The Order of the Court is stated below:
Dated: October 16, 2026 03:48:08 PM **/s/** JARED ELDRIDGE
District Court Judge

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IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH – PROVO DEPARTMENT

In the matter of the marriage of: ADRIENNE FISHER, and DAVID RUSH.	**DECREE OF DIVORCE** Civil No.: **264300059** Commissioner: **Ito** Judge: **Eldridge**

BASED UPON the *Findings of Fact and Conclusions of Law* filed herewith**,** IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Residency: David is a bona fide resident of Utah County, State of Utah, and has been for three months immediately prior to the filing of this action.

2. Marriage Statistics: The parties were married on June 8, 2019, in Payson, Utah, United States and are presently married. The parties separated on or about February 13, 2025.

3. Grounds: The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

4. Child. No children have been born as issue of this marriage and none are expected.

5. Real Property. During the course of the marriage, the parties acquired real property located 2512 E 1610 S, Spanish Fork, Utah.

a. David shall have temporary possession of the property during the pendency of the sale and maintain the home in sellable condition. David shall pay all liabilities (mortgage, property taxes, utilities, home insurance) associated with the home until the sale.

b. **Listing Agent.** The parties agree to continue to use Sheri Booth as the Real Estate agent.

c. **Preparation of the Residence.** Husband shall oversee preparing the Residence for sale. In doing so, Husband shall follow Realtor's reasonable recommendations. Realtor's current recommendations, as stated in Realtor's written update dated 9/14/26, include:

i. Finishing drywall repairs and painting;

ii. Continuing care of the front and back lawn;

iii. Cleaning up the flower beds and adding bark or mulch where feasible; and

iv. Decluttering the Residence in the priority order Realtor recommended: the main floor, the primary suite, the rest of the second floor, the basement, and the office/living room next to the entry.

v. Clean and/or replace the carpet, as recommended by the realtor starting with cleaning.

vi. Professional deep cleaning of the home prior to pictures being taken for the listing.

vii. Professional tree trimming as recommended by the realtor.

viii. Consistent with Realtor's advice, the existing fixtures in the primary bathroom shall not be replaced unless Realtor later recommends otherwise.

d. **Flexibility to Adjust.** The parties recognize that preparing a home for market is ongoing work, and Realtor's recommendations may change as it progresses. Husband may change the scope, sequence, or method of the preparation work as reasonably necessary, as long as the change is consistent with Realtor's advice or approved by Realtor and done within the timeline herein. Husband shall not be required to perform repairs, improvements, or other work that Realtor has not recommended.

d. **Target Date.** Husband shall have the residence ready for showings, as determined by Realtor, by October 31, 2026, unless agreed upon in writing by the parties or recommended otherwise by the realtor. A delay caused by circumstances that the realtor confirms, in writing, that is beyond Husband's reasonable control shall not constitute a breach of the Stipulation. The home shall be in marketable condition with showings and pictures by October 31, 2026 as provided herein.

e. **Communication.** Realtor shall provide both parties with an update on progress and next steps at least weekly, currently on Mondays. Any questions or concerns either party have about the sale of the Residence shall be directed through the realtor to Realtor rather than solely between the parties.

f. **List Price and Offers.** The initial list price shall be set based on Realtor's recommendation. Any price reductions and the acceptance of any offer shall be mutually agreed upon by the parties / made in accordance with Realtor's recommendation.

g. **Preparation Costs.** The costs of preparing the Residence for sale shall be equally divided. If either party pays the upfront cost of a repair, they shall provide verification to the other party and shall be reimbursed after the payment of the mortgage from the equity in the home. Each party shall be reimbursed before credit card debt has been paid. Neither party shall be obligated to reimburse for an expense that was not approved by the realtor.

h. Neither party shall unreasonably delay or hinder the sale of the home, including accepting reasonable offers and communicating with the realtor timely.

i. The parties agree that the proceeds from the sale of the home shall be used to pay off the balances of the AMEX credit Card, Chase Credit Card, and UCCU credit card as of the date of separation, February 13, 2025. David shall provide actual statements from each of the credit card companies verifying the balances as of February 13, 2025. Any charges after February 13, 2025 shall be David’s

responsibility as he has had sole access to the accounts since approximately June 1, 2025.

j. In sum, the home equity shall be divided as follows:

a. First, to pay all closing costs and realtor fees;

b. Second, to retire the mortgage obligation to Onity;

c. Third, to reimburse each party for the documented repairs recommended by the realtor.

d. Fourth, to pay off the balances of the AMEX credit Card, Chase Credit Card, and UCCU credit card as of the date of separation, February 13, 2025.

e. Finally, any remaining equity shall be equally divided.

