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2ND DISTRICT COURT
JUL 30 3 17 PM '99

IN THE SECOND JUDICIAL DISTRICT COURT OF WEBER COUNTY

OGDEN DEPARTMENT, STATE OF UTAH

JOYCE K. BRUESTLE,)
)
Petitioner,)
)
vs.)
)
CRAIG W. BRUESTLE,)
)
Respondent.)

DECREE OF DIVORCE

Civil No. 984901798
JUDGE HEFFERNAN

This matter having been submitted by Affidavit of Petitioner, and the parties having previously entered into a Stipulation and Property Settlement Agreement, and good cause appearing, the Court having previously made its Findings of Fact and Conclusions of Law, now enters the following:

DECREE OF DIVORCE

1. Petitioner shall be granted a Decree of Divorce against the Respondent on irreconcilable differences and the same shall become final immediately upon its being signed by the Court and filed with the Clerk of the Court.
2. The parties shall be awarded joint legal custody of their three remaining minor children, to-wit: BRIAN CRAIG BRUESTLE, born July 19, 1982, JACE KENLEY BRUESTLE, born July 26, 1986 and ALEXIS CAITLIN BRUESTLE, born January 31,



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1989. Petitioner shall be the primary physical and residential custodial parent. Respondent shall be awarded standard rights of visitation as indicated on the attached Visitation Guidelines marked Exhibit A.

3. Respondent shall be required to pay the total sum of \$900.00 per month beginning April, 1999 as and for child support based on the parties' current incomes, the child support guidelines and the Petitioner's need for additional funds. See attached Worksheet marked Exhibit B.

Said support shall be paid one-half on the 5th and 20th of each month in which it is due unless the parties can agree otherwise. It shall continue until each child reaches eighteen years or age or graduates with his/her normal high school graduating class, whichever occurs last.

If the Respondent becomes 30 days delinquent in his child support obligation, the Petitioner shall be entitled to enforce universal income withholding pursuant to the provisions of Section 62A-11-501 through 504, Utah Code Annotated.

4. Respondent shall be required to continue to provide health insurance for the benefit of the minor children since it is at no cost to him. Each party shall be required to pay one-half of all noncovered medical, dental, orthodontal and optical expenses incurred for the minor children, including deductibles, routine office visits and immunizations.

5. Each party shall be required to pay one-half of any work-related daycare expenses.

6. Respondent shall be required to pay Petitioner the sum of \$240.00 per month beginning April, 1999 as and for alimony for a period not to exceed the length of the marriage (marriage date February 9, 1979). All alimony payments shall be made direct to

Petitioner. Said alimony shall terminate earlier upon the death of either party or Petitioner's remarriage or cohabitation with a male in a spousal role.

7. The parties shall be required to file joint 1998 tax returns and shall thereafter divide the tax exemptions/child tax credits for the children with the Respondent claiming Jace, the Petitioner claiming Alexis and the parties alternating claiming Brian with Respondent claiming him in odd numbered years and Petitioner in even numbered years. When only Alexis can be claimed, the parties shall alternate claiming her with Petitioner taking her in the first such year.

8. Petitioner shall be awarded the home located at 844-38th Street, Ogden, Utah, subject to the indebtedness thereon and free and clear of any interest in the Respondent. Respondent shall be required to sign a Quit Claim Deed conveying his interest in this property to the Petitioner. Petitioner shall not borrow additional amounts against the home unless she refinances the mortgage to the extent that it totally removes the Respondent as an obligated party.

9. Each party shall be awarded their own stocks/retirements benefits free and clear of any interest in the other.

10. Each party shall be awarded the items of personal property presently in their respective possession, including their automobiles.

11. Each party shall be required to pay their own respective debts, including attorney fees and costs, and hold the other harmless thereon. Petitioner shall pay the mortgage and any other obligation presently associated with the home.

12. Each party shall hereafter be solely responsible for all debts incurred by him or her. Neither party shall hereafter incur any debts, obligations or liabilities on the other

party's credit or do anything for which the other party may be legally liable. Each party has covenanted and warranted that, except as otherwise provided herein, there are no debts, obligations or liabilities of any kind incurred by him or her for which the other, or his or her estate may be liable.

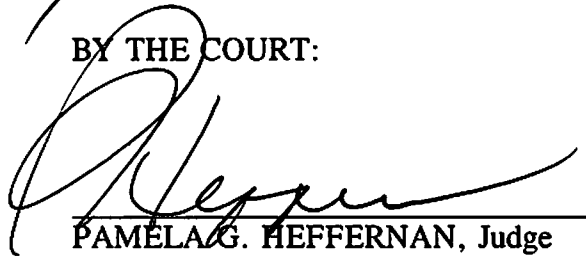
13. Each of the parties shall notify the respective creditors or obligees regarding the foregoing division of debts, obligations or liabilities and shall further notify such creditors or obligees of such parties separate, current addresses.

14. The assumption of debts by the parties shall be in the nature of alimony, maintenance and support and, as such, are not dischargeable in bankruptcy. Such debt assumption is support without which the parties will be inadequately supported.

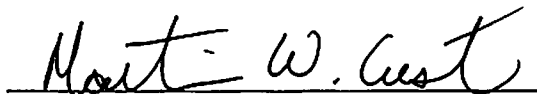
15. The parties shall be required to sign any and all documents necessary to effectuate the terms set forth in this Agreement, including automobile titles, tax forms and/or any other instrument necessary to carry out the intentions as set forth in this Stipulation and Property Settlement Agreement.

DATED this 30 day of July, 1999.

BY THE COURT:


PAMELA G. HEFFERNAN, Judge

APPROVED AS TO FORM AND CONTENT:


MARTIN W. CUSTEN
Attorney for Respondent