

Cynthia Marie Evans
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West Valley City, UT 84128
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cynthiaevans4@gmail.com

I am the Petitioner

Online Court Assistance Program

Check your email. You will receive information and documents at this email address.

In the District Court of Utah
Third Judicial District, Salt Lake County
West Jordan - Third District Court, 8080 S. Redwood Road, Suite 1701, West Jordan,
UT 84088

In the Matter of the Marriage of
Cynthia Marie Evans
and
Mark Thomas Evans
Office of Recovery Services Dept. of
Human Services, State of Utah
Intervenor

Divorce Decree and Judgment
Case Number: **234901376**
Judge: **Andrew Stone**
Commissioner: **Michelle Blomquist**

The court decrees:

Divorce

1. **Cynthia Marie Evans** is granted a divorce based on her Affidavit of Jurisdiction and Grounds. The divorce will become final upon entry of the divorce decree.

Children

2. **Cynthia Marie Evans and Mark Thomas Evans** are the legal parents of the following children (Utah Code 78B-15-101 et seq.). This court has jurisdiction to make orders about these children.

a. Emma Nautica Nona Evans	Born 10/22/2013
b. Courtney Cherish Cece Evans	Born 10/09/2010
c. Ethan Ni Evans	Born 07/07/2009

Children - custody

3. The parties are awarded Joint Legal and Joint Physical Custody of their children. The children will live in **Cynthia Marie Evans'** home 145 overnights each year and in **Mark Thomas Evans'** home 220 overnights each year. The court approves the following Parenting Plan.

Parenting Plan parent-time

The parents will follow a custom parent-time schedule.

The children will live with **Mark Thomas Evans** 220 overnights each year and with **Cynthia Marie Evans** 145 overnights each year according to a custom parent-time schedule. **Mark Thomas Evans** will be the "custodial" parent:

Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines and having to bid for shifts. Cynthia and Mark will discuss and agree upon scheduling after each shift change for Cynthia.

Parent-time for special occasions

4. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 30-3-35, 35.1)

Holiday	Holiday Time Period	Years and Parent Granted Holiday	Years and Parent Granted Holiday
Labor Day (Custom)	Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines and having to work many holidays. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be workout between the two of them outside of the divorce decree.		
Columbus Day (Custom)	Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines and having to work many holidays. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be workout between the two of them outside of the divorce decree.		

Fall Break (Custom)	<p>Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be workout between the two of them outside of the divorce decree.</p>
Halloween (Custom)	<p>Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines and having to work many holidays. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be workout between the two of them outside of the divorce decree.</p>
Veterans Day (Custom)	<p>Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines and having to work many holidays. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be workout between the two of them outside of the divorce decree.</p>
Thanksgiving Break (Custom)	<p>Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines and having to work many holidays. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be workout between the two of them outside of the divorce decree.</p>
Winter Break (Custom)	<p>Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be workout between the two of them outside of the divorce decree.</p>
Christmas Eve (Custom)	<p>Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines and having to work many holidays. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be workout between the two of them outside of the divorce decree.</p>
Christmas Day (Custom)	<p>Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines and having to work many holidays. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be workout between the two of them outside of the divorce decree.</p>
New Year's Eve (Custom)	<p>Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines and having to work many holidays. If work arrangements change to a more</p>

	normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be workout between the two of them outside of the divorce decree.		
New Year's Day	Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines and having to work many holidays. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be workout between the two of them outside of the divorce decree.		
Dr. Martin Luther King Jr. Day (Custom)	Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines and having to work many holidays. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be workout between the two of them outside of the divorce decree.		
President's Day (Custom)	Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines and having to work many holidays. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be workout between the two of them outside of the divorce decree.		
Spring Break (Custom)	Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be workout between the two of them outside of the divorce decree.		
Mother's Day Children 5 to 18 years of age (Utah Code 30-3-35 and 30-3-35.1)	(1) Holiday begins Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All Years: Cynthia Marie Evans	All Years: Cynthia Marie Evans
Memorial Day (Custom)	Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines and having to work many holidays. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be workout between the two of them outside of the divorce decree.		
Father's Day Children 5 to 18 years of age (Utah Code 30-3-35 and 30-3-35.1)	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All Years: Mark Thomas Evans is the father	All Years: Mark Thomas Evans is the father

Summer Break (Custom)	Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be workout between the two of them outside of the divorce decree.
Independence Day (Custom)	Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines and having to work many holidays. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be workout between the two of them outside of the divorce decree.
Pioneer Day (Custom)	Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines and having to work many holidays. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be workout between the two of them outside of the divorce decree.
Child's Birthday Custom	Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be workout between the two of them outside of the divorce decree.
Cynthia Marie Evans's Birthday (Custom)	Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be workout between the two of them outside of the divorce decree.
Mark Thomas Evans' Birthday (Custom)	Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be workout between the two of them outside of the divorce decree.
Other Religious Holidays (Custom)	Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines and having to work many holidays. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule.
Other Civic or School Holiday (Custom)	Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be workout between the two of them outside of the divorce decree.

