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IN AND FOR THE SECOND JUDICIAL DISTRICT COURT, STATE OF UTAH
IN AND FOR DAVIS COUNTY, FARMINGTON DEPARTMENT

In the Matter of the Marriage of:

CHERI LYN BENDT,

and

JEREMY BENDT.

DECREE OF DIVORCE

CIVIL NO. 244700554

JUDGE RITA CORNISH

COMMISSIONER CHRISTINA WILSON

COMES NOW, Cheri Lyn Bendt (hereafter "Mother") having filed a *Petition for Divorce*, against Jeremy Bendt (hereafter "Father"), and the parties having reach a full and final agreement that was signed by the parties on April 1, 2024, resolving all issues, and the Court accepting the same, and entering in its written Findings of Fact and Conclusions of Law, it is hereby ordered as follows:

1. The parties are awarded a Divorce as of the date of the judge's signature to this document based upon difficulties that prevent the parties from continuing a viable marriage relationship.
2. The parties have four minor children of this marriage, namely: BB, born November 2010; KB, born July 2013; CB, born October 2017 and DB, born October 2017. No other children are expected.

PARENTING PLAN

3. Legal Custody: It is in the best interests of the parties' minor children that the parties be awarded joint legal custody of the minor children.

4. Each parent shall make the day-to-day decisions concerning the minor children while he/she is in the care of such parent. All other decisions concerning the minor children shall be discussed and agreed upon by both parents.

5. The parties agree that they shall cooperate and work together for the best interests of the children in making joint decisions regarding the children. The parties agree to inform each other when issues arise regarding the children and will do so within a reasonable period of time, prior to making significant legal-custody decisions. Both parties shall be afforded the opportunity to gather and exchange information that would be helpful in making a decision and present that information to the other party. The parties agree to then work together to make a decision within a reasonably short period of time, relative to the timeline presented by the urgency of the issue.

6. If the parties are unable to reach an agreement on issues related to the children under the terms above Mother shall make the final decision, with Father having the ability to take the issue to court if he believes it violates the best interest of the minor children.

7. Each party agrees that they have the right to treat the children for emergency medical needs. Each party shall have absolute and complete access to all educational and medical records of the children. The parties agree that each party shall be listed as a parent for the purposes of school contact or medical care provider contact. Each party shall reasonably provide the other with contact information regarding schools or other educational programs, teachers, leaders of religious training, coaches or leaders of extra-curricular activities and other contact information

that allows the other parent to participate in the children's lives. Both parents agree to provide notice to the other parent of issues relating to any illness, accident or other circumstance that affects the children's health and welfare, as soon as reasonably possible. Both parties shall have open access to contact the necessary persons or entities so that the party will be notified of significant activities of the children, whether related to education, sports, arts, extra-curricular activities, church or other activities or events in which the children participate, so that both parents may attend or participate.

8. The parties shall adopt the provisions found in UCA §30-3-33 as part of this parenting plan.

9. Physical Custody. It is in the best interest of the minor children that Mother be awarded sole physical custody of the children subject to Father's parent-time as defined by UCA §30-3-35, including holiday and summer parent-time.

10. Telephone, Mail, & Email Contact: Both parties shall be entitled to daily, reasonable, uninterrupted, and unmonitored/uncensored telephone, videophone, skype, mail and e-mail contact with the minor children at reasonable hours and for reasonable duration(s) (which shall be based upon each child's abilities, interests, schedules, and willingness to participate) while the other party is exercising parent-time with the children.

11. Relocation: If either party moves to a location that is more than one hundred and fifty (150) miles from the other, the parties shall follow all the provisions required by U.C.A. §30- 3-37.

Mutual Restraining Orders: Both parties shall be prohibited from doing or saying anything to the detriment, harm, or injury of the other party. This includes, but is not limited to, speaking derogatorily about the other parent in the presence of any child; speaking to any child about the issues in this case; attempting to influence any child's preference regarding custody or visitation; or attempting to diminish the love and affection of the child for the other parent.

12. Both parties shall also be mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence or abuse against the other party.

13. All contact and communication between the parties should be via email or text, except for medical emergencies, which may be communicated via telephone immediately. Both parties shall communicate with each other in a civil manner at all times.

14. Both parties shall be mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from committing such violations, or shall remove the child from such circumstances.

CHILD SUPPORT AND EXPENSES

15. Father owns his own business. His gross monthly income should be set at \$26,560.75, which is an average of what was spent through the parties' personal bank account over the last year. Mother's gross monthly income is zero as she has been a stay-at-home mother throughout the marriage.

