



1MITCHELL J. OLSEN JR
Utah State Bar No. 13826
OLSEN & OLSEN Attorneys at Law, LLC
Attorneys for Petitioner
8142 South State Street
Midvale, Utah 84047
Telephone: (801) 255-7176
Mitch@olsenfamilylaw.net

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN AND FOR MILLARD COUNTY, STATE OF UTAH**

In the Matter of the Marriage of KRISTINE F. MCLEAN, Petitioner, and BRUCE A. MCLEAN, Respondent.	DECREE OF DIVORCE Case No. 264700011 Honorable Judge Shawn R. Howell
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The above entitled matter having come before the Court; Petitioner having heretofore filed her Declaration as to Jurisdiction and Grounds for Divorce and Declaration of Military Service; the parties having executed a Stipulation and Settlement Agreement dated May 13, 2026; the Court having heretofore made and entered its Findings of Fact and Conclusions of Law; and upon motion of Mitchell J. Olsen, Jr., attorney for Petitioner, and good cause appearing therefor,

1. Bonds of Matrimony. That the bonds of matrimony heretofore existing between Petitioner, KRISTINE F. MCLEAN, and Respondent, BRUCE A. MCLEAN, be and the same are hereby dissolved.

2. **Alimony.** That it is hereby ordered that Petitioner shall receive \$8500.00 in monthly alimony. Petitioner shall receive said amount for a period of 36 months, or until she remarries, cohabits, or either party dies.

3. Respondent's alimony obligation shall commence June 1, 2026.

4. Respondent shall pay one-half of said obligation by the 5th and 20th of each and every month. Said amount shall be paid by Venmo, direct deposit, or some other electronic transfer.

5. **Real Property.** The parties own a home and real property in Michigan. The home and real property is listed for sale. Petitioner shall manage the sale of the home and will be entitled to all home proceeds. Petitioner will hold Respondent harmless on all liability and obligations associated with the home and real property. Respondent shall sign a quit claim deed transferring all ownership interest to Petitioner. If the deed is not recorded prior to the sale, Respondent will cooperate in executing any and all documents necessary to finalize the sale of the home.

6. The parties own a time share in Aruba. Petitioner is hereby awarded the time share free and clear of any claim by Respondent. Petitioner will hold Respondent harmless from any debts or obligations associated with said time share. If necessary, Respondent will cooperate in executing any and all documents necessary to transfer his ownership interest to Petitioner.

7. **Personal Property.** That during the course of the marriage, Petitioner and Respondent have acquired certain items of personal property.

8. That Petitioner is hereby awarded the following items of personal property, free and clear of any claim by Respondent:

- a. Any items Petitioner brought into the marriage;
- b. Any items received by gift or inheritance during the marriage;

- c. Her personal car; 3
 - d. Her personal effects;
 - e. All personal property currently in her possession.
- f. Any other items agreed to by the parties.

13. That Respondent is hereby awarded the following items of personal property, free and clear of any claim by Petitioner:

- a. Any items Respondent brought into the marriage;
- b. Any items received by gift or inheritance during the marriage;
- c. His primary vehicle;
- d. His personal effects;
- e. All personal property currently in his possession.
- f. Any other item agreed to by the parties.

14. **Savings Accounts and Checking Accounts.** That Petitioner is hereby awarded all the savings accounts and checking accounts in her name free and clear of any claim by Respondent.

15. That Respondent is hereby awarded all the savings and checking accounts in his name free and clear of any claim by Petitioner.

16. That it is hereby awarded the joint account with Incredible Bank shall be equally divided at the time of the entry of the Divorce Decree. Until that time, the parties shall maintain the financial status quo and shall both deposit and expense from said account consistent with normal course during the marriage. Any extraordinary expenses shall be agreed to in writing.

17. **Retirement Accounts, Pension Funds, and Individual Retirement Accounts.** That Petitioner is hereby awarded the retirement accounts, pension funds, and individual retirement accounts in her name free and clear of any claim by Respondent.