Other Special Occasion (Custom)	Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be worked out between the two of them outside of the divorce decree.
Other Special Occasion (Custom)	Schedule will be determined by work schedules and will need to be adjusted as needed because of the nature of Cynthia's job at Delta Air Lines. If work arrangements change to a more normal schedule we will re-evaluate and figure out a more regular schedule. Cynthia and Mark are agreed that this scheduling will be done on an as needed basis and will be worked out between the two of them outside of the divorce decree.

Parent-time transfers

5. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Decision-making

6. The following applies to the Parenting Plan:

- Each parent will make day-to-day decisions for the children during the time they are caring for the children.
- Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education Plan

7. The school the children will attend is based on a specific plan for where the children will attend school: **Currently and for the foreseeable future Mark and Cynthia live less than 1/4 mile apart and are in the same school area. School is based on both their locations. If one party was to move we will need to re-address this.**

8. Cynthia Marie Evans has authority to check the children out of school.

9. **Mark Thomas Evans** has authority to check the children out of school.
10. Other person with authority to check the children out of school: **Grandparents and Abby Evans**
11. **Cynthia Marie Evans** has access to the children during school.
12. **Mark Thomas Evans** has access to the children during school.

Communication with each other

13. Parents will communicate with each other by any method.

Communication with the children

14. The parents agree they will:
 - provide age-appropriate help to the children to communicate with the other parent.
 - give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

Parents and children may communicate with each other whenever the children choose.

By any method

Records and information sharing

15. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

16. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others. If the children will be travelling for more than 3 days, the parent arranging the travel will notify the other parent at least 1 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 1 days in advance. In case of emergency, the parent will provide as much notice as possible.

Relocation of a parent (Utah Code 30-3-37)

17. Other terms about relocating: **If either parent moves more than 75 miles from their current residence the plan needs to be re-evaluated and agreed upon.**

18. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the parent who moved.

If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Changing the plan

19. This plan remains in effect until changed. A change must be agreed to by both parents and in the following manner:

- Major or permanent changes must be in writing, but minor or temporary changes can be made orally.

Resolving disputes

20. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court: **Mediation**

Additional parenting responsibilities, expectations or commitments

21. No additional provisions

Military service by a parent (Utah Code 78B-20-4)

22. Neither parent is a servicemember.

23. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

Income: Cynthia Marie Evans (Utah Code 78B-12-203)

24. Cynthia Marie Evans' gross monthly income for child support purposes is **\$1,814.00**. Her base child support amount using the joint custody calculation is **\$0.00** per month. She receives the following gross monthly income:

- a. **Cynthia Marie Evans** is employed at **Delta Air Lines**. She earns **\$1,813.50** gross (pre-tax) monthly income working a 40-hour a week job or less.
- b. **Cynthia Marie Evans** receives **\$425.00** per month in public benefits from a housing subsidy program, the Job Training Partnership Act, Supplemental Security Income, Social Security Disability Insurance, Medicaid, SNAP, General Assistance, or other similar means-tested welfare benefits. This income does not count for child support purposes. (Utah Code 78B-12-203(3)).

Income: Mark Thomas Evans

25. Mark Thomas Evans' gross monthly income for child support purposes is **\$12,458.00**. His base child support amount using the joint custody calculation is **\$119.00** per month. He receives the following gross monthly income:

- a. **Mark Thomas Evans** is employed at **The Church of Jesus Christ of Latter Day Saints**. He earns **\$12,458.33** gross (pre-tax) monthly income working a 40-hour a week job or less.

Child support (Utah Code 78B-12-202 et seq.)

26. It is in the best interest of the children that neither party pay child support. This deviates from the Utah Uniform Child Support Guidelines.

27. Child support will be paid as follows:

Neither Mark or Cynthia will have any responsibility for making child support payment to each other so no payment schedule is required.

28. The issue of past-due child support may be decided by future court or administrative action.

29. The parties must notify each other of any change in their income as follows:

No notification of change in monthly income is required to be shared with each other.