16. Child support should be ordered pursuant to Utah Child Support Act, U.C.A. §78B12-101, et seq. Pursuant to the attached Child Support Worksheet, Father should pay Mother \$4,423.00 per month, commencing April 2024 and should be payable half on the 5th and half on the 20th of each month.

17. Child support shall commence April 2024 and shall be payable half on the 5th and half on the 20th of each month.

18. Child support for the child shall continue until the month that child becomes 18 years of age, or until the month of that child's normal and expected date of graduation from high school, whichever occurs later, or that child otherwise meets the provisions of U.C.A. §78B-12- 219.

19. Pursuant to U.C.A. §78B-12-210(8), the parties have a right to adjust the base child support order by motion after three years from entry of this agreement if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah Child Support Guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

20. Pursuant to U.C.A. §78B-12-210(8) and (9), the parties have a right to modify the base child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature.

21. Medical and Insurance Costs: The parties shall be responsible for providing health insurance for the benefit of the minor children if available from their employment at a reasonable cost. If one parent is covering the minor children, each party shall pay one-half of the out-of-pocket cost of the medical and dental insurance premium actually paid for the minor children's

portion of the medical and dental insurance as provided in U.C.A. §78B-12-212. If both parents are covering the children they shall each pay their own premium costs.

22. Pursuant to U.C.A. §78B-12-212(5), at any time when the parties are sharing the cost of the health insurance premium, the minor children's portion of the premium is a per capita share 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 coverage.

23. Both parents shall share equally in all uninsured routine medical and dental expenses [including but not limited to one-half of expenses for surgery, orthodontic care, psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma] as well as other reasonable and necessary uninsured medical and dental expenses of the minor children, in accordance with Utah Code Annotated §78B-12-212.

24. Both parties shall ensure that in-network providers that are covered by the insurance coverage are used for the children. If a parent uses an out of network provider they shall get the permission of the other parent first or they shall be solely responsible for any costs.

25. The party incurring a healthcare expense on behalf of the minor children shall provide written verification of the cost and payment to the other party within thirty (30) days of the payment.

26. The other party shall have thirty (30) days from receiving written verification to reimburse the party who incurred the expense.

27. 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 provide the above verification within the thirty-day time period.

28. Pursuant to Utah Code Annotated §§15-4-6.7, 30-2-5, and 30-3-5(1)(c) (1953 as amended), when a court order has been entered providing for payment of medical expenses of a minor child pursuant to Utah Code Annotated §§30-3-5, 30-4-3, or 78-45-7.15 (1953 as amended) or an administrative order under §62A-22-326, a creditor who has been provided with a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of medical and dental expenses required to be paid by the parent under the order.

29. Therefore, each party shall:

- a. Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child;
- b. Notify the particular creditor of that party's current address;
- c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under §70C-7-107 or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14 Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

30. The parties shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses.

31. The parent who maintains health insurance shall provide verification of coverage to the other parent, upon initial enrollment of the minor child, and thereafter on or before January 2nd of each calendar year.

32. The parent who maintains insurance shall provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change.

33. Pursuant to U.C.A. §78B-12-212(1b), if at any time a minor child is covered by both parents' health, hospital, or dental insurance plans Petitioner's health, hospital, or dental insurance plan shall be considered the primary insurance coverage and Respondent's health, hospital, or dental insurance plan shall be considered secondary insurance coverage.

34. Childcare: The parties shall be ordered to pay one-half of any and all reasonable, work-related daycare expenses provided by a daycare provider incurred for the minor children as provided in U.C.A. §78B-12-214.

35. Additional Child Costs: The parties shall split the costs of extracurricular activities for the children so long as both parents agree to the activity in writing. The parties shall equally divide the children's school costs including, registration, school lunches, and fees. The parties shall also work together to cover any additional agreed-upon cost for the children (this may include, if the parties agree, phones, car insurance, vehicles, etc.)

36. Taxes: The parties shall alternate the tax exemption for the minor children, with each claiming an equal amount when there are an even number of children that can be claimed. When there is an odd number of children that can be claimed Mother shall claim the extra child first, then Father, and the parties shall continue to alternate claiming in this way every year there is an odd number of children.

ALIMONY

37. Spousal Support. Mother is in need of financial support and Father has the ability to provide said support. Accordingly, Father shall pay Mother \$2,077 per month in alimony for the length of the marriage.

