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PRIVATE DOCUMENT

Attorney for Kurt Terrill

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

IN THE MATTER OF THE MARRIAGE
OF:

KURT TERRILL,

Petitioner,

HEATHER TERRILL,

Respondent.

DECREE OF DIVORCE

Case No. 254901972
Tier 4

Judge: The Honorable Kara Pettit
Commissioner: Russell Minas

This matter came before the Court on Kurt Terrill's Motion for Entry of the Decree of Divorce. The Motion is supported by the Findings of Fact and Conclusions of Law. The court having made and entered its Findings of Fact and Conclusions of Law and for other good cause appearing therefore, hereby ORDERS, ADJUDGES and DECREES as follows:

1. **JURISDICTION:** Kurt Terrill and Heather Terrill are actual and bona fide residents of Salt Lake County, State of Utah and have been for at least three months immediately prior to the commencement of this action. Thus, jurisdiction is proper pursuant to Utah Code

Ann. §78B-3-307(1)(a).

2. **VENUE**: Venue is also proper with this court pursuant to Utah Code Ann. §78B-3-307(3).

3. **TIER**: This is a tier four case.

4. **MARRIAGE**: Kurt Terrill and Heather Terrill were married on November 8, 2011 in Salt Lake City, Utah and are presently married.

5. **GROUNDS**: During the course of the marriage relationship, the parties have experienced difficulties, which cannot be reconciled, which have prevented the parties from pursuing a viable marriage relationship. Therefore, the court should proceed to grant the parties a Decree of Divorce pursuant to Utah Code Ann. §81-4-405(1)(h).

6. **CHILDREN AND CUSTODY**: The parties are the legal mother and father of the following child under Utah's Uniform Parentage Act, Utah Code Ann. §78B-15-101 *et seq.*: A.T., born March 12, 2012. Pursuant to Rule 4-202.2 of the Utah Code of Judicial Administration the names and birth dates of the minor children are being submitted to the court on the Non-Public Information - Minors form.

Utah has jurisdiction over the custody and parent time issues in this case pursuant to Utah's Uniform Child Custody and Enforcement Act because Utah is the home state of the parties' minor child under Utah Code Ann. §78B-13-102(7) and this case meets the criteria under Utah Code Ann. §78B-13-201(1).

Pursuant to Rule 100 of the Utah Rules of Civil Procedure, the Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code Ann. §78B-13-101 *et seq.* and the Uniform

Interstate Family Support Act, Utah Code Ann. §78B-14-101 *et seq.* the parties state upon information and belief, that there are no proceedings in a court of law or governmental agency for custody, child support, parent time or visitation concerning the parties' minor child which has been filed, or is pending, or has been completed with an Order. The parties are unaware of any criminal or delinquency cases involving a party or the parties' child.

Parties are awarded joint physical and legal custody of the parties' minor child. Kurt Terrill should have the majority of overnights. Pursuant to Utah Code Ann. §81-6-202 Kurt Terrill should pay child support to Heather Terrill for the parties' minor child. Pursuant to Utah Code Ann. §81-6-203 Kurt Terrill's countable gross monthly income is \$6,650.00. Heather Terrill's countable gross monthly income is \$2,600.00. Kurt Terrill should pay child support to Heather Terrill based on a joint custodial obligation worksheet in the amount of \$203.00. Child support should be divided into two payments and paid directly to Heather Terrill on the 5th and 20th of each month.

Each party has a duty to notify the other of any changes in income within 30 days of any income change.

Under Utah Code Ann. §81-6-211 (reduction for extended parent time), the parties have a right to adjust this child support order by motion after three years from the date of its entry: (1)The base child support award is: (a) reduced by 50% for each child for time periods during which the child is with the noncustodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days of extended parent-time; or (b) reduced by 25% for each child for time periods during which the child is with the noncustodial parent by

order of the court or by written agreement of the parties for at least 12 of any 30 consecutive days of extended parent-time. If the child receives TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

Under Utah Code Ann. §81-6-212, the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material change in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the children; (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result 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 must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common by both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

7. **PARENTING PLAN AND PARENT TIME:**

Pursuant to Utah Code Ann. § 81-9-203, the parties agreed to the following Parenting

Plan:

- The objectives of a Parenting Plan.
 - provide for the child's physical care and emotional stability;

- o provide for the child's changing needs in a way that minimizes the need to change the parenting plan;
- o minimize the child's exposure to conflict between the parents;
- o state the authority and responsibilities of each parent to the child;
- o encourage the parents to meet their responsibilities to their child through agreement rather than judicial decision; and
- o protect the best interests of the child.

