

The Order of the Court is stated below:

Dated: June 03, 2021
11:30:00 AM

/s/ RICHARD MRAZIK
District Court Judge



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PRIVATE RECORD

IN THE DISTRICT COURT OF THE STATE OF UTAH
THIRD JUDICIAL DISTRICT, SUMMIT COUNTY
6300 Justice Center Road, Park City, UT 84098

KENDRA CARMEN NIX HICKMAN,	DECREE OF DIVORCE
Petitioner,	Civil Case No. 204500100
v.	Judge: Richard Mrazik Commissioner: Kim M. Luhn
DAVID WALTER HICKMAN,	
Respondent	

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The above-captioned matter came before Judge Richard Mrazik upon the parties' settlement stipulation signed May 12, 2021 (a copy of which is on file with the court in this matter). The Petitioner is represented by attorney Laja K. Thompson, of and from the law firm of LKT Legal. The Respondent is represented by attorney Eric K. Johnson, of and for the law firm of Utah Family Law, LC.

The parties' having completed the mandatory orientation and educational courses for divorcing parents, Utah Code §§ 30-3-11.3 and 30-3-11.4, more than thirty days having elapsed since the filing of this action, the evidence necessary to establish jurisdiction and grounds for dissolution of the parties' marriage having been presented, the Court having reviewed the file and the pleadings therein, the court having entered its findings of fact and conclusions of law, and for good cause appearing,

Accordingly, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

DIVORCE

1. Petitioner and Respondent are hereby granted a divorce from each other, and the marriage of the parties be and hereby is dissolved.

CHILD CUSTODY, PARENT-TIME, AND PARENTING PLAN

2. There have been four children born as issue of this marriage, two of whom are still minor children; C.J.H., born August 2004 and E.M.H., born November 2006. No other children are expected as issue of this marriage.

3. The parties are bound by the terms of their parenting plan articulated herein (attached hereto as Exhibit "A").

4. If a parent fails to comply with a provision of the parenting plan or a child support order, the other parent's obligations under the parenting plan or the child support order are not affected. Failure to comply with a provision of the parenting plan or a child support order may result in a finding of contempt of court.

CHILD SUPPORT

5. Child support should be awarded for the care and maintenance of the parties' minor child based upon the Joint Physical Custody Child Support Worksheets.

6. David is currently employed and has a gross monthly income of \$12,917. Kendra is currently employed and is capable of earning between \$2,800 and \$3,467 per month, so she is imputed an average gross monthly income of \$3,134.[1].

[1] This sum is calculated by taking the average of what child support would be if the parties exercised 182 and 183 overnights with their children annually. For example, if Petitioner exercised custody 182 overnights annually, Respondent's monthly base child support obligation would be \$660 and if Petitioner exercised custody 183 overnights annually, Respondent's child support obligation would be \$701. The average of \$660 and \$701 is \$681.

7. David's base monthly child support obligation is \$712 per month. The court notes that David's monthly base child support obligation should be \$681, according to the statutory child support calculation guidelines of the Utah Code, but the parties agreed that his child support obligation for two children shall deviate upward to \$712 per month; when there is one minor child, child support shall be adjusted downward according to the amount set by the statutory child support guidelines calculations (in other words, child support for one child shall not deviate from the statutory child support guidelines).

8. Formal child support payments shall begin in the month that the parties signed the stipulation and settlement agreement, prorated for the number of days left in the month as of the date the parties sign this stipulation and settlement agreement.

9. The monthly based child support obligation shall be paid on or before the 20th day of each month, unless a parent uses the services of the Office of Recovery Services (ORS) to collect support.

10. Child support due and not paid on or before the 20th day of the month is delinquent after the last day of the month.

11. Pursuant to Utah Code § 62A-11-403, withholding the income of the obligor parent for child support should be authorized, if support becomes delinquent in an amount equal to or in excess of one month's support obligation or immediately if the children receive public assistance. Appropriate income withholding should be issued by the Office of Recovery Services. This withholding provision should be effective until the obligor no longer owes child support arrearages. If income withholding is implemented, the costs of income withholding should be borne by the child support payee.

