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Attorney for Petitioner

**IN THE SECOND JUDICIAL DISTRICT COURT
WEBER COUNTY, STATE OF UTAH, OGDEN DEPARTMENT**

In the matter of the marriage of	DECREE OF DIVORCE
Deana Louise Opheikens Petitioner	Case No.: 264901017
and	Judge: Jason Nelson
Tyree John Opheikens Respondent	Commissioner: Brandon Richards
	Tier 4

Petitioner Deana Louise Opheikens having filed a Petition for Divorce against the Respondent Tyree John Opheikens; the Respondent having filed an Answer and the parties having reached a final resolution by filing a Stipulation resolving all issues. The Court received evidence and took testimony and being fully apprised herein and the Court having previously entered its written Findings of Fact and Conclusions of Law;

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

1. **MARRIAGE:** Petitioner and Respondent are husband and wife, having been married on October 31, 2007, in Ogden, Utah, Weber County.

2. GROUNDS: That during the course of the marriage, irreconcilable differences have arisen making the continuation of the marriage relationship both impossible and impracticable.

3. CHILDREN: There are no children born at issue of this marriage.

4. REAL PROPERTY:

a. The parties acquired real property located at 4398 N. 350 W., Pleasant View, Utah 84414 during the marriage.

b. Respondent shall retain ownership of the property and shall, within a mutually agreed upon or court-ordered timeframe, refinance the property into Respondent's sole name, pay in full the existing Home Equity Line of Credit (HELOC), and pay Petitioner an amount equal to fifty percent (50%) of the net equity/value of the property, after accounting for any agreed-upon deductions, if applicable.

c. Upon completion of the refinance and payment, Petitioner shall execute any documents reasonably necessary to transfer her interest in the property to Respondent.

5. PERSONAL PROPERTY:

a. Petitioner should be awarded the personal property currently in her possession.

b. Respondent should be awarded the personal property currently in his possession.

c. The parties have agreed that Petitioner shall be awarded, as Petitioner's sole and separate property, free and clear of any claim by Respondent, the following personal property:

i. 2014 Cadillac;

ii. 2002 Toyota Avalon;

- iii. 2017 Chevrolet Silverado;
- iv. 2019 Forest River travel trailer;
- v. Gazebo;
- vi. Greenhouse;
- vii. Fourteen-foot boat;
- viii. 1967 Chevrolet;
- ix. Craftsman tiller;
- x. Cummins generator
- xi. Pets Nani and Raylan

d. The parties have agreed that Respondent shall be awarded, as Respondent's sole and separate property, free and clear of any claim by Petitioner, the following personal property:

- i. 2012 Victory motorcycle;
- ii. 2001 Chevrolet;
- iii. 2005 Hyundai;
- iv. 2003 Jeep;
- v. Tools currently in Respondent's possession or control;
- vi. Lawn mower;
- vii. Snow blower;
- viii. Craftsman generator; and
- ix. Utility trailer.

e. Each party shall cooperate in good faith to complete any necessary title transfers, registration changes, or possession transfers within thirty (30) days after entry of the Decree of Divorce, unless otherwise agreed in writing.

f. All other marital property should be equitably divided between the parties. If the parties are unable to agree to further distribution, then the parties should mediate any dispute thereto prior to bringing the action before the Court.

g. The parties should be restrained from disposing, hiding, transferring, selling or otherwise encumbering any property that either party considers to be at issue.

6. DEBTS:

a. Each party should be responsible for any and all debt in their name or incurred in their individual capacity in addition to the following:

b. The Petitioner should assume the debts of Wordmark by Wyndham, Wasatch Peak loan, line of credit for AFCU, One Pay Walmart, Care Credit.

c. The Respondent should assume the debts of Discover card #1 and #2 and the Chase account.

d. Each of the parties should be ordered to assume, pay and discharge any individual debts and obligations which he or she may have and to indemnify and hold the other party harmless from all loss, liability or expense which he or she may incur in the event he or she fails to do so.

7. ALIMONY:

a. That no alimony should be awarded to either party whether past, present or future.

8. RETIREMENT BENEFITS:

a. That the parties should be awarded their respective retirement accounts free and clear of any interest in the other.