1. **Parent time.** The parent-time schedule shall be as follows: Kurt shall have the minor child on Monday and Tuesday, Heather shall have the minor child on Wednesday and Thursday, then Kurt shall have the minor child on Friday, Saturday, and Sunday. The next week the parties shall alternate the parent time with Heather having the minor child on Monday and Tuesday, Kurt shall have the minor child on Wednesday and Thursday, and then Heather shall have the minor child on Friday, Saturday, and Sunday.

2. **Parent time for special occasions.**

The parents shall follow the holiday schedule in the statute(s) for special occasions. Kurt Terrill will be the custodial parent for purposes of the holiday parent time.

On school days, holiday parent time starts at the time listed for the holiday.

On days when school is not in session, holiday parent time starts at the time listed for the holiday.

Holidays are subject to Utah Code Ann. §81-9-302 which shall apply as follows:

HOLIDAY	HOLIDAY TIME PERIOD	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Dr. Martin Luther King Jr. Day:	<p>(1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends at 7 p.m. on the day before school resumes.</p>	Odd Years	Even Yeats
President's Day:	<p>(1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday,</p> <p>(2) Holiday ends at 7 p.m. on the day before school resumes.</p>	Even Years	Odd Years
Spring Break:	<p>(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.</p> <p>(2) Holiday ends at 7 p.m. on the day before school resumes.</p>	Odd Years	Even Years
Memorial Day:	<p>(1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends at 7 p.m. on the day before school resumes.</p>	Even Years	Odd Years
Mother's Day:	<p>(1) Holiday begins on Mother's Day at 9 a.m.</p> <p>(2) Holiday ends on Mother's Day at 7 p.m.</p>	Every year if noncustodial parent is the mother or other parent granted the holiday in the order.	Every year if custodial parent is the mother or other parent granted the

			holiday in the order.
Father's Day:	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Every year if noncustodial parent is the father or other parent granted the holiday in the order,	Every year if custodial parent is the father or other parent granted the holiday in the order.
Independence Day:	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5 th at 6 p.m.	Odd Years	Even Years
Pioneer Day:	(1) Holiday begins on July 23 rd at 6 p.m. (2) Holiday ends on July 25 th at 6 p.m.	Even Years	Odd Years
Labor Day:	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m., on the day before school resumes.	Odd Years	Even Years
Columbus	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even Years	Odd Years
Fall Break:	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd Years	Even Years
Halloween:	(1) Holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 a.m. on the same day the holiday begins.	Even Years	Odd Years

Veteran's Day Holiday:	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd Years	Even Years
Thanksgiving Holiday:	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the night before school resumes.	Even Years	Odd Years
Winter Break (First Half):	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27 th at 7 p.m.	Odd Years	Even Years
Winter Break (Second half):	(1) Holiday begins on December 27 th at 7 p.m. (2) Holiday ends at 7 p.m. on the night before school resumes.	Even Years	Odd Years
Day of Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even Years	Odd Years
Day Before or After Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd Years	Even Years

3. **Parent time transfers.**

Pick-up and drop-off (“transfers”) of the child for parent time shall be as follows:

Transfer at the **beginning** of parent time shall be by the parent initiating his or her parent time and transfer at the **end** of parent-time by the parent ending their parent time.

4. **Decision-making**

Each parent shall make day-to-day decisions for the child during the time they are caring for the child.

Either parent may make emergency decisions affecting the health or safety of the child. 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 shall share responsibility for making major decisions about the child. The parents shall work together to make decisions in the best interest of the minor child.