12. Modification of the child custody award is governed by Utah Code § 78B-12-210. As required by Under Utah Code § 78B-12-210(10), notice of the opportunity to adjust a support order under Subsections (8) and (9) of the Utah Code § 78B-12-210 shall be included in the child support order.

13. Child support shall adjust as provided by Utah Code § 78B-12-219.

INSURANCE, MEDICAL EXPENSES AND CHILD CARE

14. All medical (including recommended mental health treatment), health, orthodontic, dental, and optical expenses not covered by insurance and incurred for the parties' minor children should be equally divided between the parties as long as the treatment is found to be medically necessary and/or mutually agreed upon between the parties.

15. In compliance with Utah Code § 78B-12-212, the court:

- a. shall order that health care coverage for the medical expenses of a minor child be provided by at least one parent, if insurance is available to that parent at a reasonable cost. (§ 78B-12-212(2)(a) and (b)).
- b. shall, in accordance with Utah Code § 30-3-5, designate which health, hospital, or dental insurance plan is primary and which health, hospital, or dental insurance plan is secondary if at any time a dependent child is covered by both parents' health, hospital, or dental insurance plans (§ 78B-12-212(2)(c)).
- c. (§ 78B-12-212(3)) or administrative agency may, in determining which parent shall be ordered to maintain insurance for medical expenses, consider the:
 - i. reasonableness of the cost;
 - ii. availability of a group insurance policy;
 - iii. coverage of the policy; and
 - iv. preference of the custodial parent (if there is a sole custodial circumstance in place).
- d. shall order that each parent is required to share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance (§ 78B-12-212(4)).

16. Per the provisions of Utah Code § 78B-12-212:
 - a. The parent who provides the insurance coverage shall receive credit against the base child support award to recover the other parent's share of the child's portion of the premium. If the parent does not have insurance but another member of the parent's household provides insurance coverage for the child, the parent shall receive credit against the base child support award to recover the other parent's share of the child's portion of the premium (§ 78B-12-212(5)).
 - b. The child's portion of the premium is a per capita share of the premium actually paid. The premium expense for a child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case (§ 78B-12-212(6)).
 - c. The order shall, in accordance with Utah Code § 30-3-5(2)(a), include a cash medical support provision that requires each parent to equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for a dependent child, including deductibles and copayments (§ 78B-12-212(7)).
 - d. 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, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the dependent child, and after initial enrollment on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., of any change of

insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change (§ 78B-12-212(8)).

- 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 (§ 78B-12-212(9)).
- f. In addition to any other sanctions provided by the court, 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 subparagraphs 15(d) and (e) (§ 78B-12-212(10)).

COSTS OF MINOR CHILD EXTRACURRICULAR ACTIVITIES

17. If and when the parties may agree to have a minor child participate in extracurricular activities, they must do so in advance of commencement of the activity and in writing, with each party to cover one half of the cost of the agreed upon activity. If the parties do not agree to share the cost of any extracurricular activity, the parent signing the minor child up for the activity will be solely responsible for the full cost of the activity (a parent is prohibited from signing up a child or children for an activity that will conflict and interfere with the other parent's exercise of joint custody and holiday/summer parent-time). The parent signing the child up for the activity will be solely responsible for the full cost of the activity.

CHILD TAX CREDITS, EXEMPTION, AND OTHER TAX BENEFITS

18. The parties should be ordered to share the right to claim the minor children for tax purposes, with each party claiming one minor child as long as both minor children can be

claimed for tax purposes. In years where only one child can be claimed, Petitioner will claim the child in even numbered years and Respondent will claim the child in odd numbered years.

19. A party may not claim a credit, exemption, or any other child-related tax benefit for a given tax year if that parent is not current in that parent's child support obligations for that tax year by December 31 of that tax year, in which case the other parent shall have the right to claim said credit, exemption, or any other child-related tax benefit for that tax year.

20. A party may not claim a credit, exemption, or any other child-related tax benefit for a given tax year if doing so will not result in a tax benefit to that parent.

21. Either party has the option to purchase said exemptions from the other as follows: By March 1st of each year, the requesting party will determine the amount of tax savings the other would realize from claiming said exemptions. The requesting party will then have the option to purchase from the other party the right to claim the exemptions for an amount equal to the other party's projected savings. If either party chooses to buy out the other, that party shall tender payment, in full, to other by April 5th of that year. Upon said payment, the receiving party should execute any necessary tax forms to enable the requesting party to claim said exemptions.