Dependent children for tax purposes

30. **Mark Thomas Evans** may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. **Cynthia Marie Evans** may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

Child health care (Utah Code 78B-12-212)

31. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 78B-12-102(13).

Mark Thomas Evans must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Mark Thomas Evans's** insurance will be primary coverage.
- **Cynthia Marie Evans's** insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Mark Thomas Evans spouse's** insurance will be primary coverage.
- **Cynthia Marie Evans spouse's** insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

- d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.
- e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.
- f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.
- g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.
- h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Public assistance statement – Office of Recovery Services (ORS)
(Utah Code 78B-12-113)

32. **Cynthia Marie Evans** has received or is receiving public benefits from a housing subsidy program, the Job Training Partnership Act, Supplemental Security Income, Social Security Disability Insurance, Medicaid, SNAP, General Assistance, or other similar means-tested welfare benefits. This income does not count for child support purposes. (Utah Code 78B-12-203(3))

Personal property (Utah Code 30-3-5)

33. All personal property not addressed in the divorce should be divided as the parties have already divided it.

34. The following vehicles will be divided as indicated:

a. **Cynthia Marie Evans** will receive the following vehicles:

i. Make: **Hyundai**, Model: **Kona EV**, Year: **2023**, VIN: **Unknown**

Estimated current value: **\$35,000.00**

Owner (before divorce): **Mark Thomas Evans**

Lien 1

This vehicle is security for the following loan

Lender: **Hyundai Finance**

Address: **P.O. Box 650805**

Dallas, TX 75265-0805

Amount Owed: **\$21,912.34**

Monthly Payment: **\$371.82**

Mark Thomas Evans will pay: **The entire debt.**

Person to provide creditor divorce decree: **Mark Thomas Evans**

b. **Mark Thomas Evans** will receive the following vehicles:

i. Make: **Hyundai**, Model: **Kona EV**, Year: **2023**, VIN: **Unknown**

Estimated current value: **\$35,000.00**

Owner (before divorce): **Mark Thomas Evans**

Lien 1

This vehicle is security for the following loan

Lender: **Mark Thomas Evans**

Address: **6735 Hunter Dell Place**

West Valley City, UT 84128

Amount Owed: **\$30,066.07**

Monthly Payment: **\$598.08**

Mark Thomas Evans will pay: **The entire debt.**

Person to provide creditor divorce decree: **Mark Thomas Evans**

c. The following vehicles will be divided as described.

i. Make: **Unknown**, Model: **Volt**, Year: **2018**, VIN: **Unknown**

Estimated current value: **\$12,000.00**

Owner (before divorce): **Cynthia Marie Evans**

Mark Thomas Evans

Ownership and use of this vehicle after the divorce will be as follows:

This car is being gifted to our oldest daughter

35. Bank and credit union accounts are divided as follows:

a. Account number: **9709**

Name of Institution: **America First Credit Union**

Address: **Unknown**

Unknown

Account Balance: **\$3,000.00**

**Names on Account: Cynthia Marie Evans
Mark Thomas Evans
Divide as follows: Don't divide.**

Debts

36. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Other debt

a. **Debt owed to: Rawlin Evans**

Street: Unknown

City, State, Zip: Unknown

Description of debt: Half Ownership in Investment Property

Amount owed on debt: \$150,000.00

The debt will be paid as follows: This "debt" is the 1/2 ownership of the property at 3439 Crichton Cove. Mark will retain ownership if the investment property and is required to pay Rawlin 1/2 the value when the property is sold.

Person to provide creditor divorce decree: Mark Thomas Evans

Real property

37. The parties acquired the following real property during the marriage:

a. **Primary Home:**

- i. **Address: 6735 Hunter Dell Place, West Valley City, UT 84128;**
- ii. **Tax Identification Number: 14-27-452-035-0000;**
- iii. **Legal description: Lot 204, Hunter Village Phase 1, Plat 2, according to the plat therof as recorded in the office of the Salt Lake County Recorder.**
- iv. **Mortgage information and payments:**

This mortgage is: First Mortgage

Lender: Provident Funding

Address: 1235 N Dutton Ave e, Santa Rosa, CA 95401

Amount Owed: \$250,000.00

Monthly Payment: \$2,100

Mark Thomas Evans will pay this mortgage after the divorce.

Mark Thomas Evans will provide a copy of the divorce decree to the lender.

This mortgage is: **Second Mortgage**

Lender: **AFCU**

Address: **PO Box 9199, Ogden, UT 84409**

Amount Owed: **\$75,000.00**

Monthly Payment: **\$890**

Mark Thomas Evans will pay this mortgage after the divorce.

