

The Order of the Court is stated below:

Dated: March 24, 2023  
10:51:31 AM

/s/ KEITH KELLY  
District Court Judge



1Danielle Hawkes - 13233  
**HAWKES FAMILY LAW**  
261 East 300 South, Suite 200  
Salt Lake City, UT 84111  
Telephone: (801) 953-0945  
Email: Danielle@hawkesfamilylaw.com  
*Attorney for Cynthia Beckwith*

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

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In the Matter of the Marriage of:

**CYNTHIA BECKWITH,**

And

**RYAN DUTCHER.**

**DECREE OF DIVORCE**

Case No.: 234900441

Judge: Keith Kelly

Commissioner:

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THE ABOVE-ENTITLED MATTER came before the Court pursuant to the parties' Stipulation ("stipulation" or "agreement") and the Findings of Fact and Conclusions of Law. Jurisdiction of the Court and Grounds were established by the affidavit and stipulation filed with the Court. The Court has reviewed the parties' agreement and approves of the same. The Court, now being fully advised in the premises, having entered its Findings of Fact and Conclusions of Law and for good cause showing, makes its order as follows:

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

**INFORMATION ABOUT THE MARRIAGE**

1. The parties shall be granted a divorce on the grounds of irreconcilable differences because the parties have been unable to resolve their marital problems, making the continuance

of the marriage impossible.

Children

2. There are no minor children of issue in this marriage and none are expected.

**REAL PROPERTY**

3. The parties own two (2) pieces of real property that are at issue in this case, to wit, 1467 South Wilton Way, Salt Lake City, Utah 84108 and 8176 South Nordic Circle, Cottonwood Heights, Utah 84093. The real property of the parties shall be awarded as follows.

4. 1467 South Wilton Way, Salt Lake City, Utah 84108 (“Wilton Way”):

- a. Cynthia shall be awarded sole and exclusive possession of Wilton Way as of the date of signing of the Stipulation. The parties shall continue splitting costs for the property until the Decree of Divorce is signed by the Court. Once the Decree of Divorce is signed by the Court, Cynthia shall be responsible for the monthly mortgage payments on the property as well as monthly utilities and regular yard maintenance. The parties shall equally divide the larger repairs, maintenance, tree trimming, larger or non-regular landscaping issues, taxes, and other non-monthly costs until the home is sold or refinanced.

- b. Cynthia shall have up to one (1) year from the date of the Decree of Divorce to refinance the home in her own name and buy Ryan out of his share. To do so, when she is able, she shall obtain a qualified appraisal on the home from either Bodell and Bodell or Jerry Webber. She shall provide the

appraisal to Ryan within forty-eight (48) hours of receiving it. If either party objects to the first appraisal amount, that party shall have four (4) days from the date Cynthia sent the appraisal to object to the amount. At that time, within an additional four (4) days, that party shall hire the other of Bodell and Bodell or Jerry Webber, whichever Cynthia did not use, and have them also appraise the property. If both appraisers are used, then the parties shall average the two (2) appraisals to determine the property value used herein. If neither objects to the first appraisal or if the second appraisal is obtained and the average is used, Cynthia shall then pay to Ryan his share from the real property as delineated herein. From the appraisal amount (or the average of the two appraisals), the parties shall deduct all debts on the property, expenses, and costs of the appraisal(s). Then, Cynthia shall be credited with a full \$160,000 as a property settlement in the case. Then, Cynthia shall be given a full credit to reimburse her for any larger repairs (over \$250), maintenance (over \$100), tree trimming, larger or non-regular landscaping issues, taxes, and other non-monthly costs. Then, the parties shall divide equally the remaining equity in the home and Cynthia shall pay to Ryan his remaining half share as part of the refinance process. Ryan shall sign whatever documents are necessary to accomplish the refinance process, including a quit claim deed to Cynthia of the property. Cynthia shall pay Ryan his share upon closing on the refinance.

c. If Cynthia does not accomplish the refinance and pay Ryan his share by the thirteenth month following the signing of the Decree of Divorce, the home shall be placed for sale at an amount agreed upon by the parties. If the parties cannot agree on a sales price, they shall have the home appraised pursuant to the appraisal plan under the refinance provisions. Ryan shall have the option of right of first refusal to purchase the property for the appraised amount if he chooses to do so. He shall exercise this option with an offer on the home within ten (10) days of agreeing on the sales price or obtaining the appraised price or average of both appraisals, whichever is later.

d. At Cynthia's sole discretion and timing, the property may be placed for sale and divided before the period for Cynthia to refinance is over if she chooses to not refinance the home into her own name. If the home is sold, all debts and expenses for the property shall be paid with the proceeds and Cynthia shall be reimbursed for larger repairs, maintenance, tree trimming, larger or non-regular landscaping issues, taxes, and other non-monthly costs since the signing of the Stipulation. Then, Cynthia shall receive the first \$160,000 of the remaining proceeds to account for an equalization of the property. After that amount is paid to her, any remaining proceeds shall be divided equally between the parties.