2020 INCOME TAXES

22. The parties shall file joint 2020 state and federal income tax returns, and Respondent shall be solely and exclusively responsible for any tax liability.

ALIMONY

23. Respondent shall pay Petitioner alimony in the amount of \$1,200 per month for a period of ten (10) years, beginning the month following the date the parties have signed their

settlement agreement, with the Respondent's alimony obligation subject to automatic termination per Utah Code § 30-3-5(11) in the event:

- a. Petitioner remarries;
- b. Petitioner dies;
- c. the Respondent establishes, subject to Utah Code § 30-3-5(12)(b), after the order for alimony is issued, that Petitioner cohabited with another individual, even if the former spouse is not cohabiting with another person when the party paying alimony files the motion to terminate alimony. (Utah Code § 30-3-5(12));
- d. the court finds, following notice and an evidentiary hearing (unless the parties stipulate) that Petitioner's gross monthly income permanently increases by \$1,500 more per month or increases by \$18,000 annually on an average annualized basis;
- e. the court finds, following notice and an evidentiary hearing (unless the parties stipulate) that the Petitioner failed to take advantage of a fair, reasonable, and feasible opportunity to increase her gross monthly income permanently by \$1,500 more per month by \$18,000 annually on an average annualized basis;
- f. Respondent becomes on a nontemporary basis unable to pay his alimony obligation in the amount of \$1,200 per month, through no fault of his own. In the event Respondent becomes on a nontemporary basis unable to pay his alimony obligation in the amount of \$1,200 per month, through no fault of his own, he should be permitted file a motion for an evidentiary hearing and to a hearing to address the issue of modifying the Decree and seek a modification of his alimony obligation.

PROPERTY SETTLEMENT

Personal Property

24. During the course of their marriage, the parties acquired certain personal property and vehicles. The parties have already separated all personal property items between them, each party should keep the personal property and vehicles presently in their respective possession as their sole and separate property and waive any claim to personal property now in the possession of the other party.

25. All separate property and assets acquired by either party during the marriage by gift, bequeaths, or devise, should remain the separate property of that party.

26. All property acquired by either party after the date of separation, should be the sole and exclusive possession of that party.

27. The parties shall return any title documents in their possession to the party awarded the personal property.

Other Personal Property Issues

28. Respondent waives any claims to any of Petitioner's unfinished writings excepting "Chet's Christmas Story", which was a mutual collaboration and which the parties own in equal shares.

29. The parties' acknowledge that their adult children have been gifted the cars said adult children are currently using, i.e.:

- a. Walter Hickman: 2003 Jeep Liberty; and
- b. Gretchen Hickman: 2007 Land Rover LR3.

Real Property

30. The parties acknowledge that they have transferred ownership of their Disney Vacation Club timeshare to Disney Vacation Club by Warranty Deed in Lieu of Foreclosure.

31. During the course of their marriage, the parties accumulated real property consisting of a lot and a house situate thereon (hereinafter referred to as “the real property”) located at 358 Highland Dr., Park City, Utah 84098 (the parties note that the Petitioner is not a party to the mortgage encumbering the real property).

32. The real property should be equitably divided as follows:

- a. Respondent is awarded all rights, title and interest in the real property, free and clear thereto by Petitioner, subject to Petitioner receiving her one-half share of the equity in the real property; and
- b. Petitioner waives any claims to any proceeds to the marital real property in the event said property is subdivided.

33. In recognition of:

- a. Respondent agreeing to be solely and exclusively responsible for the marital debts and obligations articulated in paragraph 39 *infra*;
- b. the parties’ agreement to divided retirement assets as articulated in paragraphs 44 and 45 *infra*,

Petitioner’s equitable share of the net equity in the real property (net equity means the funds remaining after all existing mortgages, liens, real estate broker's commissions, and closing costs of sale or refinance on the premises are satisfied) shall be deemed satisfied by Respondent paying to the Petitioner \$100,000 on or before May 28, 2021. Respondent’s shall make his payment of said \$100,000 to the Petitioner contemporaneously with the Petitioner executing a

quitclaim deed for the real property transferring all of her interest in the real property to the Respondent.