ASSETS AND DEBTS

38. Real Property: During the course of the marriage, the parties acquired certain real property located at 796 S Rock Creek Cor. Layton UT 84041. Mother should be awarded this property free and clear from any claim from Father. Father agrees to assume responsibility for the payment of the mortgage and HELOC associated with the marital home, awarded to Mother, in lieu of paying additional alimony and in consideration of Father being awarded all his business interests as noted below.

a. Utilities: Additionally, Father agrees to cover all utility expenses associated with the marital home, including but not limited to, water, electricity, gas, any city bills (garbage, water, etc.), internet services, and property taxes. This responsibility shall cease upon the youngest child turning 18 years old, or graduating from high school, whichever occurs later.

b. Temporary Use of Outside of Marital Home. Father shall be allowed use of the outside of the marital home for business purposes until he is able to secure a different location for the same.

39. Personal Property: All personal property shall be awarded to the party who currently has possession of the same, except that Father shall be awarded the following items from the marital home: All equipment and tools for the business, All his guns, golfing items and his other personal items, Side-by-side, along with the debt, Hunting mounts, Hunting and fishing equipment.

40. Mother shall be awarded the Chrysler Pacifica, free and clear from any claim from Father and Father shall be fully responsible for the debt on the same until it is paid in full as noted under paragraph 54 below.

41. The parties shall make available to each other for copying (the expense of which shall be equitably divided), all family pictures, videos, and other family memorabilia in his/her respective possession, the originals copies of which shall be promptly returned to the party presently in possession thereof.

42. Accounts: The parties shall set up their own bank accounts, which shall be awarded to the party whose name is associated with it. The parties joint account shall be awarded to Father and Mother's name shall be removed as soon as possible.

43. Businesses: Father owns his own business, named Cutting Edge Trees. This business, along with all assets and debts from the same shall be awarded to Father free and clear of any claim from Mother and Father shall hold Mother harmless from the same.

44. Upon information and belief, Father owns an interest, or recently sold his interest in a landscaping business, Grassmasters. This business, along with all assets and debts from the same shall be awarded to Father free and clear of any claim from Mother and Father shall hold Mother harmless from the same.

45. Debts: The parties acquired debt during the marriage. Father shall be responsible for all marital debt, including the debt on the Chrysler Pacific awarded to Mother, free and clear from any claim by Father. Any jointly-titled credit card or other credit accounts shall be closed and re-opened in either party's respective individual name.

46. Each party shall assume responsibility for the debts they have personally accrued or been ordered to pay herein, with the responsible party holding the other harmless for any and all liability thereon.

47. Each party shall be responsible for any debt individually incurred after the parties separation. If there exists any other marital debts that are not known at this time, those debts shall be paid by the party who incurred such debt or split equally if incurred jointly.

48. Neither party shall incur further debt in the other's name.

49. Pursuant to UTAH CODE ANN. §30-3-5(c)(ii), the parties should notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the

parties' separate, current addresses, and should refinance any debt that is in the other party's name into solely his/her own name within 60 days.

50. Retirement: If any retirement accounts were accumulated during the marriage, they should be divided equitably.

MISCELLANEOUS

51. Cooperation: The parties shall cooperate with each other, through counsel or otherwise, to effect change in titles to property agreed to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every other way necessary or proper to ensure that the Decree of Divorce is carried out in every detail.

52. Attorney Fees: Father shall be responsible for both parties' attorney fees in this case.

53. Documents: Each party shall be ordered to sign all necessary documents, deeds, or conveyances as are needed to transfer property, vehicles or other assets as divided by the Decree of Divorce. Each party shall execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

54. Maiden Name: Mother may be restored to her maiden name, if she so desires.

END OF COURT ORDER. SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT

APPROVED AS TO FORM:

/s/Jeremy Bendt*

JEREMY BENDT

Father

Date: 5/6/2024

* Signed by A. Douglas Anderson with permission of Jeremy Bendt

NOTICE PURSUANT TO RULE 7(J)(4) OF THE UTAH RULES OF CIVIL PROCEDURE TO THE RESPONDENT:

Notice is hereby given that pursuant to Rule 7(j)(4) of the Utah Rules of civil Procedure, that the fore going **DECREE OF DIVORCE** shall be the Order of the Court unless you file an

objection in writing within seven (7) days from the date of service of this notice, being served upon Father via email, on the 6th day of May, 2024.

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of May, 2024, I caused a true and correct copy of the foregoing to be served to Father, via email.

/s/ A. Douglas Anderson