



Rand Lunceford (11710)
KRISTOPHER K. GREENWOOD, LC
Attorney for Petitioner
195 Historic 25th Street, Suite 304
Ogden, Utah 84401
(801) 475-8800
rand@krisgreenwood.com

IN THE DISTRICT COURT OF UTAH
SECOND JUDICIAL DISTRICT, WEBER COUNTY
2525 Grant Avenue, Ogden, Utah 84401

In the Matter of the Marriage of: LAURA D’HULST, Petitioner, and CHARLES TIMOTHY D’HULST, Respondent.	<u>DECREE OF DIVORCE</u> Case No. 254901283 Judge: Cristina Ortega Commissioner: Brandon Richards
--	---

Petitioner, **LAURA D’HULST** (hereinafter “Laura”), by and through her counsel of record, Rand Lunceford of Kristopher K. Greenwood & Associates, hereby submits the following Decree of Divorce. The court, having entered its Findings of Fact and Conclusions of Law, and now being fully advised in the premises, and for good cause shown, does hereby find and order the following:

DIVORCE

1. The parties shall be granted a Decree of Divorce, final upon entry, severing the bonds of matrimony heretofore existing between the parties, upon the grounds of irreconcilable differences, pursuant to Utah Code Annotated § 81-4-405(1)(h).

//

FINANCIAL ITEMS AND ASSET DISTRIBUTION

2. Taxes: The parties shall file joint tax returns for 2025. The parties shall equally share in any cost of preparation of taxes. The parties shall equally share any tax refund or tax liability. Any tax liability that the parties may owe shall be paid using the Primerica Roth IRA

3. Real Property: The marital property located at 1494 Beverly Drive, Ogden, Utah, shall be awarded to Laura with all debts and liabilities. Laura shall be entitled to 100% of the equity in the marital home as part of a global resolution herein. Respondent, **CHARLES TIMOTHY D'HULST** (hereinafter "Charles") shall sign a Quit Claim Deed that Laura's counsel will prepare within 30 days of receiving the Deed.

4. Personal Property: During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties should be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2017 Audi	Laura
2014 Jeep Cherokee	Charles
2012 Mini	Daughter
Honda Element	Son
Honda Element	Son
Harley	Charles

- a. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation. Charles shall have 60 days to remove his property from the home and the storage.

- b. The three remaining vehicle loans for the Audi the Jeep and the Mini shall be paid off using the Roth IRA as described below.
- c. Timeshare: The parties shall list the timeshare for sale. If the timeshare does not sale after 90 days of being listed the parties shall meet and confer on options for the timeshare. If the parties cannot agree on what to do with the timeshare they shall turn it over to World mark.

5. Debts: The parties acquired debts during the marriage. Each party shall assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
Ski Pass's	Paid from the IRA
Citi Bank	Paid from the IRA
AFCU Visa	Paid from the IRA
AFCU line of Credit	Paid from the IRA
Tax debt	Paid from the IRA
Home Taxes (due in November)	Paid from the IRA
Children's outstanding medical debt	Paid from the IRA
Debt for daughter's future surgery	Paid from the IRA
Loan on 2017 Audi	Paid from the IRA
Loan on 2014 Jeep	Paid from the IRA
<u>2012 Mini</u>	Paid from the IRA

- a. Accumulation of Debt: Neither party shall incur any additional liability on joint credit cards.
- b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their

refusal in payment of any joint obligation.

- c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset shall be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

6. Checking and Saving Accounts: All monies in the Joint account shall be awarded to Laura. If any personal automatic withdraws come out of the account as of the date of this agreement Charles shall reimburse Laura. Each party shall be awarded monies in their own separate checking and savings accounts.

7. Retirement Accounts: Each party shall be awarded the retirement accounts including 401(k)'s, pensions etc. in their own respective name and will waive all claim to the other party's retirement. The one exception to this is Charles's IRA through Primerica. This account shall be used to pay all of the debt including the car loans as stated above. Once the debt has been retired the parties shall split the remaining balance equally. The former spouse Laura D'Hulst shall be designated as the beneficiary of a full former spouse survivor annuity under Charles's Government Retirement Pension retirement system. The cost of the survivor annuity shall be borne by the employee through a reduction in the employee's annuity.

8. Laura shall have the option to restore her name to Laura Lithgow.

9. Children's Education Accounts: Mother shall be in charge of the children's education accounts.

10. Life Insurance: The parties shall not continue the life insurance policy.

11. Alimony: Neither party shall be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

12. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

13. Attorney's Dees and Costs: Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

MISCELLANEOUS

14. Each party shall be ordered to execute and deliver to the other the documents required to implement the provisions of this Decree of Divorce entered by the court.

15. The parties shall sign all documents necessary to comply with this Decree of Divorce within sixty (60) days from the entry of this Decree. If a party fails to sign a document within sixty (60) days, the other party may ask the court to appoint someone to sign the document.

**END OF DOCUMENT – COURT DATE AND SIGNATURE APPEAR AT THE TOP OF
THE FIRST PAGE**

APPROVED AS TO FORM:

/s/ Bryce Froerer

Bryce Froerer

Attorney for Respondent

* Signed electronically with the
permission of Bryce Froerer.

CERTIFICATE OF DELIVERY

I hereby certify that on the 13th day of April, 2026, I e-filed a true and correct copy of the foregoing Decree of Divorce to the following:

Bryce Foerer
2661 Washington Boulevard, Suite 201
Ogden, Utah 84401

bmfroerer@froererandmiles.com

/s/ Eva Henery