DEBTS AND OBLIGATIONS

34. During the course of the parties' marriage, the parties have incurred certain joint debts and obligations.

35. The party who is ordered to pay the debts and obligations assigned to him/her should indemnify the other party and hold the other party harmless from any and all liability and any other harm arising from said debts and obligations.

36. Each party should be responsible for any and all debts and obligations incurred solely in his/her name after the marriage, and to indemnify and hold harmless the other party from liability and any harm arising therefrom.

37. Each party should be responsible for any and all debts and obligations incurred in his or her name since the date of the parties' separation.

38. Each party should hold the other free and harmless from the debts and obligations for which he or she is liable.

39. Respondent shall be responsible for any and all debts and obligations incurred jointly during the marriage before separation, i.e.,:

- a. the \$18,000 loan from Rosemarie Hickman for payment of some of the parties' 2019 income taxes;
- b. the \$10,000 loan from Rosemarie Hickman for paying down marital debts;
- c. the balance owing on the American Express – Delta account (last four digits of account: 2005);

- d. Citi Bank—Best Buy VISA (last four digits of account: 2072);
- e. Chase—Marriott VISA (last four digits of account: 9662);
- f. Chase—Disney VISA (last four digits of account: 4807); and
- g. Barclay—Apple VISA (last four digits of account: 7117).

40. Any item of personal property, including any vehicles and the 2018 Kubota BX2650 tractor, that is encumbered by any debt shall be the sole responsibility of the party awarded said item.

41. Each party shall remove the other party's name from any debt assigned to that party, so long as it is legally possible and the creditor permits it.

42. Each party should be ordered to provide a certified copy of the final Decree of Divorce and any modifications to all creditors pursuant to Utah Code §30-3-5(1)(c) and Utah Code §15-4.6.5 and to effectuate compliance with these statutes.

43. Any loan that either party has from a family member will be his/her sole responsibility, and each party will hold the other party harmless on these loans.

RETIREMENT ACCOUNTS

44. Petitioner is awarded her entire Utah Retirement Systems retirement account free and clear of any claim by Respondent as part of an overall division between the parties of the assets and of the responsibility of the debts and obligations of the marital estate.

45. Respondent is awarded all of his retirement accounts (i.e., Fidelity Roth IRA and Vail Resorts 401K) free and clear of any claim by Petitioner as part of an overall division between the parties of the assets and of the responsibility of the debts and obligations of the marital estate.

MISCELLANEOUS MATTERS

46. Petitioner should have her maiden name restored to upon entry of the Decree of Divorce if she so desires.

47. Neither party should use the other party's likeness, picture, name, identification, or credit to obtain credit, open an account for any service, or obtain any other service, or for any other purpose.

48. Each party should be ordered to execute and deliver the other such documents as are required to implement the provisions of the Decree entered in this case by the Court.

COSTS AND ATTORNEYS FEES

49. Each of the parties shall be liable for his/her own attorney fees and costs incurred in this divorce action.

**THIS IS THE END OF THE DECREE OF DIVORCE
(Exhibit "A" follows under this page)**

THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT TOP OF THIS DOCUMENT WHEN SIGNED AND ENTERED BY THE COURT

EXHIBIT “A”

Child Custody

1. The parties should be awarded joint equal legal custody of the minor children.
2. Decision-making authority to regarding the children's education, healthcare, and religious upbringing shall be shared equally between the parents. Neither parent shall have more or less parental authority than the other. Neither parent shall have more or fewer parental rights than the other. Regardless of the allocation of decision-making in the parenting plan, either parent may make emergency decisions affecting the health or safety of the child.
3. The parties should be awarded joint equal physical custody of the parties' minor children, meaning that each parent is awarded an average of 182.5 overnights annually with their minor children and child support is calculated based upon each parent being awarded 182.5 overnights annually with their minor children.
4. The residential schedule the parties utilize in the exercise of joint equal physical custody will be as the parties agree, and if they cannot agree they will follow a week on/week off schedule as they are currently.
5. Custody and parent-time exchanges shall be as the parties agree. If they are unable to agree, the party receiving the children for his/her custody or parent-time period shall provide transportation.

