductibles and copayments, incurred for the minor child and actually paid by the parties.

d. A parent who obtains or maintains health insurance coverage for the benefit of the minor child shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

e. A 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.

f. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with the Subparagraphs "d" and "e" above.

5. Both parties shall share equally the reasonable work-related child care expenses incurred by a parent.

a. A parent shall make reimbursement for his or her share of child care expenses on a monthly basis within 15 days upon presentation of proof of the child care expense paid by the other parent.

b. The parent who incurs child care expenses shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change.

c. Child care expenses, with appropriate documentation, shall be presented no more than 30 days after the parent incurring such expenses receives a bill for the same. A parent may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

6. Each party shall retain a minimum of $100,000 of life insurance coverage, insuring that party's life, maintaining the policy in full force and effect until the minor child attains the age of eighteen (18). The life insurance policy shall irrevocably designate an individual to receive and to hold the proceeds of such policy in trust for the use and benefit of the minor child.

7. Debts incurred during the marriage are hereby divided and allocated as follows:

a. The Petitioner:

CREDITOR	**APPROXIMATE BALANCE**	**PURPOSE OF DEBT**
Security Service	$4,313	Truck loan
Direct Loan	$32,000	Education

Sallie May	$286	Education
Western Federal	$2,243	Visa

b. The Respondent:

CREDITOR	APPROXIMATE BALANCE	PURPOSE OF DEBT
Wells Fargo	$25,200	Durango lease
Health Care/CU	$1, 432	Visa
Sears	$2,845	Revolving account
Empire Storage	$65	Contract
IHC-401K loan	$6,115	Household expenses

c. All debts and obligations incurred prior to the marriage or after separation or not specifically addressed above are the responsibility of the party who incurred the particular debt.

d. Each party is ordered to indemnify and to hold harmless the other party as to debts allocated to him/her in this divorce action.

8. Personal property acquired during the course of the marriage relationship is divided as follows:

a. The 1992 Dodge van and 2000 Durango is awarded to Respondent, who shall assume all debt, obligations and liability for said vehicles, holding harmless and indemnifying Petitioner as to the same.

b. The 1997 Dodge truck is awarded to Petitioner, who shall assume all debt, obligations and liability for said vehicles, holding harmless and indemnifying Respondent as to the same.

c. All other personal property, including but not limited to household furnishings and appliances, clothing, jewelry, tools, and checking and savings accounts, but excluding retirement funds, shall be equitably divided between the parties in such a manner as to enable each to make a separate life and home, taking into consideration the needs of the minor child in each home.

9. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or gifts is awarded to the party from whose family it came.

10. The marital home at 2956 West 15000 South, Bluffdale, Utah shall be sold as soon as reasonably practicable, not to exceed six (6) months from the date of service of the Verified Complaint for Divorce without consent of both parties, 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 between the parties. Respondent is awarded 60% of the net home equity.

11. As long as Petitioner lives in the marital home, he shall continue to make the mortgage payments until the house is sold and in accord with the division of marital expenses as previously arranged by the parties.

12. Neither party is awarded alimony.

13. Each party is awarded all of his or her own pension, retirement plans and 401k accounts.

14. Each party is entitled to claim the minor child as a tax dependent every other year, with Petitioner claiming the child in even-numbered years and Respondent claiming the child in odd-numbered years. Notwithstanding this entitlement, either party is entitled to "purchase" from the other party the right to claim the minor child as a tax dependent by paying to the other party the amount of increase in his or her tax liability resulting from loss of such deduction. The right of purchase is expressly contingent upon delivery of a written demand for the purchase price no later than six weeks prior to the tax filing deadline of April 15.

15. The parties shall exchange copies of their federal income tax returns each year, beginning with the tax filing for the year 2002.

16. The parties shall file jointly for the tax year 2002, sharing equally in any tax return or tax liability thus incurred.

17. Each party is ordered to assume his/her own costs and attorney's fees incurred in this divorce action.

DATED this 14th day of June, 2002.

BY THE COURT:

District Court Judge

Approved as to form:

May 23, 02

Derek A. Coulter
Attorney for Respondent

PARENTING PLAN

Parents: **Alan P. Halbert and Teri W. Halbert**

This Parenting Plan, concerning the parental rights, duties and obligations of the parents in regard to their daughter, Norchelle Halbert (born November 11, 1988), is submitted to the Court with the agreement of the parents.

Although we will no longer be married or living together, in general the best arrangement for our child is to have frequent and continuing contact with both parents. The well-being and needs of our child are a major concern. When the child is in either parent's physical custody, each parent will provide the child with (1) regular and nutritious food, (2) clean and appropriate clothing, (3) sanitary and reasonably private living and sleeping quarters and (4) appropriate medical examinations and treatment. In addition, when caring for our child, each parent shall require the child to attend all regular sessions of school until graduation, unless excused by medical reasons, the school, the court or both parents. Decision making is an important part of parenting and the parent who has the child in his or her care shall make decisions about the child's day-to-day care and control. As our child grows and changes, and our life situations change, we shall be flexible and cooperative and communicate so that we can continue to meet the needs of our child.

