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Mediator

**IN THE SECOND JUDICIAL DISTRICT COURT
 IN AND FOR WEBER COUNTY, STATE OF UTAH**

IN THE MATTER OF THE MARRIAGE OF:

Lydia Besaw,
Petitioner,

and

Stephen Besaw,
Respondent.

DECREE OF DIVORCE

Civil No. 264901624
 Honorable Matthew J. Hansen
 Commissioner Brandon Richards

Lydia Besaw (Hereinafter “Lydia”), having filed an action for divorce in the above entitled matter and the parties having come to an agreement as to the matters previously at issue between them, with regards to Property Settlement Agreement memorializing the terms of their agreement; pursuant to URPC 2.4 which states, “A lawyer serving as a mediator in a mediation in which the parties have fully resolved all issues: ... with the informed consent of all parties confirmed in writing, may record or may file the documents in court, informing the court of the mediator's limited representation of the parties for the sole purpose of obtaining such legal approval as may be necessary”; and the Court having reviewed the Petition for Decree of

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Divorce, together with all the pleadings herein and being fully advised in the premises, now enters the following:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Lydia shall be awarded a divorce against Stephen Besaw (Hereinafter “Stephen”), on the petition filed herein, with the Decree to become final upon signing and filing by the Court.

PROPERTY SETTLEMENT AGREEMENT

2. Alimony. The parties have agreed to the following for Alimony:
 - a. Amount. Stephen shall pay Lydia \$1,500.00 per month.
 - b. Start Date. Alimony shall begin on December 1, 2026. However, the first month’s alimony shall be prepaid by Stephen following the signing of the parties Stipulation. So, if Lydia were to move out on December 1, 2026, that month’s alimony shall have been prepaid, and her next monthly payment shall occur on January 1, 2027.
 - c. End Date. Alimony shall continue to be paid each month until the first of the following occurs:
 - i. Lydia cohabitates with a romantic partner;
 - ii. Lydia re-marries;
 - iii. Lydia or Stephen’s death; or
 - iv. If none of the above occur, the final payment shall be on November 30, 2042.

3. Real Property. The real property acquired during the marriage shall be divided as follows:
 - a. 4886 W. 2700 S., Taylor, Utah 84401.

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- i. Possession. Stephen is awarded possession of this property. The party awarded possession of the property shall solely be responsible for any and all debts and obligations associated with the home (i.e. mortgage, utilities, etc.). Lydia shall be permitted to remain in the marital home until January 1, 2027, while she is looking for her own separate housing.
- ii. Equity. The equity in the marital home is approximately \$260,000, and Lydia shall receive a payout of \$130,000 as her one-half share of the equity.
- iii. Timing. Stephen shall make an initial \$10,000 payment of Lydia's equity as follows: Stephen shall pay any housing deposit Lydia may require which shall be due and payable upon her signing a lease. The remainder of the \$10,000 shall be payable as soon as Lydia moves out of the marital home. For example, if Lydia were to sign a lease on November 1, 2026, with a deposit of \$4,000, Stephen will pay the \$4,000, and the remaining \$6,000 would be due when Lydia moves out of the marital home. The remaining \$120,000 is due to Lydia within 120 days of the entry of the Decree of Divorce or upon Lydia moving out of the marital home, whichever occurs later.
- iv. Default. In the event the party awarded possession of the home does not satisfy the terms listed above, the home shall immediately be listed for sale with an agreed-upon Realtor. If they fail to do so, the other party shall be allowed to proceed with the eviction process as outlined by Utah Law, and the

non-defaulting party shall be awarded possession of the property to list the home for sale.

4. Personal Property. The parties shall equitably divide all personal property acquired during the marriage. In the event they cannot agree, they shall first seek the assistance of a Mediator before seeking the court's assistance to divide their personal property.

5. Motor Vehicles. The Motor Vehicles acquired during the marriage shall be divided as follows:

a. 2014 Dodge Avenger shall be awarded to Lydia, free and clear of any interests and rights of Stephen. Stephen shall pay for a new battery for Lydia's car.

i. Lydia shall remove Stephen's name from any and all debts/obligations associated with this vehicle within 30 days of the Decree of Divorce being signed by this court.

ii. Upon Lydia removing Stephen's name from any and all debts/obligations, the parties shall retitle this vehicle solely in Lydia's name (if so required) with both parties being required to sign any paperwork necessary to do so.

iii. Lydia shall hereinafter be responsible for any and all debts, and expenses, including insurance, accrued with regards to this vehicle.

b. 2016 Ram 3500, and side-by-side shall be awarded to Stephen, free and clear of any interests and rights of Lydia.

- i. Stephen shall remove Lydia's name from any and all debts/obligations associated with this vehicle within 30 days of the Decree of Divorce being signed by this court.
- ii. Upon Stephen removing Lydia's name from any and all debts/obligations, the parties shall retitle this vehicle solely in Stephen's name (if so required) with both parties being required to sign any paperwork necessary to do so.
- iii. Stephen shall hereinafter be responsible for any and all debts, and expenses, including insurance, accrued with regards to this vehicle.