Holiday And Summer Parent-Time

6. Holiday and summer parent-time will be exercised as the parties agree. If they cannot agree they will follow the default schedule articulated in Exhibit "A" hereto. the subparagraphs below:

a. Holidays include any "snow" days, teacher development days after the children begin the school year, or other days when school is not scheduled, contiguous to the holiday period, and take precedence over the weekend parent-time. Changes may not be made to the regular rotation of the alternating weekend parent-time schedule, however:

i. birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day; and

ii. birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.

b. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time for that holiday shall be responsible for the child's attendance at school for that school day.

c. 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 parent exercising parent-time for that holiday shall be entitled to this lengthier holiday period.

d. At the election of the parent exercising holiday parent-time, parent-time over a scheduled holiday weekend may begin from the time the child's school is regularly dismissed at the beginning of the holiday weekend the day school recommences after the end of the holiday weekend; or

e. at the election of the parent exercising holiday parent-time, if school is not

in session, parent-time over a scheduled holiday weekend may begin at approximately 9 a.m., accommodating the other parent's work schedule, the first day of the holiday weekend until the day school recommences after the end of the holiday weekend.

f. A stepparent, grandparent, or other responsible individual designated by the parent exercising holiday parent-time, may pick up the child if the other parent is aware of the identity of the individual, and the parent will be with the child by 7 p.m.

g. In years ending in an odd number, the Petitioner is entitled to the following holidays:

i. the child's birthday on the day before or after the child's actual birthdate beginning at 3 p.m. until the day school recommences the next day, and at the discretion of the Petitioner, the Petitioner may take other siblings along for the birthday;

ii. Martin Luther King, Jr. beginning after school on the day school lets out for the holiday until the day school recommences after the end of the holiday period;

iii. spring break beginning after school on the day school lets out for the holiday until the day school recommences after the end of the holiday period;

iv. July 4 beginning 6 p.m. on the day before the holiday until 6 p.m. on the day following the holiday;

v. Labor Day beginning after school on the day school lets out for the holiday until the day school recommences after the end of the holiday period;

vi. the fall school break beginning at 6 p.m. on the day that school lets

out for the holiday until beginning after school on the day school lets out for the holiday until the day school recommences after the end of the holiday period;

vii. Veterans Day holiday beginning after school on the day school lets out for the holiday until the day school recommences after the end of the holiday period; and

viii. the first portion of the Christmas school vacation ("Christmas school vacation" means the time period beginning on the evening the child is released from school for the Christmas or winter school break and ending the morning of the day the child returns to school, and for multiple children when the children's school schedules differ, at the option of the parent exercising the holiday or the parent's half of the holiday, the time period may begin on the first evening all children's schools are released for the Christmas or winter school break and end the evening before any of the children returns to school), including Christmas Eve and Christmas Day, continuing until 1 p.m. on the day halfway through the holiday period, if there are an odd number of days for the holiday period or until 7 p.m. if there are an even number of days for the holiday period, so long as the entire holiday period is equally divided.

h. In years ending in an even number, the Petitioner is entitled to the following holidays:

i. the child's birthday on the child's actual birthdate beginning at beginning at 3 p.m. until the day school recommences the next day, and at the discretion of the Petitioner, the Petitioner may take other siblings along for the

birthday;

ii. President's Day beginning after school on the day school lets out for the holiday until the day school recommences after the end of the holiday period;

iii. Memorial Day beginning after school on the day school lets out for the holiday until the day school recommences after the end of the holiday period;

iv. July 24 beginning at 6 p.m. on the day before the holiday until 11 p.m. or no later than 6 p.m. on the day following the holiday, at the option of the parent exercising the holiday;

v. Columbus Day beginning after school on the day school lets out for the holiday until the day school recommences after the end of the holiday period;

vi. Halloween on October 31 or the day Halloween is traditionally celebrated in the local community beginning after school on the day school lets out for the holiday until the day school recommences after the end of the holiday period;

vii. Thanksgiving holiday beginning Wednesday beginning after school on the day school lets out for the holiday until the day school recommences after the end of the holiday period; and

viii. the second portion of the Christmas school vacation ("Christmas school vacation" means the time period beginning on the evening the child is released from school for the Christmas or winter school break and ending the

morning of the day the child returns to school), beginning 1 p.m. on the day halfway through the holiday period if there are an odd number of days for the holiday period, or at 7 p.m. if there are an even number of days for the holiday period, so long as the entire Christmas holiday period is equally divided.