Mark Thomas Evans will provide a copy of the divorce decree to the lender.

b. **Mark Thomas Evans** will receive sole ownership of this property.

38. The parties acquired the following real property during the marriage:

a. **Investment Property:**

- i. Address: **3439 Crichton Cove, West Valley City, UT 84128;**
- ii. Tax Identification Number: **14-27-377-100-0000;**
- iii. Legal description: **Building No. 222, Unit No. C, contained within the Towns at Hunter Village, Phase 10, a Condominium Project, as the same is identified in the Record of Survey Map recorded in the Office of the Salt Lake County Recorder, as Entry No. 8660557, in Book 2003P, at Page 130, and in the Declaration of Covenants, Conditions and Restrictions and Bylaws of the Towns at Hunter Village, a Condominium Project, recorded December 14, 2001 in Book 8541 at Page 2676, as Entry No. 8091485; recorded December 14, 2001 in Book 8541 at Page 2729, as Entry No. 8091487; recorded December 14, 2001 in Book 8541 at Page 2738, as Entry No. 8091489; recorded December 14, 2001 in Book 8541 at Page 2747, as Entry No. 8091491; recorded December 14, 2001 in Book 8541 at Page 2755, as Entry No. 8091493; recorded December 14, 2001 in Book 8541 at Page 2765, as Entry No. 8091495 in the Office of the Salt Lake County Recorder, and any subsequent Amendments thereto. Together with: (a) The undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit (the referenced Declaration providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates), (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The nonexclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be**

Amended or Supplemented) and the Utah Condominium Ownership Act..

b. Mark Thomas Evans will receive sole ownership of this property.

39. The parties acquired the following real property during the marriage:

a. Cabin:

- i. Address: **46227 W 7500 S, Fruitland , UT 84027;**
- ii. Tax Identification Number: **00-0021-2948;**
- iii. Legal description: **LOT 48, VALLE DE LOS PADRES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DUCHESNE COUNTY RECORDER.** Tax ID No. (for reference purposes only): **00-0021-2948** Purported Address (for reference purposes only): **46227 WEST 7500 SOUTH, FRUITLAND, UT 84027.**

b. This property will be divided as follows:

This property shall be listed for sell by May 15th 2023. The realtor will be selected by both Cynthia and Mark. The property will initially be listed at market value as determined by the realtor. If no offers are received within 45 days, Cynthia and Mark will consult with the realtor and agree upon a new listing price. Mark will be required to pay all expenses (utilities, HOA, taxes..) on the property until it is sold. He is required to keep detailed records of all expenses and can recoup these cost at the sale of the property. He will also be require to claim any capital gains on his taxes. He can also recoup the estimated capital gains at a rate of 15%.

The payout will be as follows:

Net Sales Price minus expenses paid by Mark minus estimated Capital Gains ((Net Sales Price - 250,000)*.15) = Total Proceeds to Split.

Cynthia will receive 1/2 Total Proceeds to split.

Mark will receive 1/2 Total Proceeds to split plus expenses paid plus estimated capital gains.

At any time during the sale, either party can buy out the other party at the following price.

(Current list price X (times) .90) Divided by 2. IE 300,000 *.90 = 270,000/2 = \$135,000.

If Cynthia buys out Mark, she is also required to pay all expenses accrued by Mark up until the date of sale.

If one party buys out the other, the property will be quitclaim deed

from Joint tenants to the buying party within 5 days of the transfer of money

40. The parties acquired the following real property during the marriage:

a. **Cindy Primary Residence:**

- i. Address: **3479 S Ashby View Cove, West Valley City, UT 84128;**
- ii. Tax Identification Number: **14273770610000;**
- iii. Legal description: **Building No. 110, Unit S, as contained within the TOWNS AT HUNTER VILLAGE, PHASE 7, a Utah Condominium Project, as the same is identified in the Record of Survey map recorded in the Salt Lake County Recorder's Office as Entry No. 8091494 (as said Survey Map may have been amended or supplemented), and in the Declaration of Covenants, Conditions and Restrictions for said project, recorded December 14, 2001, as Entry No. 8091485, in Book 8541, at Page 2676, of Official Records, (as said Declaration may heretofore been amended or supplemented). Together with the appurtenant undivided interest is said project's common areas as established in said Declaration and allowing for periodic alterations both in the magnitude of said undivided interest and in the composition of the common areas and facilities to which said interest relates. APN: 14-27-377-061-0000.**
- iv. Mortgage information and payments:

This mortgage is: **First Mortgage**

Lender: **United First Mortgage**

Address: **7351 South Union Park Ave, Ste 225 Midvale, UT 84047**

Amount Owed: **\$292,000.00**

Monthly Payment: **\$2,000**

Cynthia Marie Evans will pay this mortgage after the divorce.

