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Attorney for Lana Nellsch

IN THE SECOND JUDICIAL DISTRICT COURT COUNTY OF WEBER, STATE OF UTAH, FARMINGTON DEPARTMENT	
IN THE MATTER OF THE MARRIAGE OF: LANA NELSCH and BOBBY EARL NELSCH	DECREE OF DIVORCE Case No.: 254701564 Judge: David J. Williams Commissioner: Julie Winkler

1. 1. Petitioner, Lana Nellsch, having filed a Petition for Divorce in the above-captioned matter on October 9, 2025.
2. 2. Respondent Bobby Nellsch was served with process on October 14, 2025, and filed an Answer on November 5, 2025.
3. 3. The parties have resolved all issues between them and have submitted a Stipulation and Settlement Agreement dated August 17, 2026, requesting entry of a decree based thereon.

4. 4. The parties have no minor children.
5. 5. At least 30 days have elapsed since the filing of the Petition.
6. 6. The Court having reviewed the Stipulation, the supporting affidavits, and the record, and having previously entered its written Findings of Fact and Conclusions of Law;

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

1. 1. DIVORCE: That the parties are granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.
2. 2. NAMES: Because the parties share the same last name, they are referred to by their first names to avoid confusion, meaning no disrespect by the apparent informality to-wit: ["Lana"] and ["Bobby"]. Janson v. Janson, 2019 UT App 106.
3. 3. CHILDREN: That there are no minor children at issue.
4. 4. REAL PROPERTY.
 - a. a. The parties shall sell the home and real property ["Home"] located at 1946 W 200 S West Point, Utah 84015.
 - b. b. The parties shall cooperate in good faith to prepare, market, and sell the Home. The parties shall mutually agree upon a licensed

realtor and an initial listing price. The parties shall accept any reasonable offer for the purchase of the Home.

- c. c. If the parties are unable to agree upon a licensed realtor to sell the home, Lana shall choose three different licensed realtors and send their information to Bobby for consideration. Bobby shall choose a licensed realtor from the three (3) realtors provided by Lana.
- d. d. The parties agree that the fair market value of the Home is approximately \$477,000 and there remains a mortgage of approximately \$134,014.56, leaving the total equity in the amount of \$342,985.44. After payment of the mortgage, customary closing costs, realtor commissions, title charges, and any other costs associated with the sale of the Home, the net proceeds shall be divided equally between the parties, with each party receiving fifty percent (50%) of the net proceeds. Based upon the current estimated equity, each party's estimated share would be approximately \$171,492.72. subject to adjustment based upon the final sale price, current outstanding mortgage amount, and actual closing costs.
- e. e. The Home shall be listed for sale within sixty (60) days of the entry of the Decree of Divorce. Both parties shall timely execute all documents necessary to facilitate and complete the sale of the Home.
- f. f. Until the Home is sold and the sale is finalized, the parties shall each pay one half of the associated mortgage, property taxes,

insurance, utilities, and all other obligations associated with the Home.

g. Bobby shall assume sole responsibility for any and all methamphetamine remediation costs, testing costs, repairs, or related expenses that may be required in connection with the sale of the Home. Such costs shall be paid by Bobby and shall not reduce Lana's share of the net proceeds from the sale.

h. In the event the parties are unable to agree upon a listing price, price reduction, or acceptance of an offer within seven (7) days of a written proposal by either party, the realtor shall make the determination, and the parties shall comply with the realtor's recommendation.

i. In the event the Home is not sold on the open Market within one hundred and twenty (120) days from the date the home is listed on the open market, the parties shall cooperate and sell the home to the highest cash buyer mutually agreed upon by the parties. In the event the parties are unable to agree upon a cash buyer, Lana shall solicit three offers from three separate cash buyers and send the three offers to Bobby for consideration. Bobby shall choose an offer from the three cash buyers provided by Lana.

j. 5. BUSINESSES:

k. a. Each party is awarded their respective businesses, if any,

including but not limited to all income, accounts, assets, debts, liabilities, etc, free and clear of any claim of the other and shall indemnify and hold the other harmless from any liability associated therewith.

l. 6. PERSONAL PROPERTY:

- m. a. That each party is awarded the personal property currently in their possession, free and clear of any claim from the other.
- n. b. Each party is awarded their own vehicles including any and all debt associated therewith.
- o. c. In addition, Lana is awarded the following items: any and all premarital property, the 2013 Ford Focus, her bedroom furniture, the furniture in the home, all televisions, all holiday décor, all other décor in the home, kitchen furniture, kitchen accessories, pots, pans, and small appliances.
- p. d. Bobby is awarded the following items: any and all premarital property, 2004 Ford F-350 Truck, the 2006 Ford F-350 Truck, the 4-wheeler, the utility trailer, weights, 1979 Ford Mustang, toy hauler, and any and all equipment and tools related to any businesses that Bobby currently owns and operates.
- q. e. Any property not specifically awarded the other party as outlined above, is awarded to the party in possession of said item, unless otherwise agreed to in writing by the parties.