5. Education plan.

Location of school.

Private tuition shall be a shared expense, if the minor child attends private school, tuition shall be shared. Parties shall decide which school the child will attend based on the best interests of the minor child. The parties' already decided that the minor child will attend Judge Memorial Catholic High School.

School access.

The following people have authority to check the child out of school: Kurt Terrill and Heather Terrill.

The following people have access to the child during school: Kurt Terrill and Heather Terrill.

Education decisions – Presumptive Decision Making Authority.

Education decisions shall be made together in the best interest of the minor child.

6. Communication with each other.

Parents shall communicate with each other by any method.

7. Communication with the child.

The parents agree they shall:

- provide age-appropriate help to the child to communicate with the other parent.
- give the child privacy during their communication with the other parent.

The parents will not interfere with or monitor communication between the child and the other parent.

Parents and the child may communicate with each other at any reasonable time.

8. Records and information sharing.

Both parents shall have access to records and the ability to consult with providers regarding education, childcare, and health care.

9. Travel.

During their parent time, the parent may consent for the child to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

If the child will be traveling for more than 3 days, the parent arranging the travel will notify the other parent at least 10 days in advance. That parent will give the other parent the travel schedule, locations, and phone numbers at least 10 days in advance. In case of emergency, the parent will provide as much notice as possible.

10. Military service by a parent.

Neither parent is a servicemember.

11. Childcare.

Kurt Terrill shall provide childcare. If Kurt Terrill cannot provide childcare, then a licensed childcare provider should be selected.

12. Relocation of a parent.

If either parent moves more than 150 miles from the other parent, Utah Code §81-9-209 will apply. The parties shall determine the changes to their Parenting Plan.

13. Changing the plan.

This Plan remains in effect until changed. A change must be agreed to by both of the parties and in the following manner: major or permanent changes must be in writing, but minor or temporary changes can be made orally.

14. Resolving disputes.

If the parents need to resolve a dispute regarding the children, they shall discuss the issues in good faith and try to reach an agreement based on what is best for their child. If the parents are unable to agree, they shall attend mediation before bringing the matter before the court.

8. CHILD CARE EXPENSES: Pursuant to Utah Code Ann. §81-6-209, both parties shall share equally all reasonable work-related childcare expenses.

The party who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other party upon initial engagement of a provider and thereafter upon the request of the other party. The party incurring and/or paying for the childcare expenses shall notify the other party of any change of a childcare provider or the monthly expense

of childcare within 30 calendar days of the date of the change.

The party not directly paying for childcare shall begin paying his or her share of childcare

expenses on a monthly basis immediately upon presentation of proof of the childcare expenses.

A party incurring and/or paying for childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the party incurs and/or paying for the expenses fails to comply with this section.

9. **HEALTH INSURANCE AND EXPENSES:** Pursuant to Utah Code Ann.

§81-6-208, Heather Terrill shall maintain health, hospital or dental insurance on the parties' minor

child. Her insurance shall be primary, his insurance will be secondary. Kurt Terrill shall also provide insurance. If a parent remarries and the minor child are not covered by that parent's health,

hospital or dental insurance plan but is covered by a stepparent's plan, the health, hospital or dental

insurance plan of the stepparent shall be treated as if it is the plan of the remarried parent and shall

retain the same designation as the primary or secondary plan of the minor child.

Parties shall equally share out-of-pocket expenses and co-pays paid by a party for the child's health insurance. The parent that incurred child-related expenses as described in this paragraph should provide copies of all invoices, receipts and proof of payment to the other parent within 30 days of incurring those expenses. The other parent, upon receipt of those written expenses, will then have 30 days to reimburse one-half of those expenses to the other parent. Failure to provide written receipts and copies to the other parent within 30 days shall be deemed

as a waiver to collect one-half of those expenses from the other parent.

In the event of a conflict between the parties relative to insurance coverage, the court should consider the reasonableness of the cost of each plan and the availability of group coverage.

Each party shall share equally the out-of-pocket costs of the premium paid by a party for the minor child's insurance. The child's portion of the premium should be deemed the per capita share of the premium actually paid.

