


Divorce Decree @J

 024907424 JD12653049 HARTNEY, LINDA SU JD

FILED
 THIRD DISTRICT COURT
 03 MAR 21 PM 3:54
 SALT LAKE DEPARTMENT
 BY _____
 DEPUTY CLERK
 MAR 23 2003
 SALT LAKE COUNTY
 Deputy Clerk

STACIE M. SMITH (6988)
 STACIE M. SMITH & ASSOCIATES, INC.
 ATTORNEY FOR PETITIONER
 6955 UNION PARK CENTER, SUITE 555
 MIDVALE, UTAH 84047
 TELEPHONE: (801) 352-1400

ENTERED IN REGISTRY
 OF JUDGMENTS
 DATE 03/27/03

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

STEPHEN CHRISTOPHER HARTNEY, II,)	
Petitioner,)	DECREE OF DIVORCE
)	
vs.)	
)	
LINDA SUE HARTNEY,)	Civil No. 024907424
Respondent.)	Judge: William W. Barrett
)	Commissioner: Thomas N. Arnett, Jr.

The Petitioner is represented by Stacie M. Smith. The Respondent is represented by Sylvia Colton. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby,

ORDERED, ADJUDGED AND DECREED:

- The Petitioner is hereby awarded a Decree of Divorce from the Respondent, such to become final upon signature and entry herein.
- Both parties are awarded the joint legal custody of the minor children (EMILY FAITH HARTNEY, born June 30, 1997 and COLE STEPHEN HARTNEY, born July 20, 2000) and the Respondent is awarded the primary physical custody of the children, subject to the

Petitioner's right to visit with the children at reasonable times and places. Joint legal custody shall be defined as the parties' jointly making all major decisions regarding the minor children. In the event the parties disagree upon a major decision, the parties shall be required to participate in mediation, prior to bringing a matter before the Court for resolution.

3. Reasonable visitation shall be as the parties agree; however, if the parties are unable to agree, the following visitation schedule shall apply, with the exception that the Petitioner shall be entitled to have the children from when they complete school on his midweek visit, continuing overnight and take the children to school or daycare the next morning and the Petitioner shall be entitled to have the children from when they complete school on his alternate weekends, continuing overnight and take the children to school or daycare Monday morning. In addition, the Petitioner has different days off (as a result of his employment) and thus his weekends may be traditional weekends or the two days off he routinely receives each week:

- i. Midweek: One weekday evening specified by the noncustodial parent or the Court from 5:30 - 8:30 p.m.
- ii. Alternate Weekends: Beginning on the first weekend after the entry of the Decree from Friday 6:00 p.m. to Sunday 7:00 p.m.;
- iii. Holiday Visitation: 6:00 p.m. the day before the holiday to 7:00 p.m. the day of the holiday unless specified otherwise.

**HOLIDAYS TAKE PRECEDENCE OVER THE WEEKEND VISITATION AND
WEEKEND VISITATION DOESN'T CHANGE**

Odd Numbered Years

Even Numbered Years

Human Rights Day

Easter - Fri. 6:00 p.m. to
to Sun. 7:00 p.m.

Presidents Day

Memorial Day - Fri. 6:00
p.m. to Mon. 7:00 p.m.

July 4th to 11:00 p.m.

July 24th to 11:00 p.m.

Labor Day - Fri. 6:00
p.m. to Mon. 7:00 p.m.

Veterans Day

Columbus Day

Day before or after a child's
birthday 3:00 p.m. to 9:00 p.m.

Child's actual birthday
3:00 p.m. to 9:00 p.m.

UEA weekend - Wed. 6:00
to Sun. 7:00 p.m.

Thanksgiving - Wed. 7:00
p.m. to Sun. 7:00 p.m.

First half of Christmas
Vacation, including
Christmas Eve and Christ-
mas Day to 1:00 p.m.

Second half of Christmas
Vacation - 1:00 p.m.
to 9:00 p.m. Christmas
Day

iv. Father's Day: With Father from 9:00 a.m. to 7:00 p.m.

v. Mother's Day: With Mother from 9:00 a.m. to 7:00 p.m.

vi. Summer: 4 weeks during summer two of which to be uninterrupted and two subject to custodial parent visitation, or, if in year round school, ½ of school breaks. Custodial parent shall have identical two weeks of uninterrupted summer visitation. Notification of summer visitation or vacation weeks with children should be provided in writing to the other parent at least 30 days in advance.

vii. Telephone: Contact at reasonable hours.

viii. 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.

ix. 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.

