

The Order of the Court is stated below:

Dated: February 14, 2023 /s/ **THOMAS LOW**
01:16:14 PM District Court Judge



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**FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH
137 N. Freedom Blvd. Provo UT 84606**

In the Matter of the Marriage of:
ALEXZANDRA P. CARLSON,
Petitioner,
vs.
ALEC B. CARLSON,
Respondent.

**DECREE OF DIVORCE
AND JUDGMENT**

Case No.: 234400056 DA
Judge: LOW
Commissioner: ITO

This matter comes before the court for a final entry of the Decree of Divorce. 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:

That the parties are hereby awarded a Decree of Divorce, such to become final upon signature and entry herein.

1. **Jurisdiction.** Petitioner has been actual and bona fide resident of Utah County for at least three months immediately prior to the filing of the Complaint for Divorce in this action.

2. The parties to this action are spouses, having been married on 08/16/2014 in the city of South Jordan, county of Salt Lake, state of Utah. The parties separated on or about 09/25/2022 and have not lived together since that time.

3. Grounds. Irreconcilable differences have arisen between the parties that have made continuation of the marriage impossible and the marriage no longer viable.

4. Children. The parties have one minor child who is issue of the marriage, namely C.M.C., born 03/13/2018.

5. Upon information and belief, Petitioner states that no proceeding involving the custody of the child of the parties has been filed or is pending in the juvenile court in any other jurisdiction or State.

6. Custody. The parties shall be awarded joint legal and physical custody of the minor child. Each party shall be entitled to 50% of the overnights with the minor child.

7. Parenting Plan. The parties shall abide by the advisory guidelines in U.C.A. §30-3-33, except where it conflicts with these additional provisions:

ii. During the school year, the parties will exercise parent-time on a week-on/week-off schedule, with the receiving party picking up directly from daycare or school on Mondays.

iii. During the summer, when Father is not scheduled to work, Father will have extended parent-time with the minor child and Mother will have every weekend with the minor child.

- iv. During the baseball season, when Father is less available, Mother will have extended parent-time with the minor child and Father will have every weekend with the minor child.
- v. The parties shall exercise holiday parent-time as they can agree, and if the parties cannot agree, they shall follow Utah Code §30-3-35 with Respondent designated as the non-custodial parent for purposes of holiday time only.
- vi. Each parent will be responsible for any day-to-day decisions and medical emergency decisions, which need to be made while the child is in their care. In the event of a medical emergency, the parties agree to contact the other parent as soon as practical after providing for the care of the child.
- vii. Any parental duties or rights not specifically addressed in this plan shall be discussed and mutually decided by both parents.
- viii. The receiving parent will be responsible for transportation for the minor child to begin his or her parent-time, unless the parties agree otherwise.
- ix. The parties will communicate effectively if they are going to be late for pick-up or drop-off.
- x. The parties shall communicate civilly concerning child-related issues and concerns as needed and shall inform the other parent of any events, activities, speaking assignments, performances, etc. in which the children are participating.
- xi. The parties shall keep the other informed of his or her current contact information, including residential address, email address, and primary phone number.

xii. At all times while traveling with the minor child, the traveling party shall notify the other party of his or her itinerary and contact information (phone numbers and address destinations) for emergency purposes.

8. Divorce Education. Each party shall attend the mandatory divorce education and divorce orientation classes for divorcing parents, as required by law.

9. Child Support. The Petitioner is employed and earns or has the ability to earn approximately \$4,300.00 per month. The Respondent is employed and earns or has the ability to earn at least \$4,300.00 per month. Based on the incomes of the parties and the Utah child support obligation worksheet, both parties' base child support amount is \$0.00 per month in accordance with the Uniform Civil Liability Support Act, §78B-12-101, U.C.A. Child support shall continue until the child attains the age of eighteen (18) years or graduates from high school in the child's normal and expected year of graduation, whichever last occurs.

