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Attorney for Joshua Paul Cunningham

IN THE FOURTH DISTRICT COURT
WASATCH COUNTY, STATE OF UTAH

In the matter of the marriage of:

CHELSEA RAE CUNNINGHAM,
Petitioner,

and,

JOSHUA PAUL CUNNINGHAM,
Respondent.

DECREE OF DIVORCE

Civil No: 254500164

Judge: Jennifer A. Mabey

The Court, having received and reviewed the file on record, having received the Declaration of Jurisdiction and Grounds of Petitioner, and also having received and entered its Findings of Fact and Conclusions of Law, and now being fully advised in the premises, does hereby **ORDER, ADJUDGE, and DECREE** as follows:

DIVORCE

1. The parties are awarded a Decree of Divorce upon the grounds of irreconcilable differences, and the bonds of matrimony now and heretofore existing between the parties should be dissolved. The divorce shall become final upon entry by the Clerk of the

Court.

REAL PROPERTY

2. During the course of the marriage the parties acquired real property at 114 Airport Road, Heber City, Utah 84032.

3. Joshua shall be awarded possession of the marital home until it is sold and shall be responsible for mortgage payment, utilities, and property taxes during that period. Chelsea shall be responsible for the HELOC payment until the home is sold and the proceeds of the sale have been distributed to the parties.

4. The marital home shall be listed for sale. The home shall be sold for fair market value in an arm's length transaction. The parties shall agree on a listing agent and shall follow the listing agent's advice regarding timing, sales price, and any price adjustments.

5. Upon the sale of the marital home, the mortgage and HELOC will be paid off, and the parties will then divide the net proceeds as follows:

a. Joshua shall receive \$53,500 to reimburse him for the HELOC that was used by Chelsea to purchase a vehicle, as outlined in the party's separation agreement.

b. Chelsea shall receive \$6,500 to reimburse her for a portion of the HELOC received by Joshua, as outlined in the party's separation agreement.

c. The parties shall pay off and close the UCCU credit card account ending in 9512.

- d. The parties shall pay off and close the UCCU overdraft protection account ending in 0080.
- e. Joshua shall receive a payout for the increase in equity resulting from his payment of the mortgage since the parties' separation on January 14, 2025. The payout shall be calculated by deducting the mortgage balance due as of the date of closing from the mortgage balance due as of December 31, 2024 (\$203,119.99). The difference in the mortgage owing at the time of sale versus the time of separation shall be distributed to Joshua as an equity increase payout.
- f. The parties shall divide the remaining proceeds equally, with each party receiving fifty percent (50%).

PERSONAL PROPERTY

- 6. The parties shall divide the vehicles as follows:
 - a. Chelsea shall receive the 2020 Ford F-150
 - b. The 2011 Chevy Impala shall be awarded to the parties' daughter.
 - c. The parties' adult children have received the 2004 Ford F-150, and 1996 Chevy Blazer.
- 7. The parties shall divide the personal property and furniture as outlined in Petitioner's Exhibit 1 to the Petition for divorce, with the following exceptions or additions:
 - a. The .270 wooden stock, the .22 LR Remington, and the .20 GA Tristar

shall be awarded to the parties' adult child (Kylee).

b. The .270 camo stock marlin shall be awarded to the parties' adult child (Devin).

8. The parties shall be awarded any other personal property that is currently in their possession.

9. If the parties disagree about the award or distribution of any item of marital property, they shall attend mediation narrowly focused on resolving the division of personal property and attempt to reach an agreement. If the parties are unable to reach an agreement, either party may ask the Court to determine the award of the disputed items of personal property.

DEBTS AND LIABILITIES

10. The parties shall divide the debts and liabilities as follows:

a. Chelsea shall be responsible for the following debts:

i. Sportsman's Warehouse Credit Card in Chelsea's name.

ii. Maurices Credit Card in Chelsea's name.

iii. The vet bill owed to Georgette Cunningham.

iv. One-half of IHC Hospital Bill for Kylee.

v. Any other debt in her individual name.

b. Joshua shall be responsible for the following debts:

- vi. Home Depot Credit Card in the name of Joshua Cunningham.
 - vii. Sportsman's Warehouse Credit Card in the name of Joshua Cunningham.
 - viii. Any other debt in his individual name.
11. A party assuming a particular debt or obligation shall indemnify and hold the other party harmless therefrom.
12. All debts and obligations incurred since the parties separation shall be the responsibility of the party who incurred the particular debt.

FINANCIAL ACCOUNTS

13. The parties' financial accounts shall be divided as follows:
- a. Joshua shall receive the Glacier Family of Banks accounts and any other account in his individual name.
 - b. Chelsea shall be awarded her UCCU account and any other accounts in her individual name.
 - c. The parties shall equally divide their UCCU joint account and Joshua may remove Chelsea's name from the account to continue using it. If Joshua is unable to remove Chelsea's name from the account, then it shall be closed.

RETIREMENT

14. The parties have earned retirement during the marriage. Each party shall be entitled to the proceeds of their respective retirement plans without claim from the other.

ALIMONY

15. No alimony shall be awarded now or in the future.

MISCELLANEOUS

16. Each party shall be 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.

17. The parties shall enter into a mutual restraining order, preventing either party from committing domestic violence against the other, attempting to commit domestic violence, harassing, disparaging, and etc. to the other party.

18. The Petitioner shall be allowed to be restored to her maiden name or whatever other name should she so choose.

19. Each party shall pay their own attorney fees.

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

FIRST PAGE

APPROVAL AS TO FORM:

Electronically Signed with Permission

/s/ Erin Dickerson

Erin Dickerson

Attorney for Petitioner

RULE 7 NOTICE

Please be advised that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure, if you wish to file an objection to the form of the proposed order, you must do so within 7 calendar

days after service of the proposed order. The party preparing the proposed order shall file upon being served with an objection or upon expiration of the time to object.

DATED this 1st day of September 2026.

OLD TOWN LEGAL SERVICES, PLLC

/s/ Lauren Forsyth
Lauren Forsyth
Attorney for Respondent

CERTIFICATE OF DELIVERY

I hereby certify that on this 1st day of September 2026, I delivered a true and correct copy of the foregoing to the following, via email:

Erin Dickerson
Attorneys for Petitioner

/s/ Jana Clukey