4. Pursuant to the Advisory Guidelines contained in Utah Code Ann. § 30-3-33:

i. visitation schedules mutually agreed upon by both parents are preferable to a court-imposed solution;

ii. the visitation schedule shall be utilized to maximize the continuity and stability of the children's life;

iii. special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule;

iv. the noncustodial parent shall pick up the children at the times specified and return the children at the times specified, and the children's regular school hours shall not be interrupted;

v. the custodial parent shall have the children ready for visitation at the time they are to be picked up and shall be present at the custodial home or shall make reasonable alternate arrangements to receive the children at the time they are returned;

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

vii. the court may make alterations in the visitation schedule to reasonably accommodate the distance between the parties and the expense of exercising visitation;

viii. neither visitation nor child support is to be withheld due to either parent's failure to comply with a court-ordered visitation schedule;

ix. 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

children are participating or being honored, and the noncustodial parent shall be entitled to attend and participate fully;

x. 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;

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

xii. each parent shall permit and encourage liberal telephone contact during reasonable hours and uncensored mail privileges with the children;

xiii. 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;

xiv. 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

xv. 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 children on the religious holiday.

5. For emergency purposes, whenever the children travel with either parent, the following shall be provided to the other parent;

a. An itinerary of travel dates;

b. Destinations;

c. Places where the children or traveling parent can be reached; and

d. The name and telephone number of an available third person who would be

knowledgeable of the children's location.

6. In that parental care is preferred over surrogate care, the Petitioner shall be afforded the first option of providing care for the children in the event the children are being left in surrogate care for a period exceeding eight (8) hours.

7. Both parties are restrained from moving from the State of Utah with the minor children until such time as the parties' youngest child reaches the age of five years old. Should either party leave prior to such time, that party shall be required to pay all costs of transportation for the children to visit with the Petitioner and the parties shall coordinate the revised visitation schedule according to the Relocation Statute in Utah Code Ann. §30-3-37 with the aforementioned exception that the moving party will pay all expenses for the trips designated in the statute. Once the parties' youngest child reaches the age of five, if either party moves from the State of Utah, the parties shall coordinate the revised visitation schedule according to the Relocation Statute in Utah Code Ann. §30-3-37.

8. Pursuant to U.C.A. 78-45-7 et seq. (1953 as amended) the Petitioner is ordered to pay to the Respondent as and for child support:

a. A sum of not less than \$606.00 per month as base support for the minor children of the parties, pursuant to the Uniform Child Support Guidelines until said children become 18 years of age, or have graduated from high school during the children's normal and expected year of graduation, whichever occurs later.

b. The base child support award shall be reduced by 50% for each child for time periods during which the children 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.

c. The obligee (custodial parent) shall be entitled to mandatory income withholding relief pursuant to U.C.A. 62A-11 Parts 4 and 5 (1953 as amended) and subject to any additional processing fee to be included in the amount withheld and paid to the Office of Recovery Services. This income withholding procedure applies to existing and future payors, and all withheld income shall be submitted to the Office of Recovery Services. This provision shall take effect in the event the Petitioner becomes thirty (30) days delinquent in his support obligation. In addition, any federal and state tax refunds or rebates due the Respondent may be intercepted by the State of Utah and applied to existing child support arrearage, if necessary.

d. The issue of child support arrearages may be determined by further judicial or administrative determination.

9. Pursuant to U.C.A. 78-45-7.15 (1953 as amended):

a. Both parties shall maintain insurance for medical expenses for the benefit of the minor children so long as such is available to the parties through their employers, at a reasonable cost and so long as there is a benefit to the minor children of having double coverage. Each party shall share equally the out-of-pocket costs associated with the premiums for the children.

b. Both parties shall share equally all reasonable and necessary uninsured medical, dental, orthodontic, optical, therapeutic or other expenses, including deductibles and copayments, incurred for the minor children and actually paid by the parties.

c. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent children, and thereafter on or before January 2, of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, 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.

d. A parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment and the other parent shall reimburse one-half of said expense within 30 days of receiving the written verification.

e. A parent incurring medical and dental 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 "c" and "d" above.

10. Pursuant to U.C.A. 78-45-7.16 (1953 as amended), both parties shall share equally the reasonable work-related or career or occupational training child care expenses of the custodial parent. The parties are to jointly select the daycare/preschool for the minor children. If

the parties are unable to agree upon any such provider, the parties shall be required to mediate the issue prior to bringing it before the Court for resolution.

a. The non-custodial parent shall begin paying his or her share of child care expenses immediately (and routinely every month thereafter) upon receiving verification of the child care expense. Currently, each party has been paying two weeks of daycare costs and alternating payments with the other party.

