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IN THE SECOND JUDICIAL DISTRICT COURT

DAVIS COUNTY, STATE OF UTAH

In the matter of the marriage of:	DECREE OF DIVORCE
CHERI LYN DAUTEL	
and	Case No: 264700974
RYAN ANTHONY DAUTEL	Judge: DAVID J WILLIAMS
	Commissioner: JULIE WINKLER

The above-captioned matter having come before the above-referenced court, the Court having reviewed the file and finding the necessary pleadings in the file, the Court having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised, states:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

Provisions Relating to Termination of Marriage

1. Cheri Dautel and Ryan Dautel were married in West Bountiful, Utah on September 21, 2002.
2. The parties are awarded a divorce on the grounds of irreconcilable differences and the marriage between the parties is hereby terminated.

Provisions Relating to Children

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3. The parties have no minor children together and none are expected.

Provisions Relating to Alimony

4. Both parties are fully able to support themselves. Therefore, no alimony is awarded to either party now or in the future.

Provisions Relating to Real Property

5. The parties acquired a marital home that is located at 885 W. 2310 N. West Bountiful, Utah 84087.
6. The parties shall equally split the value or equity in this marital asset (after paying off joint debts). They shall accomplish this by selling the home and paying the debts as follows:
 - a. The home has already been listed for sale with a mutually agreed upon realtor. The parties shall be required to continue to cooperate with the realtor and each other in order to get the home sold as swiftly as possible given that they of course want to maximize the sale price but not delay the sale. The parties shall follow the realtor's advice as to a list price, changes to the list price, offers to accept, counter offers to make and etc.
 - b. Costs of the sale (any outstanding amount on the mortgage, liens, closing costs, realtor fees and etc.) will be taken care of in the transaction before any money goes to the sellers.
 - c. After all of the costs of the sale are taken out the parties will pay off all of the marital debts listed in the debt section below.

d. Then after all the debts are paid the parties will equally share the remaining proceeds.

e. It is the parties hope that they will each receive at least \$30,000 from the sale of the home after costs of the sale and after paying all of the marital debts; however, they realize that they may net less than they are hoping. Accordingly, if Ryan feels like he needs to do so, he will be allowed to elect not pay off up to \$30,000 from the list of marital debts in order to ensure that he has at least \$30,000 in cash to live off of while he builds up his business/clientele.

i. If he chooses to do this, he will be solely responsible for the debts (together with interest accruing thereon) in the amount that he chooses not to pay off with home sale proceeds. He will also be required to strictly hold Cheri harmless and indemnify her from any marital debts that he keeps in lieu of paying them off with home sale proceeds.

Provisions Relating to Personal Property

7. Regarding vehicles of the parties:

a. The 2010 Toyota Corolla will be gifted to the parties' adult daughter Abigail.

b. Cheri Dautel is awarded the 2017 Mercedes AMG C43

c. Ryan Dautel is awarded the 2009 Chevrolet Corvette and the 2015 Chevrolet 1500.

d. The parties shall sale the motorhome as swiftly as possible and divide the proceeds of the sale equally.

- e. If applicable, both parties⁴ are required to refinance their auto loans in order to remove the other party's name from any loan or liability associated with the vehicles that they are being awarded above.
 - f. Both parties will be solely responsible for insurance, maintenance, taxes, registration, and all other costs associated with the vehicles they are being awarded.
8. All other personal property acquired during the marriage is awarded as the parties may agree. If the parties cannot agree, they will attend mediation before attempting to bring personal property disputes before the court.

Provisions Relating to Financial, Investment, and Retirement Accounts

9. There is a bank account that is tied to the parties' business. If any excess funds exist in this account after the liquidation and sale of the business those funds shall be equally divided and then the account should be closed.
10. Ryan's name shall be removed from Cheri's AFCU account. Thereafter both parties can keep their own AFCU accounts together with the funds therein.
11. The funds in the joint MACU account shall be equally divided and then the account shall be closed unless one party wants to keep it in which case the other party must cooperate to remove their name therefrom.
12. Each party is awarded any stocks, bonds, or investment accounts of any kind that they may have free and clear of any claim by the other party.
13. Each party is awarded any retirement accounts, plans, or pensions of any kind that they may have free and clear of any claim by the other party.

14. The parties have acquired various marital debts that shall be paid off with the home sale proceeds before either party gets half of the remaining proceeds. Those joint debts to be paid off are as follows:

- a.** Mercedes loan
- b.** Truck loan
- c.** Covette loan
- d.** Citi Credit Card
- e.** AmEx Credit Card
- f.** R.C. Willey debt
- g.** Chase Credit Card
- h.** MACU Credit Card
- i.** Best Buy debt
- j.** Discover Credit Card

15. Each party is required to assume all responsibility for any debts in their own name and hold the other party harmless therefrom.

16. Both parties is restrained from incurring any debts or obligations in the name of the other party.

Provisions Relating to the Parties' Business

17. The parties started a business during the course of the marriage: Dautel Daycare.

18. This business shall be liquidated and sold with the proceeds of the sale being equally divided.

Provisions Related to Name Change

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19. Cheri Lyn Dautel shall be restored to the use of her former name, Cheri Lyn Ellsworth, if she so desires.

Provisions Relating to Attorney's Fees and Costs

20. The attorney fee that Cheri incurs for assistance with the uncontested matter shall be split equally and factored into the home sale proceeds just like the other debts.

Miscellaneous Provisions

21. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

****SEE COURT SIGNATURE STAMP AT THE TOP OF THE FIRST PAGE****

Approved as to Form:

/s/ Ryan Dautel_____.

Ryan Dautel

****Copy of Ryan Dautel's original signature is on file with Wamsley & Associates****