The premium expenses for the minor child should be calculated by dividing the premium amount by the number of persons covered under the policy.

Each party shall share equally all reasonable and necessary uninsured medical expenses, including deductibles and copayments, incurred for the minor child and paid by the parties. The parties shall cooperate by exchanging all claim forms and statements received by insurance companies to coordinate the payment of such expenses.

Each party who incurs medical expenses for the minor child should provide written verification of the cost and payment of medical expenses to the other within thirty days of payment. Any party who fails to comply with the above notice provision(s) should be denied the right to receive credit for an expense or to recover the other parent's share of the expenses. The party ordered to maintain the coverage shall provide verification of coverage to the other party on or before January 2nd of each year and notify the other party and ORS, if ORS is providing collection services, within 30 days of any change of coverage.

10. **REAL PROPERTY:** Petitioner purchased the following real property:

3985 South Arco Circle, Salt Lake City, Utah 84124 in 2004. Kurt Terrill shall be awarded equity in the house for the years of 2004 through March 2011. The equity accumulated after March 2011 shall be split between the parties after the house is sold. Parties shall share the selling costs.

11. **VEHICLES:** Kurt Terrill shall be awarded the 2023 VW Taos that the parties are leasing. Heather Terrill shall be awarded the 2012 Chevy Traverse free and clear from any claims by Kurt Terrill.

12. **PERSONAL PROPERTY:** Personal property acquired during the marriage shall be equitably divided.

13. **DEBTS:** The parties have not acquired any marital debts. The parties shall be responsible for the debts in their names.

14. **BANK ACCOUNTS:** Each party shall be awarded the bank accounts in their names free and clear from any claims by the other party.

15. **INVESTMENT/RETIREMENT ACCOUNTS:** The parties have 401(k) and pension investment/retirement accounts. Kurt Terrill shall be awarded his 401(k) and pension free and clear from any claims by Heather Terrill and Heather Terrill shall be awarded her 401(k) free and clear from any claims by Kurt Terrill.

16. **TAX FILINGS AND DEDUCTIONS:** Kurt Terrill and Heather Terrill shall file separate income tax returns for the tax year of 2025.

17. **ALIMONY:** Both parties are capable of self-support and no alimony shall be awarded to either party and alimony shall be forever barred.

18. **MAIDEN NAME:** Heather Terrill shall be allowed take her maiden name of

Graham if she so desires.

19. **COOPERATION:** Each party shall execute and deliver to the other party such documents as are required to implement the provisions of the Decree of Divorce entered by the court pursuant to all applicable provisions set forth in Utah law.

20. **NOTICE TO CREDITORS:** Kurt Terrill and Heather Terrill shall each notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities, and regarding the parties' corresponding obligations pursuant to U.C.A. §81-4-406.

21. **ATTORNEY'S FEES:** Parties shall be responsible for their own attorney's fees incurred in this matter. If a party has to bring a motion to enforce any provision of the Decree of Divorce, then the losing party shall pay the winning party's attorney's fees.

22. **MEDIATION:** Prior to any Petition being filed to modify any provision of the final Decree of Divorce, the parties shall attempt to resolve the issue through mediation.

23. **RESTRAINING ORDER AND CIVILITY:** The parties shall be restrained from bothering, harassing, annoying, threatening, or harming the other party at his/her residence, employment, or any other place and from speaking poorly about each other. All communications between the parties shall be in a polite and respectful manner.

24. **PUBLIC ASSISTANCE:** Neither party is receiving public assistance from the State of Utah.

***** This is the signed order of the Court when signed electronically
by the Court on the first page of this document *****

APPROVED AS TO FORM AND CONTENT:

/s/ Heather Terrill*

Heather Terrill

Pro Se

*Original signature on file

CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of July, 2025, I served a true and correct copy of the foregoing upon the following parties:

Heather Terrill
3985 South Arco Circle
Salt Lake City, Utah 84124
Heathermterrill@gmail.com

E-filing
 Personal Service
 Facsimile
 Email

/s/ Melanie Buervenich

Paralegal