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. A parent incurring child care expenses 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.

11. Both parties shall maintain their life insurance on his or her life in a face amount of sufficient size to provide for a monthly income equal to child support payments hereunder and be ordered to maintain in full force and effect said life insurance until the child support obligation terminates. During such period, each party shall irrevocably designate a person of their choice as trustee for the minor children, the beneficiaries on said life insurance policies.

12. During the course of the marriage, the parties have acquired certain debts and obligations. Each party shall assume and pay (and hold the other party harmless from) the following:

a. The Petitioner: First USA Platinum Visa card, Zion's Gold account, payment on Ford Expedition, and payment on the boat;

b. The Respondent: home mortgage;

d. All remaining debts and obligations shall be the responsibility of the party who incurred the particular debt;

e. Neither party shall obtain any new debt or credit in the name of the other party or incur new debt on any joint accounts.

13. During the course of the marriage relationship, the parties have acquired certain items of personal property. Said personal property of the parties shall be distributed as follows:

a. To the Petitioner: 2000 Ford Expedition, boat, desk, tools, and Petitioner's separate property;

b. To the Respondent: 1994 Chevrolet Z71 truck, the household furnishings, and Respondent's separate property;

c. All remaining personal property is awarded to each of the parties as they have heretofore divided it.

14. During the course of the marriage, the parties acquired certain real property to wit:

a. A home located at 12244 South High Creek Circle, Riverton, Utah, more particularly described as follows; LOT 240 RIVER VIEW ESTATES PHASE II, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

b. The Respondent shall be awarded the home upon payment to ~~Respondent~~ ^{AC M Petitioner} of his equitable lien. Said amount shall be paid at the occurrence of the first of the following conditions:

- i. The children of the parties reach eighteen (18) years of age or graduate with their regularly scheduled high school class;
- ii. The Respondent remarries or cohabits with a non-related member of the opposite sex (not having a boarded to share expenses);
- iii. The Respondent ceases to use the home as the primary residence; or
- iv. The Respondent sells the home;

c. Upon the occurrence of the first of the conditions enumerated above, the Petitioner shall receive \$25,500.00 (one-half of the equity existing at the divorce). The Respondent shall receive all equity in excess of the Petitioner's aforementioned share of equity.

15. Each party is fully capable of supporting themselves and, therefore, neither party shall be awarded alimony.

16. During the course of the marriage, the Petitioner has accrued interest in a retirement plan. The Respondent is awarded one-half of such benefits which accrued during the marriage. The Respondent shall be entitled to begin receiving her share of the Petitioner's benefits at such time as the Petitioner commences receiving such benefits.

17. Each party shall be entitled to claim one of the parties' minor children as a deduction for tax purposes (the Petitioner shall be entitled to claim Emily and the Respondent shall be entitled to claim Cole). At such time as there is only one child remaining a minor, the parties shall alternate claiming that child, commencing with the custodial parent. However, the Petitioner's entitlement to claim one of the children is contingent upon his being current in all child support as of year-end. In addition, each party shall have the right to "purchase" the tax deduction from the other party by paying the other party the value of the deduction to them.

18. The Petitioner and Respondent shall file separate income tax returns for the years 2002 and thereafter.

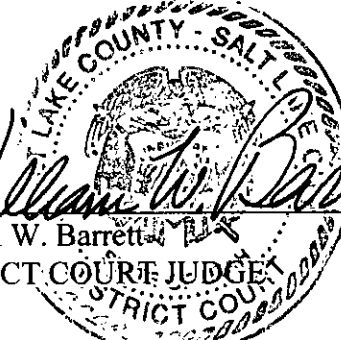
19. The parties shall pay their own attorney's fees.

20. Each party shall execute and deliver to the other such documents as are required to implement the provisions of this Decree of Divorce.

21. In the event it becomes necessary for either party to retain legal counsel to enforce the terms and provisions of this Decree of Divorce, the prevailing party shall be entitled to reasonable attorney fees and costs to enforce the terms and provisions of this Decree.

DATED this 26 day of Mar., 2003.

BY THE COURT:


William W. Barrett
William W. Barrett
DISTRICT COURT JUDGE

Approved as to form and content:

Sylvia Colton
Sylvia Colton
Counsel for Respondent

with change page 11

*Decree of Divorce
024907424*