6. Retirement/Investment Accounts. The parties have equitably divided all retirement accounts acquired during the marriage and each party is awarded the retirement account(s), investment account(s), and pension(s) currently in their possession and control as their sole and separate property.

7. Bank Accounts. Each party shall keep the bank accounts currently in their names as their sole and separate property, free of any claim by the other party.

8. Business Interests. During the marriage, the parties established a business known as Besaw Services LLC (the "Business"). This shall be awarded to Stephen along with all assets and liabilities, for which he shall hold Lydia harmless.

9. Debts. The parties have equitably divided all debts acquired during the marriage and each party is responsible for the debts currently held in their name as their sole responsibility.

- a. Lydia shall be responsible for any debts in her personal name

b. Stephen shall be responsible for any personal, joint, or business debts, including the approximate \$6,000 debt owed to the IRS.

10. Future Debts. Any and all debts incurred by either party after the date of the parties agreement shall be the sole responsibility of the party incurring the debt, with the other party being indemnified and held harmless from the same.

11. Notice to Creditors. The parties shall notify creditors or obligees of this Court's division of debts or obligations and to give creditors the parties' separate, current addresses. The parties understand that this division of debts is an agreement between them. This agreement does not excuse the other party from the debt with the creditor. Therefore, the parties further agree that they will keep any and all joint debts current and in good standing with the creditors.

12. In addition to a creditor's duties as a secured party under UTAH CODE ANN. § 70A-9-112 and the creditor's duties as a trustee or beneficiary of a trust deed under UTAH CODE ANN., Title 57, Chapter 1, Conveyances, a creditor, who has been notified by service of a copy of a court order under UTAH CODE ANN. §§ 81-4-501 or 81-4-202 that the debtors are divorced or living separately under an order for separate maintenance, and who has been expressly advised of the separate, current addresses of the debtors either by this court order or by other written notice, must provide to the debtors individually all statements, notices, and other similar correspondence required by law or by the contract.

13. With respect to a debtor who is not ordered by this Court under UTAH CODE ANN. §§ 81-4-501 or 81-4-202 to make payments on a joint obligation, no negative credit report under

UTAH CODE ANN. § 70C-7-107, and no report of the debtor's repayment practices or credit history under UTAH CODE ANN., Title 7, Chapter 14, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served notice of this Court's order as required in this section of the Stipulation & Agreement unless the creditor has made a demand on the debtor for payment because of the failure to make payments by the debtor, who is ordered by this Court to make the payments.

MUTUAL RESTRAINING ORDER

14. While the parties are still living together in the marital home, the parties shall not communicate with each other directly, and shall each give each other space and respect.

15. Disparagement. The parties are mutually restrained from making any disparaging remarks about the other parent in front of the parties' minor child(ren) or to the minor child(ren).

16. Credit. Neither party shall use the other party's credit, likeness, or accounts for any purpose.

MISCELLANEOUS

17. Maiden Name: Lydia shall be allowed to restore her maiden name if she so desires but is not mandated to do so.

18. Execution of Documents: Each party shall promptly execute and deliver any and all documents necessary to carry out the terms and provisions contained in the Decree of Divorce entered in this matter.

19. Separate Property: All property and money received or retained by each party pursuant to the Decree of Divorce is the separate property of such party free and clear of any right,

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interest or claim of the other party, all items of real and personal property then or thereafter belonging to him or her, and each party shall have the right to deal with or dispose of his or her separate property, both real and personal, fully and effectually, in all respects and for all purposes.

20. Mediator Fees and Court Costs: The parties have paid the mediator fees and court costs associated with this action. In the event that any party hereto shall in the future be found in default or breach of this Agreement, said party shall be liable to pay all reasonable attorney fees, court costs and other related collection costs and expenses incurred by the non-defaulting or non-breaching party in prosecuting its rights hereunder.

*****END OF ORDER*****

Official Court Signature to Appear at Top of First Page

APPROVED AS TO FORM AND CONTENT:

/s/ Lydia Besaw

Lydia Besaw

/s/ Stephen Besaw

Stephen Besaw

E-SIGNATURES BY PERMISSION – ACTUAL SIGNATURES ON FILE

CERTIFICATE OF SERVICE

On this Thursday, October 1, 2026 the undersigned certifies that a true and correct copy of the foregoing DECREE OF DIVORCE was sent to the following interested parties via the following methods:

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First Judicial District Court — JudicialLink electronic Filing System

Lydia Besaw — Email
besawlydia@gmail.com

Stephen Besaw — Email
stevebesaw@aol.com

/s/ Paul H. Gosnell

Paul H. Gosnell, Esq
THE ALLIES LAW FIRM, PLLC
Mediator

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