10. Alimony. Neither party shall be awarded alimony.

11. Medical Expenses. In accordance with U.C.A. 78B-12-212, insurance for the medical and dental expenses of the minor child shall be provided by the party who can obtain the best coverage, if it's available at a reasonable cost. The parties shall provide health care coverage for the medical expenses of their minor children as defined in 78B-12-102.

12. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the 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.

13. If both parties provide private insurance for the child at the same time neither party shall reimburse the other party for the monthly premium actually paid.

14. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments that are incurred for the dependent child and actually paid by the parents.

15. The parent(s) who has obtained insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date s/he first knew or shall have known of the change.

16. The 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. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

17. School and Extra Curricular Expenses. Both parties shall evenly divide school expenses for books and tuition and all agreed upon extracurricular expenses incurred for the minor child.

18. Childcare Expenses. In accordance to U.C.A. §78B-12-214, each parent shall equally share the reasonable work-related childcare expenses for the minor child. If an actual expense for childcare is incurred, a parent shall begin paying her share on a monthly basis

immediately upon presentation of proof of the childcare expense. Whenever possible, the parties shall utilize free child care options prior to incurring childcare expenses.

19. Taxes. The parties shall share claiming the minor child as a dependency exemption for purposes of filing federal and state tax returns as follows:

20. The Petitioner shall be entitled to claim C.M.C. on her taxes in even years.

Respondent shall be entitled to claim C.M.C. on his taxes on odd years.

21. Personal Property. Prior to and during the course of their marriage, the parties have acquired certain personal effects or belongings. Personal effects shall be divided as the parties agree.

22. Vehicles. Prior to and during the course of their marriage, the parties have acquired certain vehicles. Petitioner shall be awarded the 2018 Hyundai Santa Fe and Respondent shall be awarded the Hyundai Elantra. Each party shall be responsible for the payments, maintenance, upkeep and insurance on his or her own vehicle.

23. Real Property. During the course of the marriage, the parties have acquired real property located at 358 N. 2810 E., Spanish Fork, UT 84660.

a. Respondent will be awarded the use of the home and will be responsible for the mortgage, tax, insurance, and other associated payments.

b. Respondent must refinance the home and buy out Petitioner's equity within 2 years of the issuance of the decree of divorce.

c. The refinance amount will be based on an appraisal, a comparative market analysis or an agreed-upon fair market value.

- d. Petitioner's equity will be equal to $\frac{1}{2}$ of the value of the home minus the amount owed on the home.
- e. Respondent will be responsible for all upkeep and maintenance on the home.

24. Debts and Obligations. During the course of the marriage, the parties have acquired certain debts and obligations that the court needs to divide.

- a. Each party shall be responsible for his or her own student loan debt.
- b. The parties have acquired a home mortgage through Security National. The home has approximately \$380,000 owing and is worth approximately \$500,000. Respondent will be responsible for all mortgage payments, upkeep, taxes, and other expenses associated with the home.
- c. Petitioner will be responsible for the car payment on her vehicle.

25. All other debts are the responsibility of the person incurring the debt.

26. Petitioner shall be responsible for any debt she incurred since the date the parties separated. Respondent shall be responsible for any debt he incurred since the date the parties separated.

27. Both parties shall be authorized to provide notice to each creditor of the parties following the entry of the Decree of Divorce for the collection of debts between the parties.

28. Retirement. Each party shall keep his or her own retirement account. Petitioner shall be awarded the CD at Nebo Credit Union.

29. Name Change. If Petitioner chooses, she shall be restored the use of her maiden name Alexzandra Paige Eyres.

30. Attorney Fees. Each party shall be responsible for one half of the attorney fees and costs in this matter (\$550 each).

***Order becomes effective on the date when electronically signed
by the Court on the first page.***

CERTIFICATE OF DELIVERY

On this 10th day of February, 2023, I e-filed/e-mailed/mailed a true and correct copy of the following: **Decree of Divorce** to:

Alec B. Carlson
Email: abcarlson3@gmail.com

/s/ Matthew Brimley _____