i. Petitioner will be entitled to the odd year holiday schedule articulated above in even years, and to the even year holiday schedule articulated above in odd years, so that holiday parent-time is equally divided between the parents each year.

j. Father's Day shall be spent with the natural or adoptive father every year beginning at 9 a.m. until the day school recommences after the end of the holiday period;

k. Mother's Day shall be spent with the natural or adoptive mother every year beginning at 9 a.m. until the day school recommences after the end of the holiday period.

l. When school is not in session for the summer, each parent shall be entitled to two weeks uninterrupted time with the children. Both parents shall provide notification of extended parent-time or vacation weeks with the child at least 30 days before the end of the child's school year to the other parent and if notification is not provided timely the complying parent may determine the schedule for extended parent-time for the noncomplying parent. In the event that the parents' respective desired two weeks plans conflict, Petitioner's plans will trump Respondent's plans in even-numbered years, and Respondent's plans will trump Petitioner's plans in odd-numbered years.

m. Telephone and virtual parent-time contact between parents and children shall be at reasonable hours and for a reasonable duration.

7. Both parties should provide the other with his or her current address and

telephone number in the event of a change to his or her current address and/pr telephone number.

8. If either party intends to travel outside of the state of Utah with the minor children, advanced notification should be provided as required by Utah Code § 30-3-36(2).

9. The parties agree neither of them will use corporal punishment as a form of discipline to the minor children.

10. The parties should be mutually restrained from discussing any aspect of this divorce proceeding directly to, in front of, or in the presence of the minor children. In addition, the parties should remove the children from the presence and hearing of third persons who discuss or attempt to discuss any aspect of this divorce proceeding directly to, in front of, or in the presence of the minor children.

11. Neither party should make any disparaging remarks about the other party directly to, in front of, or in the presence of the minor children.

12. Neither party should allow anyone else to make any disparaging remarks about the other party directly to, in front of, or in the presence of the minor children.

13. Each party should be restrained from harassing, annoying, or otherwise bothering the other party.

14. Each party should be restrained from contacting the other party in excess and should be via text message or email communications, except for emergencies and should be cordial.

Dispute Resolution Provisions

15. In the dispute resolution process:

a. 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;

b. disputes that the parties cannot or will not resolve between them shall be referred to mediation, with each party bearing half the cost of the mediator's fee;

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 the 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 the dispute resolution process.

Relocation of Either Party

16. In the event of a parent's relocation, the provisions of Utah Code § 30-3-37 shall apply.

Child Education Plan

17. So long as both parents reside in the Park City (Utah) School District boundaries, the home residence for purposes of identifying the appropriate school or another specific plan that provides for where a child will attend school shall be both parent's residences. Unless the parties otherwise agree in writing, the parties' minor children will reside in and attend school in the Park City School District until they are no longer minors or have completed high school, whichever event occurs later.

a. If a parent chooses to relocate outside of the Park City School District boundaries, then the parent who does not relocate shall become the sole custodial parent of the parties' children, unless the parties work out a way for the children to attend school in the Park City School District boundaries after the other parent relocates outside of the Park City School District boundaries.

18. Neither parent has authority to make education decisions for a child if the parents do not or cannot agree; instead, the parties will submit any dispute over a child education decisions to their dispute resolution procedure articulated herein.

19. Both parents have access to the child during school and authority to check a child out of school. Neither party will not check a child out of school without good cause. If a parent abuses the right to check a child out of school, such abuse can result in the loss of the right to check a child out of school, following notice and a hearing on the issue.

(this is the end of Exhibit "A")

THIS IS THE END OF THE DECREE OF DIVORCE

THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT TOP OF THIS DOCUMENT WHEN SIGNED AND ENTERED BY THE COURT

Approved:

/s/ Laja K. Thompson*
Laja K. Thompson,
Attorney for Petitioner

*signed electronically by counsel for the Respondent, with permission