e. As of the date of the signing of the Stipulation, Ryan shall be allowed in

the home only on dates and times that Cynthia gives him express permission to be there. She may withdrawal such permission at any time and Ryan shall leave when asked to leave. Ryan may not allow any third-party, including friends or family, access to the home without Cynthia's express written permission for each instance and she may withdrawal such permission at any time.

f. Cynthia will give Ryan written notice and receipts of any larger repairs, maintenance, tree trimming, larger or non-regular landscaping issues, taxes, and other non-monthly costs that she spends on for the home. Ryan shall pay his half within thirty (30) days of receiving the notices. If an amount is not paid, it shall be reimbursed at the time the home is sold or refinanced.

g. Once the home is sold or refinanced, Ryan shall help Cynthia clean out the basement and storage areas within fifteen days of the refinance on the home or within fifteen (15) days after the home is put on the market. If Ryan is not personally available, he shall contract with a licensed company to complete this task on his behalf and move his items to a separate storage facility that he shall maintain.

5. 8176 South Nordic Circle, Cottonwood Heights, Utah 84093 ("Nordic Circle"):

a. The parties shall place Nordic Circle on the market for sale within ninety (90) days of the signing of the Stipulation. The parties shall either agree on the

sales prices before the ninety (90) days in writing (email) or, if they cannot agree on a sales price, they shall follow the same appraisal process as for Wilton Way to find an amount. The parties shall equally split all reasonably necessary repairs or maintenance that they agree upon as suggested by the realtor before putting the property on the market. Ryan shall have the same option for right of first refusal on Nordic Circle that he has for Wilton Way to purchase the property.

b. The parties shall continue to equally split all expenses with this property until it is sold and divided. The parties shall continue to equally split all income and profits from this property until it is sold. Ryan shall handle all management of this property including all maintenance and repairs.

c. Once the property is sold, all of the property debt, and all costs and expenses associated with the sale shall be paid off. Then, any reimbursements for necessary repairs or maintenance shall be made to the party who paid the cost that went unreimbursed. Then, whatever proceeds remain shall be divided equally between the parties.

#### **PERSONAL PROPERTY**

6. The parties shall each be awarded their own property that they brought into the marriage, any inherited items, and personal items purchased during the marriage. Cynthia shall be awarded the 2019 Mercedes Sprinter Van free and clear along with all equity, debt, and liability thereon.

Cynthia shall reimburse Ryan \$11,000 for the down payment made in approximately 2020 on the Sprinter Van and this payment shall be made to Ryan from the proceeds or refinance of Wilton Way or within ten (10) days after Wilton Way is resolved. Cynthia shall be awarded the Toyota Rav4 free and clear along with all equity, debt, and liability thereon. Cynthia shall be awarded the sunroom furniture and the main bedroom set. The parties shall work together to divide any remaining joint personal property in the marital home in an equitable manner.

7. Ryan may continue to store what he already has in the marital home storage space until the home is sold or refinanced. He may have access to the space until the home is sold or refinanced. He may access the space when Cynthia is present so long as he gives her at least seven (7) days' notice and she is reasonably available. Ryan may not allow any third-party access to the home without Cynthia's express written permission for each instance and she may withdrawal such permission at any time.

8. Cynthia shall be allowed to be in the home when Ryan comes to retrieve his belongings.

9. Cynthia shall be awarded Marley the dog free and clear of any claim thereon by Ryan.

10. If there is any dispute about the personal property in this case, the parties shall attend mediation, splitting the cost equally, to attempt to resolve the issue. If they are unable to resolve the issue in a good faith attempt at mediation, either party may request a decision from the Court through a motion without disturbing the remaining awards and divisions in this document.

11. Each party shall be awarded all equity, liability, and debt on any property they are awarded.

**SAVINGS, CHECKING, RETIREMENT, AND INVESTMENT ACCOUNTS**

12. The parties shall be awarded all of their separate accounts along with all equity, debt, and liability thereon. Specifically, Ryan shall be awarded his IRAs and investment accounts and Cynthia shall be awarded her retirement accounts and investment accounts. Each shall be awarded all other separate savings, checking, investment, and retirement accounts whether or no specified herein.

13. The parties' joint account at Meridian Trust Federal Credit Union shall be equally divided and split within thirty (30) days of the signing of the Stipulation in this case.

14. The parties have a joint Fidelity money market account. Ryan shall be awarded the account. Cynthia shall be removed from the account within thirty (30) days of the signing of the Stipulation in this case.

15. Both parties shall be awarded their own inherited assets, accounts, properties, and debts free and clear without any claim upon the same by the other party.