- r. f. That any other marital property shall be equitably divided between the parties. If the parties are unable to agree to further distribution then the parties shall mediate any dispute thereto prior to bringing the action before the court.
- s. g. This property shall be exchanged within thirty (30) days of entry of the Decree of Divorce.
- t. h. The parties shall refinance the vehicles to get the other party's name off the debt, if necessary, within 60 days of entry of the Decree of Divorce and shall indemnify and hold the other harmless therefrom.
- u. 7. BANK ACCOUNTS:
 - v. a. Each party is awarded their own separate bank accounts, free and clear of any claim of the other.
 - w. b. The parties represent that there are no other joint accounts. If there is a joint account, the balance shall be divided equally and account closed within 30 days of entry of the Decree of Divorce.
- x. 8. DEBTS. That the parties acquired debts during the marriage.
 - y. a. That each party will assume, indemnify, and hold the other harmless from liability on any and all debts incurred in their name since the parties separation on September 1, 2024.
 - z. b. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards or using the other party's name or likeness.

- aa. c. 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 should 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.
- bb. d. That any and all debt not disclosed or divided herein shall be the exclusive responsibility of the party that incurred the same regardless of whether used for marital benefit.
- cc. e. 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.
- dd. 9. RETIREMENT ACCOUNTS.
- ee. a. That the parties are awarded their respective retirement and/or pension accounts free and clear of any interest in the other.
- ff. 10. ALIMONY.

- gg. a. Each party is employed and capable of supporting themselves.
As such, no alimony is awarded to either party whether past, present or future and each party is forever barred from asserting a claim of alimony one against the other.
- hh. 11. TAXES. The parties shall file married, but separate tax returns for 2025 and be solely liable for any amounts owed and/or be awarded one hundred percent (100%) of any refunds received, free and clear of any claim of the other.
- ii. 12. MAIDEN NAME. That Lana is restored to her maiden name of Tracy, if she so desires.
- jj. 13. ATTORNEY FEES:
- kk. a. That each of the parties shall pay their own attorney fees and court costs.
- ll. b. That if either party defaults in his or her obligation hereunder or must seek relief from the Court in the enforcement or modification of the Decree of Divorce, the non-prevailing party should be liable to the other party for all reasonable expenses, including attorney fees and court costs actually incurred.
- mm. 14. TRANSFER OF PROPERTY/NOTICE TO CREDITORS:
- nn. a. Each party shall immediately deliver all property awarded to the other party in their possession, and execute all documents/titles necessary to effectuate a property transfer as set forth herein,

including automobile titles, tax forms and/or any other instrument necessary to carry out these terms.

oo. b. Each party shall immediately notify their respective creditors of these terms, the party obligated to each specific debt and make other such reasonable arrangements to implement these terms.

pp. c. Unless otherwise agreed or set forth hereinabove, the foregoing shall be completed within sixty (60) days of the entry of the Decree of Divorce.

***** 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/ Sandy Gallegos (signed with permission)
Bobby Nellsch, Pro Se Respondent
By Sandy Gallegos, authorized agent and
Power of Attorney for Bobby Nellsch

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7, the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

DATED September 21, 2026.

PLLC

Rimrock Law Firm,

/s/ Tyler B. Webb

Tyler B. Webb

Attorney for Lana Nellsch

CERTIFICATE OF SERVICE

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

Bobby Nellsch 985 S 800 W Brigham City, Utah 84302 Nick@renaissanceranch.com	E-Mail Facsimile Hand delivery E-Filed
Sandy Gallegos Authorized Agent and Power of Attorney for Bobby Nellsch mybmw97@msn.com	E-Mail Facsimile Hand delivery E-Filed

The foregoing was performed on September 21, 2026.

/s/ Tabitha Andersen

Law Clerk