6. Personal Property. The parties agree on a permanent basis that the personal property now in their respective possessions shall be awarded to that party. The party in possession may dispose of any property in any way they determine. The division shall also include the following:

Item Description:	*Awarded to:*
Adrienne's personal effects	Adrienne
David's personal effects	David
Wedding Ring 1	Adrienne
Wedding Ring 2	Adrienne
Aunt's Furniture	Adrienne
2011 Toyota Sienna	Adrienne
2008 Nissan Altima (Premarital)	David
1991 Toyota Land Cruiser (Purchased with Premarital	David

Funds)	

a. Each party shall be solely responsible for any and all debts and liabilities associated with the personal property items they are awarded, holding the other party harmless therefrom.

b. David shall sign title of the 2011 Sienna within seven (7) days of signing the stipulation.

7. Debts. During the period of their marriage the parties have incurred certain debts and obligations. The Court shall enter orders regarding the equitable division of the debts and obligations. Each party shall assume, indemnify, and hold the other harmless from liability on, the following debts:

Debt Description:	*Obligation of:*
All Debts in Adrienne's Name Only	Adrienne
All Debts in David's Name Only	David
Amex Credit Card	Balance paid off with sale of marital home as of February 13, 2025. David shall be responsible for any balance over the balance at separation.
Chase Credit Card	Balance paid off with sale of marital home as of February 13, 2025. David shall be responsible for any balance over the balance at separation.
UCCU Credit Cards	Balance paid off with sale of marital home as of February 13,

	2025. David shall be responsible for any balance over the balance at separation.
Nelnet Student Loans	David
FM Olympic Student Loans	David
Discover Credit Card	Adrienne

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, it is just and proper that 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 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.

8. Financial Accounts. The financial accounts shall be divided as follows:

Description of account and balance	*Awarded to:*
MACU 0514-01 (David and Adrienne joint) $1.00	Close and equally divide balance as of date of closing.
Zions 2809 (David) $12,726	David (this is where paycheck is deposited)
Goldenwest CU (Adrienne and Patrick Hansen)	Adrienne
First Tech Federal CU (Adrienne)	Adrienne
America First CU 6010 (Adrienne)	Adrienne
UCCU Line of Credit (-$800)	½ each
Alpine Credit Union (joint if still open) $200	½ each

9. Retirement Accounts.

Description of account and balance	*Awarded to:*
Principal 522016 Adrienne ($174,180)	Adrienne
Northwestern Mutual (Adrienne) ($191,377)	Adrienne

10. Alimony. Adrienne shall be awarded a monthly alimony sum of $2,250 per month, to begin the month after the home is sold and equity is distributed. Alimony shall be paid for a period 34 months and shall only terminate upon the death of either party, or Adrienne's remarriage or cohabitation as defined by Utah law. This shall be paid via direct bank transfer from David to Adrienne.

11. Documents: Both parties shall sign whatever documents are necessary to implement the Decree of Divorce.

12. Drafting. Both parties have participated actively in the drafting and revising of the Stipulation. Both parties have had an opportunity to read the stipulation and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties. Each of the parties understands, acknowledges,

and agrees that each of the parties hereto has contributed to the drafting of the Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

13. Full Disclosure: The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury and may be subject to other penalties under the law. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

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

15. Final Stipulation: The Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the Stipulation shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Stipulation is fair and reasonable. There are no questions the parties have to ask or

unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in the Stipulation.

Order is signed when electronically stamped on the first page

Approved as to form:

_____
Spencer Ricks
Attorney for Adrienne Fisher

NOTICE OF INTENT TO SUBMIT ORDER FOR SIGNATURE

PLEASE TAKE NOTICE that the undersigned, attorney for David Rush, will submit the above *Decree of Divorce* to the Fourth District Court for signature, upon the expiration of seven (7) days from the date of this Notice unless written objection is filed prior to that time, pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure.

DATED this 1st day of October, 2026.

/S/ Kristy L. Hanson
KRISTY L. HANSON