PARENTING SCHEDULE

Al Halbert will have custody of the minor child approximately 43% of the time, with Teri Halbert having custody the remaining 57% of the time. The following schedule will be implemented:

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Week 1	Al	Al	Al til noon	Teri	Teri	Teri	Teri
Week 2	Teri	Al	Al til noon	Teri	Teri	Al	Al

The schedule will alternate, with week 1 following week 2 and week 2 always following week 1. This schedule in the best interests of our child, as it provides continuity and consistency and parenting time for each parent. Both parents agree that the key to this arrangement is flexibility, and this schedule can and will be modified from time to time to satisfy the needs of the child. Proper notice and agreement for temporary modifications will be granted when family, personal, and other obligations arise.

EDUCATION

Each parent will take responsibility for communicating with our child's school, to remain informed and to attend conferences with our child's teachers and counselors. Each parent is authorized to receive any and all information directly from any school, teacher, coach, or educational institution. Major decisions about education will be made by both parents, acting in mutual agreement, and to the greatest extent possible, with due consideration for the wishes of the child.

It is the intention of both parents that they shall contribute equally to the higher education goals of the child to the extent that contribution is necessary after utilization of other resources, such as savings, grants and scholarships.

COMMUNICATION

While separated from our child, each parent may maintain frequent contact with our child by telephone, letter, postcards, video, electronically or audio tapes. Each parent will respect their child's right to privacy in such communication. We will encourage our child to communicate frequently with the other parent. We will inform the other parent of the address and telephone number where our child can be reached any time that the child is away from home for more than 96 consecutive hours. Each of us will provide the other parent with a current address and telephone number no more than 48 hours after any change.

To protect our child from any conflict between us, neither of us will question our child about the other parent and neither of us will speak negatively about the other parent to the child or in the presence of the minor child. We will communicate directly with each other and not through our child and will focus all future discussions on our child.

LOVE AND AFFECTION

Each parent shall encourage love and affection between the child and the other parent. Neither parent shall do anything, nor permit any other person to do anything, which would alienate the child from the other parent or distort the child's opinion of the other parent or impair the child's love and respect for the other parent.

HEALTH CARE

The child shall be provided with regular health, optical and dental care and each parent shall make sure that any and all medically necessary prescriptions are properly administered.

In emergencies, each parent is authorized to consent to emergency medical treatment as needed. The other parent shall be notified by the parent authorizing such emergency treatment as soon as possible. Each parent shall instruct our child's health care providers to list both parents on all medical records. Each parent has the right to direct access to the child's medical information and records. The parents will mutually make all non-emergency medical decisions.

TRANSPORTATION

The parents will share equally in transportation costs, expenses and responsibilities for the minor child to experience parenting time.

RELOCATION BY PARENT

Neither parent shall move the minor child more than 100 miles without written mutual agreement or an order of the Court.

MEDIATION

In the event that we cannot agree on a substantial issue involving our child, we will submit the conflict to a mediator or arbitor. If we cannot agree on the identity of the mediator or arbitor, we will file a motion asking the Court for such an appointment. We will not submit a disputed issue to the Court until all reasonable efforts have been made to resolve the issue in mediation or arbitration. Each parent shall pay half (50%) of the costs of such alternative dispute resolution.

VOLUNTARY AGREEMENT

We acknowledge that we enter into the Parenting Plan freely, voluntarily and without any duress or undue force, pressure or influence and intending to be legally bound by the Parenting Plan.

TEMPORARY CARE OR CUSTODY

We agree that we are, together, the only custodians for our child. We each agree that parental care shall be deemed preferable to care by any other individual. We shall not give custody, temporary or otherwise, to any other individual without first informing the other parent and giving the other parent an opportunity to accept temporary custody instead of the other individual.

Both parties agree that Teri Halbert's son has performed acts that both parties find abhorrent and detrimental to the welfare of the minor child. They further agree that neither parent shall permit the minor child to be in the presence of Benjamin Jay Jorgenson without the personal, constant supervision of a parent.

LEGAL CUSTODY

Parental decisions affecting the welfare of the minor child will be made jointly by both parents during the child's minority. Neither parent will make a decision unilaterally without notification, discussion, and agreement with the other parent. This specifically includes, but is not limited to, the following types of decisions:

major medical or elective surgical procedures
choice of private schooling or college
ownership of an automobile
driving privileges
Selection of automobile insurance and cost sharing for the same
drug and/or alcohol treatment
under-age marriage
Tattos, body piercing or other extreme changes in physical appearance
sports participation
educational goals
allowance
employment opportunities
pets
dating practices
curfews for school nights and weekends
discipline

COMPLETE AGREEMENT

We agree and acknowledge that this written agreement contains the entire understanding of both parents. We understand that the signed Parenting Plan will be merged and incorporated into the final order in our divorce case, at the discretion of the judge. We understand that the Parenting Plan will then remain in effect unless modified by a court order.

DATED this 23 day of May, 2002

Alan P. Halbert, Petitioner

Teri W. Halbert

Teri W. Halbert, Respondent

SUBSCRIBED AND SWORN TO before me this 23 day of May, 2002

NOTARY PUBLIC
JENNIFER P. LEE
1204 East 8285 South
Sandy, Utah 84094
My Commission Expires
May 27, 2002
STATE OF UTAH