9. MAIDEN NAME: That Petitioner should be restored to her maiden name if she so desires.

10. ATTORNEYS FEES:

a. The parties have agreed to equally divide and pay the attorney fees and court costs incurred in this matter.

b. Each party shall timely pay that party's share of the attorney fees and court costs as agreed by the parties or as otherwise ordered by the court.

c. If either party defaults in that party's obligations under the Decree of Divorce, or if either party must seek relief from the Court to enforce or modify the Decree of Divorce, the non-prevailing party may be ordered to pay the prevailing party's reasonable expenses, including attorney fees and court costs actually incurred, as allowed by law and upon further order of the Court.

11. TRANSFER OF PROPERTY/NOTICE TO CREDITORS:

a. Each party should immediately deliver all property awarded to the other party in their possession, and execute all documents and titles necessary to effectuate a property transfer as set forth in this Agreement, including automobile titles, tax forms and/or any other instrument necessary to carry out the orders of this Decree of Divorce.

b. Each party should immediately notify their respective creditors of the terms of the

Decree of Divorce, the party obligated to each specific debt and make other such reasonable arrangements to implement the terms of the Decree of Divorce.

c. Unless otherwise agreed the foregoing should be completed within sixty (60) days of the entry of the Decree of Divorce.

12. CIVIL RESTRAINING ORDERS:

a. Each party should be permanently restrained from bothering, harassing, annoying, threatening or harming the other.

b. The parties should not malign or defame the other.

c. The parties should not interfere with the lives and relationships of the other or with family members of the other party.

d. Each party should be restrained from encumbering, transferring, and/or disposing of or change the nature of any asset without the prior knowledge and written consent of the other party.

e. Each party should be restrained from wasting, concealing, or damaging or otherwise jeopardize any asset pending final resolution of these proceedings.

13. MISCELLANEOUS PROVISIONS:

a. Each party should be ordered to execute and deliver to the other party any document(s) necessary to implement the provisions in the Decree of Divorce entered by the Court.

b. Mediation. If an answer is filed to this Petition, then pursuant to Utah Code §81-4-403 you are notified that: unless waived by the Court both parties are required to participate in

at least one session of mediation. The parties should seek to resolve all contested issues therein. This requirement does not preclude the entry of temporary or other such pretrial orders in advance. The parties must utilize a qualified domestic dispute mediator pursuant to Utah Code §78B-6-205. Absent a Court order to the contrary or party agreement the cost of mediation should be divided equally between the parties. That for good cause the Court, mediator or director of dispute resolution programs may excuse the parties from participating. Mediation should be conducted pursuant to the Utah Rules of Court-Annexed Alternative Dispute Resolution.

c. Disclosure and Discovery in Domestic Relations Actions. You are hereby officially served with notice of Rule 26.1 of the Utah Rules of Civil Procedure. A copy of this rule is attached hereto as Exhibit “1.” You are ordered to review it, become familiar with it, and abide by its terms.

14. VOLUNTARY ENTRY:

a. That we, through our respective signatures below, attest and affirm that we have read, understood and agree to the terms of the foregoing.

b. That we are each voluntarily entering this agreement, that this is not being signed under duress, pressure or promise that is outside the foregoing terms and conditions.

c. That by signing below we are individually and collectively attesting this is the full and complete agreement and these terms and conditions are binding upon us.

WHEREFORE, premises considered, Petitioner prays for Judgment against the Respondent as follows:

1. Petitioner should be awarded a Decree of Divorce from the Respondent consistent with the allegations and statements contained in said Petition for Divorce.
2. That each of the parties should pay their own attorney fees and court costs if this matter remains uncontested
3. For all such other and further relief as the Court may deem just and proper under the circumstances.

DATED July 7, 2026.

****** The Court's electronic signature and seal will appear at the top of the first page upon signature and entry by the Court ******

Approved as to form and content:

By signing below, I also give approval
and authorization for counsel to
electronically sign this document on
my behalf when it is e-filed with the
Court.

/s/ Tyree John Opheikens (original signature on file)

Tyree John Opheikens
Respondent

DATED July 7, 2026

RICHARDS & RICHARDS LAW FIRM,

/s/ Roy D. Cole

Roy D. Cole

Attorney for Petitioner

CERTIFICATE OF SERVICE

I do hereby certify that I delivered a true and correct copy of the foregoing to the following as outlined herein;

Tyree John Opheikens

☐ U.S. Mail

☒ E-Mail

☐ Hand delivery

☒ E-Filed

The foregoing was performed on July 7, 2026

/s/ Gaby Valdez

Paralegal