Cynthia Marie Evans will provide a copy of the divorce decree to the lender.

b. **Cynthia Marie Evans will receive sole ownership of this property.**

Alimony

41. Neither party will pay alimony.

Retirement money – retirement accounts

42. The parties have retirement money. The owner of the retirement money (Plan Participant) must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

In the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a. **Company: Fidelity**

- i. Account Type: **Unknown**
- ii. Street: **Unknown**
City, State, Zip: **Unknown**
- iii. Plan Administrator **Unknown**
- iv. Account Number **Unknown**
- v. This plan is in the name of **Cynthia Marie Evans**
- vi. Plan Value: **\$75,000.00**
- vii. The entire account is awarded to **Cynthia Marie Evans**.

b. **Company: Unknown**

- i. Account Type: **Unknown**
- ii. Street: **Unknown**
City, State, Zip: **Unknown**
- iii. Plan Administrator **Unknown**
- iv. Account Number **Unknown**
- v. This plan is in the name of **Mark Thomas Evans**
- vi. Plan Value: **\$280,000.00**
- vii. The entire account is awarded to **Mark Thomas Evans**.

c. **Company: Fidelity Investments**

- i. Account Type: **ROLLOVER IRA**
- ii. Street: **PO Box 770001**
City, State, Zip: **Cincinnati, OH 45277-0002**
- iii. Plan Administrator **Unknown**
- iv. Account Number **1973**
- v. This plan is in the name of **Mark Thomas Evans**
- vi. Plan Value: **\$163,000.00**
- vii. The entire account is awarded to **Cynthia Marie Evans**.

viii. Respondent will prepare the Qualified Domestic Relations Order (QDRO) for this plan within 90 days after the divorce decree is entered.

Additional provisions

43. The parties will adhere to the following additional provisions:

a. Cynthia's monthly payment from the state of Utah, as a result of adopting two children from Utah Foster Care (currently \$425 monthly) will be deposited into a shared account each month. In addition, Mark will deposit 1.5 times this amount (currently \$637.50 - \$425X1.5) into this shared account each month. Deposits will be made by the 5th of each month.

These funds will be used to pay for medical, dental, extracurricular activities, and other expenses for the children. Both Cynthia and Mark will have access to this account but may only be used for the direct children expenses. Each January (by 31st), Cynthia and Mark will review the account transaction and remaining balance together and determine if funds should be withdrawn and split evenly between the two. Marks contribution will change only if when the monthly state contribution changes and always at a rate of 1.5 times the amount deposited from the state.

b. Mark will be responsible to pay Cynthia \$155,000. He is required to pay a minimum \$1,500.00 to Cynthia by the 5th of each month, until he has repaid the full \$155,000.00. This is not child support or alimony. It is to repay for equity in current properties owned, that neither party wants to liquidate at this time. This amount must be paid regardless of any change in circumstances for Mark or Cynthia including salary changes or marriage. Mark is required to pay the entirety of HIS proceeds from the sale of the cabin (if sold to a third party) UP TO the total amount remaining \$155,000 owned to Cynthia. Example: If Mark has paid Cynthia \$10,000 at the time the cabin sales, and HIS proceeds from the cabin are \$145,000, Cynthia will receive the \$145,000 of Marks proceeds to pay the remaining \$145,000 he owes. If his proceeds were \$150,000, then \$145,000 would go to Cynthia and Mark would get the remaining \$5000. These payments will be made outside of the court system, and Mark will be required to keep detailed documents of each payment to Cynthia.

Duty to sign documents

44. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

DATED April 19, 2023



District Court Judge

DATED _____

District Court Commissioner

Approved as to form.

Date

Signature _____

Intervenor

Mark Thomas Evans

Mark Thomas Evans

Approved as to Form



Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree and Judgment on the following people.

Person's Name	Service Method	Service Address	Service Date
Mark Thomas Evans Respondent	Email	sodapopevans@gmail.com	03/23/2023
Office of the Attorney General – Child & Family Support	Email	515 East 100 South, 8th Floor Salt Lake City, UT 84110-1980	03/23/2023

03/23/2023

Sign here

Cynthia Marie Evans

Date

Cynthia Marie Evans