**DEBT**

16. There is no joint or marital debt. The parties shall be awarded all of the debt in their own names or that they themselves entered into. Neither party shall enter into any new debt in the other party's name or identity.

17. Each party shall hold each other completely harmless from any damages to the other's credit score, payments, attorney fees, costs, or any other damages caused by ongoing spending in the other person's name or identity.



18. The parties shall pay off all expenses on the shared credit card within thirty (30) days of the signing of the Stipulation in this case. Cynthia shall be awarded the points from the card and she shall use them as soon as reasonably possible. Once they are used, and the card is paid off in full by both parties, the account shall be closed. If the parties cannot agree on payment on the card, each should pay for any personal expenses they charged to the card, except that any expenses for the home shall be divided as otherwise described herein.

#### **JOINT TRUST**

19. The parties' joint trust shall be dissolved by an estate planning specialist. Ryan shall pay the fees and costs associated with such procedures. He shall manage this procedure and keep Cynthia informed of each step along the way. He shall initiate the process within fourteen (14) days of the Decree of Divorce being signed by the Court. Both parties shall take all measures to ensure that the trust is dissolved and that the funding on all assets and debts in the trust is corrected and placed into the parties' own names and identities.

20. For all intents and purposes, the parties' Joint Trust shall be treated as if it is dissolved as of the date the parties sign the Stipulation in this case.

#### **BUSINESS ASSETS**

21. Ryan shall be awarded the business Two Ocean Partners along with all equity, debts, and liability therefrom. He shall hold Cynthia absolutely harmless therefrom. Ryan shall have Cynthia removed from all business documentation, agreements, debts, and accounts within thirty (30) days of signing the Stipulation in this case.

**ALIMONY**

22. The parties are capable of supporting themselves. Therefore, neither party is awarded alimony now or in the future.

**MEDIATION**

23. If there is a dispute between the parties, the parties shall attend mediation prior to bringing the issue to the Court. Each party shall attend the mediation and to participate in good faith. Should the parties be unable to agree upon a mediator, the party requesting mediation will arrange for a mediator through the Administrative Office of the Courts. A written, signed record shall be prepared of any agreement reached in mediation and a copy provided to each party. The parties shall share the cost of the mediator equally. No new dispute may be presented to the Court in this matter without a good faith attempt by both parties to first resolve the issue. The Court shall be able to hear issues involving a breach of the terms of the Stipulation or Decree of Divorce in an Order to Show Cause without the necessity of prior mediation.

**EXECUTING DOCUMENTS NECESSARY**

24. Both parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of the Decree of Divorce. The parties may sign and participate remotely whenever possible. Should a party fail to execute a document within 30 days of the entry of this divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to

Rule 70 has the same effect as if executed by the disobedient party.

#### **COOPERATION**

25. The parties shall cooperate with the other, through counsel or otherwise, to effect changes 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 the Decree of Divorce is carried out in every detail. Failure to reasonably cooperate shall result in attorney fees in addition to other penalties for an Order to Show Cause.

#### **ATTORNEY'S FEES**

26. The parties shall split the attorney fees and costs, including the filing fee, equally in this case.

27. The prevailing party to an action for breach of a term of the agreement shall be entitled to his or her attorney fees, damages, and costs.

#### **MISCELLANEOUS PROVISIONS**

28. The parties shall each be awarded all debts, liabilities, and equity on anything they are awarded in this case. Each party shall hold the other completely harmless on such awards and shall pay any attorney fees, costs, damages, or other expenses associated with any breach of this document.

29. The parties shall cooperate with one another to finalize the case. The final documents shall be prepared under the rules and timelines of UTAH R. CIV. P. 7(j) as of the date of the

signing of the Stipulation. Documents may be served via email to  
rdutcher@twooceanpartners.com.

--END OF DOCUMENT—

**In accordance with the Utah State District Court E-Filing Standard No. 4, and URCP 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper margin of the first page of the order once signed.**

Approved as to form:

/s/

Ryan Dutcher

Respondent

Electronically signed on: \_\_\_\_\_

This document was sent to Mr. Dutcher for review pursuant to the plan put in place in paragraph 32 of the stipulation and Utah R. Civ. P. 7j. Mr. Dutcher has not approved or object to it and the time to do so has passed.

**CERTIFICATE OF DELIVERY**

I hereby certify that on this the 11<sup>th</sup> day of January 2022, I caused to be delivered a true and correct copy of the foregoing proposed **DECREE OF DIVORCE** to the following:

Ryan Dutcher Respondent rdutcher@twooceanpartners.com	First Class U.S. Mail, Postage Prepaid Facsimile Transmission E-Filing E-Mail <input checked="" type="checkbox"/> X Through Clio Docusign Software/Email
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/s/ Danielle Hawkes