18. Respondent has a retirement account with NEAP. It is hereby ordered that said account shall be divided equally between the parties. If a QDRO is needed, the parties shall retain the services of Rori Hendrix to perform said QDRO, with each party responsible for one half of said costs. Until the division of said account, neither party shall withdraw, encumber, or devalue the account in any other way.

19. Respondent has a pension account with IBEW. It is hereby awarded that said account shall be divided equally between the parties. If a QDRO is needed, the parties shall retain the services of Rori Hendrix to perform said QDRO, with each party responsible for one half of said costs. Until the division of said account, neither party shall withdraw, encumber, or devalue the account in any other way.

20. If Respondent has any other retirement account, pension fund, or individual retirement account not listed above, it is hereby ordered that said account shall be divided equally between the parties. The parties will follow the same pattern set forth above to divide any additional accounts.

21. **Debts and Obligations.** That the parties do not believe they have any debts or obligations. However, if there are any debts or obligations, then the parties shall be responsible for the debts and obligations in their own names and shall hold the other party harmless from any liability thereon. If there are any joint debts, then the party who incurred said debt will be solely liable for said debt and will hold the other party harmless from any liability thereon.

22. That the parties shall indemnify and hold each other harmless on all debts and obligations the party is ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. §523(a)(15).

23. That 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 made in a timely manner, the secured

asset should be placed for sale in order to protect⁵ the joint debtors. A party who makes payments on a delinquent debt, which the other party is ordered to pay, may seek reimbursement of the payment of that debt in addition to interest and attorney fees from the other party who failed to timely pay the debt.

24. That the allocation of joint debts is an integral part of the financial settlement and support payments in this proceeding and is considered in the nature of support to the other party. As a result, the parties shall not discharge the debts in bankruptcy if it causes the non-bankrupt party to be liable for the debt. The parties understand that this provision may not be binding on the bankruptcy court.

25. That it is fair and reasonable that each party make their best efforts to remove each other from any joint debts, obligations, loans, etc., by refinancing the debt, obligation, loan, etc., into their sole name.

26. **Attorney Fees and Court Costs.** That it is hereby ordered that the parties shall be responsible for their own attorney fees.

27. **Name Change.** That Petitioner shall be able to restore her maiden name if she so chooses.

28. **Default.** That in the event either party fails to comply with any of the terms and conditions set forth in the Decree of Divorce, it is fair and reasonable that if the court finds a party in default, then the party in default shall be liable to the other party for all reasonable expenses, including attorney fees, incurred in enforcing the terms and conditions of the Decree of Divorce.

29. **Cooperation.** That it is fair and reasonable that Petitioner and Respondent cooperate with the other, through counsel or otherwise, to effect changes in titles to property agreed to be divided herein, to change the names and responsibilities for payment upon the

charge accounts and other debts divided herein, ~~and~~ to cooperate in each and every other way necessary or proper to ensure that the Decree of Divorce is carried out in every detail.

30. **Notice to Creditors.**

- a. Pursuant to §§ 15-4-6.5, 30-2-5 and 30-3-5(1)(c), Utah Code Ann., as amended, the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.
- b. Therefore, the party not obligated to pay a joint obligation shall:
 - i. Send a copy of the Decree of Divorce to each joint creditor he/she is not required to pay as soon as possible.
 - ii. Notify that joint creditor of the current address for each party.
 - iii. Inform that joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract, and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who was not required to pay the debt.

In accordance with the Utah R. Civ. P. 10. (e), the official signature of the court authority who has hereto attached a signature to this order of the court will appear at the top of the first page.

__END OF ORDER__

APPROVED AS TO FORM

/s/ Timothy Barnes

TIMOTHY BARNES

(e-signed by Mitch Olsen w/ permission of
Timothy Barnes, via email, 06.05.2026

Attorney for Respondent