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IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY

STATE OF UTAH, PROVO DEPARTMENT

IN THE MATTER OF THE MARRIAGE OF:

BRIAN CHARLES BELL, Petitioner,

and

KANDUS RAE BELL, Respondent.

DECREE OF DIVORCE

Case No. 264400953

Judge Tony F. Graf

Commissioner Marian Ito

This matter comes before the Court pursuant to the parties' Stipulation and Settlement Agreement. Thirty days have passed since the filing of the Petition or the Court has entered an order waiving the thirty-day waiting period. The Court, having previously entered its written Findings of Fact and Conclusions of Law, does hereby GRANT the Petitioner a DECREE OF DIVORCE and does hereby ORDER, ADJUDGE and DECREE as follows:

JURISDICTION AND GROUNDS

1. Petitioner is a bona fide resident of Utah County, State of Utah, and has been for at least three (3) months immediately prior to the filing of this action.

2. The parties are husband and wife and do not have any children together under the age of 18.

SPOUSAL SUPPORT

3. **Spousal Support**: There will be no award of alimony for either party. Both parties forever waive any claim to alimony.

REAL PROPERTY

4. **Real Property**. Previous to the marriage the Petitioner owned a home and real property located at 587 E 560 S, Santaquin, Utah. The property remained titled solely in Petitioner's name throughout the marriage. Petitioner is awarded the real property and Respondent forever waives any claim to it or equity from it. Petitioner waives any claim for reimbursement for damages on the home from Respondent.

VEHICLES

5. **Vehicles**. The parties have acquired certain vehicles which will be awarded as follows:

Vehicle:	Awarded to:
2016 Chevrolet Malibu	Kandus Rae Bell *Petitioner will sign over title and registration to Respondent
2017 Avenger camp trailer	Brian Brian Bell

Each party will refinance any vehicle encumbered by a loan into his or her own. The parties will bear any expenses related to the vehicles awarded to them.

PERSONAL PROPERTY

6. **Personal Property**. The parties shall each be awarded their own personal property, including but not limited to clothes, jewelry, premarital property,

personal effects, books, paperwork, journals, and personal property acquired after separation. In addition, the parties shall distribute other items of personal property as they agree. If the parties are not able to agree, they shall make a list of all personal property and alternate selecting an item of personal property from the list. Kandus Bell will keep the jewelry she inherited and her wedding ring.

7. Petitioner shall be awarded all office equipment, master bedroom furniture including the dresser, a living room recliner, and items located in the garage and wood shop, including firearms. Respondent shall be awarded guest bedroom furniture and dresser, televisions, a living room sofa, and a proportional share of the remaining household items.

FINANCIAL ACCOUNTS AND DEBTS

8. **Financial Accounts.** During the marriage, the parties acquired certain financial accounts. The parties shall distribute their financial accounts as follows:

Financial Institution	Account Number	Awarded to:
American First Credit Union	Checking	Brian Brian Bell
American First Credit Union	Savings	Brian Brian Bell
Brian Schwab	Retirement Acct.	Brian Brian Bell

9. **Debts.** During the course of the marriage, the parties acquired debts. The parties shall be responsible for the marital debts as follows:

Financial Institution	Amount	Awarded to:
Midland Credit Management	\$466.89	Kandus Bell
Debit card overdraft	~\$200	Kandus Bell
Capital One Credit Card		Brian Bell
Mountain View Hospital Bill	\$6,800.00	Brian Bell

10. Other Debts: Any and all other debts and obligations, not otherwise distributed herein or acquired after separation, shall be assigned and paid for by the party in whose name such debts appear.

11. Joint Debt Limit and Refi Obligation: No additional amounts of debt may be added to or charged to any debt, credit card, or line of credit that is associated with or in the opposing party's name without his or her written consent. The party assigned to pay for any debt will have an ongoing duty to keep the debt current and to refinance the debt out of the other party's name as soon as possible. Once the debt is paid off, the other party's name shall be removed from the account or the account shall be closed.

12. Hold Harmless: Each party will hold the other harmless on the debts ordered to be paid by him or her.

13. Creditors: The parties understand that for joint debts upon entering the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

14. Notification to creditors: Pursuant to Utah Code 15-4-6.5, the party under the obligation to pay a debt shall provide a copy of the parties' Decree of Divorce to all joint creditors of the parties existing at the time of the entry of the divorce and notify the creditors regarding the parties' separate current addresses.

15. 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 must 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.

16. Refinance: Each party shall offer their best efforts to remove each other from any debts, obligations, loans, etc. by refinance or otherwise and put the loan or obligation solely in their respective name, and to assume responsibility for and release any financial burden from the other party.

MISCELLANEOUS PROVISIONS

17. Brian Bell will pay the cell phone bill for Kandus Bell for 3 months from the signing of this stipulation. Brian will also pay for Kandus's car insurance for 6 months from the signing of this stipulation. Brian Bell will also make a one-time payment of \$10,000 as a global settlement to Kandus Bell minus one month of rent in the amount of \$1,350.00 allowing time for Kandus to move from the marital home within 30 days of signing this stipulation. Total payment made to Kandus will be \$10,000 - \$1,350= \$8,650.

18. Kandus Bell will be awarded a 20-gauge shot gun and pink .22 rifle when the registration has been changed to her name. Brian will complete the change in owner registration in 30 days from the signing of this stipulation.

19. Former Name: Kandus Rae Bell's name may be restored to her maiden name of Whiting if she so desires.

20. Documentation Cooperation: Each party shall be ordered to sign any and all documents as are required to implement the provisions herein upon request.

21. Mediation: Prior to or concurrent with a Petition to Modify being filed to change any provision of a final decree, the parties must first make a good faith attempt

to offer to resolve the issue through mediation, for which both parties will share the cost equally.

22. Attorney Fees: Each party will pay his or her respective attorney fees.

CONCLUSIONS OF LAW

23. Based upon the foregoing Findings of Fact, the Court concludes as a matter of law that the Court has jurisdiction over the parties and the subject matter of this action, and that the Petitioner is entitled to a Decree of Divorce from the Respondent on the grounds of irreconcilable differences. The Court further concludes that the parties' Stipulation and Agreement is fair and equitable and should be approved and incorporated into the Decree. Accordingly, a Decree of Divorce consistent with the foregoing Findings of Fact should be entered.

Approved as to form:

/s/Kandus Rae Bell

Kandus Rae Bell
Pro se Respondent
(Original signature on file with Schriever Law)

The judge's signature will appear at the top of the first page of this document.

CERTIFICATE OF SERVICE

The undersigned certifies that on the 2nd day of June, 2026 she filed the foregoing DECREE OF DIVORCE using the Court's electronic filing system. The following receives notice via MyCase:

Kandus Rae Bell
kandee418@gmail.com

/s/Haley Ackerman

Paralegal