The Order of the Court is stated below:
Dated: October 28, 2026 08:53:21 AM **/s/** CHRISTINE JOHNSON
District Court Judge

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

In the matter of the marriage of: SHAWN NIELSON and ANN MARIE NIELSON	**DECREE OF DIVORCE** Case No: 264402917 Judge: CHRISTINE JOHNSON Commissioner: DUSTIN HARDY

THE ABOVE-ENTITLED MATTER having come before the Court by written stipulation of the parties and an affidavit of grounds and jurisdiction, with the Court having taken all matters herein under advisement and being fully advised in the premises, and having heretofore entered its Findings of Fact and Conclusions of Law, and for good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. ***Residence.*** Petitioner (“Shawn” or “Husband”) and Respondent (hereinafter “Ann” or “Wife”) are each bona fide residents of Utah County, State of Utah.

2. ***Jurisdiction.*** Jurisdiction is proper in this case pursuant to UTAH CODE ANN. §§81-4-401, et al.

3. ***Venue.*** Venue is proper pursuant to UTAH CODE ANN. §§78B-3a-201(1)(b), and 78B-3a-202.

4. ***Marriage Information.*** The parties were married on or about January 17, 2004 in Provo, Utah County, State of Utah.

5. ***Separation.*** The parties separated on or about July 31, 2024.

6. ***Grounds.*** During the course of the marriage, irreconcilable differences have arisen, destroying the legitimate bonds of matrimony and making continuation of the marriage relationship impossible.

7. ***Minor Children.*** The parties do not have any minor children and none are expected.

8. ***Retirement Accounts.*** During the course of the parties' marriage, the parties acquired the following retirement accounts:

a. Alliance (x0227)

b. John Hancock (x4825)

c. URS (Pension)

9. Ann shall be entitled to one half of the total value of the above-described accounts that were accrued between the date that the parties’ marriage on January 17, 2004, and the date of the decree of divorce, including any gains or losses between the time of the divorce and the time of distribution.

10. Prior to the division of the accounts, the parties shall first pay off

any outstanding marital tax debt owed by the parties. Once the tax debts are retired, the accounts shall then divided as described immediately above using a Qualified Domestic Relations Order ("QDRO") or other appropriate legal mechanism. The parties shall equally split the costs to prepare any necessary QDROs.

11. Shawn represents that with the exception of the funds taken out of the retirement for the marriage counseling course (i.e. “the Couple’s Cure”) he has not taken out any other early distributions from his retirement accounts. If it is discovered that Shawn has taken out any other distributions other than for the marriage counseling, those distributions shall come out of Shawn’s share of the retirement funds. Ann Marie shall be entitled to make reasonable requests for statements of the retirement accounts in order to review whether any such distributions were taken.

12. ***Real Property.*** During the marriage, the parties acquired a home located at 3542 W Waterbury Drive, Lehi, UT 84043 (hereinafter the "Marital Home"). The Marital Home shall be disposed of as follows:

13. ***Initial Equity Payment and Valuation.*** Shawn shall pay Ann an amount equal to one-half of the net equity of the Marital Home (appraised value minus the current mortgage balance). This payment may be fulfilled, in whole or in part, by the transfer of funds from Shawn's share of the retirement account to Ann. To determine the appraised value, Ann shall, within seven (7) days of this Agreement, provide Shawn a list of five (5) qualified appraisers. From that list, Shawn shall select two (2) appraisers and

designate one as the primary appraiser and the other as the secondary appraiser. The parties shall equally share the cost of the primary appraisal. If either party is dissatisfied with the primary appraisal, that party may, at their own expense, hire the secondary appraiser. The appraised value shall be the primary appraisal value, or the average of both appraisals if a secondary is obtained.

14. ***Temporary Use and Possession.*** Shawn is awarded exclusive use and possession of the Marital Home for up to thirty-six (36) months from the date of this Agreement, or until the home is sold, whichever is earlier. During this period, Shawn shall be solely responsible for and indemnify Ann from all mortgage payments, property taxes, insurance, utilities, and maintenance costs.

15. ***Refinance and Second Appraisal.*** Shawn may choose to refinance the Marital Home at any time within the thirty-six (36) months. The appraisal obtained by the lending institution shall be used to determine value. If Ann is not satisfied with the lender's appraisal, she may, at her own expense, hire a new appraiser to conduct a second appraisal. To do so, Shawn shall provide Ann a list of five (5) qualified appraisers, from which Ann will select one (1). The appraised value for the refinance shall be the average of the lender's appraisal and Ann's appraisal.

16. ***Sale of Property.*** If Shawn is unable to refinance or elects to sell the home, the parties shall cooperate to place the home on the market for sale. Shawn shall provide Ann a list of five (5) real estate agents, from

which Ann will select one (1). If the parties cannot agree on an offer, the selected real estate agent shall have the final say.

17. ***Second Distribution.*** Shawn shall pay to Ann a second distribution if the home's value has increased. If Shawn refinances, and the net equity (new appraised value minus current mortgage balance) is greater than the net equity determined in subparagraph (a), Shawn will pay Ann one-half of the increase. Similarly, if the home is sold and the net sales proceeds (sales price minus all costs of sale) are greater than the net equity calculated in subparagraph (a), Shawn will pay Ann one-half of the difference. If the new value in either scenario is less than or equal to the initial net equity, Ann is not required to reimburse Shawn.

18. ***Personal Property.*** During the parties' marriage, the parties acquired personal property. The parties should be awarded said marital property as follows with any equity equitably divided between the parties:

Item description:	**Awarded to:**
2013 Ford Taurus	Ann
2006 Ford F-150 Truck	Shawn
Popup Tent Trailer	Shawn
Side by Side Vehicle	Shawn
Flat Bed Trailer	Shawn
Harley Davidson Motorcycle #1	Shawn
Harley Davidson Motorcycle #2	Shawn
2 wedding rings	The children

19. The parties should be awarded the exclusive use, possession and ownership of the personal property items listed above in the table, including the associated debts and liabilities, and should indemnify and hold the party harmless therefrom.

20. ***Separate Property.*** The parties should also be awarded all non-marital property, owned and possessed prior to the marriage.

21. ***Inheritance.*** Each party shall be awarded as their sole and separate property any and all inheritance received from a parent or other ancestor, regardless of whether such inheritance was received during the marriage or if the other party was also named as a beneficiary.

22. ***Remaining Personal Property.*** All other personal property should be equitably divided between the parties as they agree, as they have already divided it, or as ordered by the Court.

23. ***Alimony.*** In contemplation of the global property settlement described immediately below, neither party shall pay the other party alimony, and each party waives any claim to alimony now and forever.

24. ***Global Settlement Award.*** Shawn shall pay to Ann an amount of $10,000. Shawn may pay this amount to Ann either in a lump sum within 30 days of the signing of this Agreement or in payments over five (5) months starting the first month after the signing of this Agreement.

25. ***Bank Accounts.*** The parties should divide their bank accounts as follows:

a. ***Individual Accounts.*** Each party shall be awarded all

accounts in their individual names as their sole and separate property free and clear of any claim by the other party; and

b. ***Joint Accounts.*** Any and all bank accounts, savings accounts, checking accounts, investment accounts, or any other financial accounts held jointly in the names of both parties shall be divided equally between the parties and the parties should cooperate to close such accounts and distribute the proceeds.

26. ***Debts and Obligations.*** The parties should divide known debts as follows:

27. ***Specific Debts:*** The following debts should be awarded as follows:

Description	**Awarded To**
Ann’s Student Loans	Ann
Marital Tax Liabilities	Paid out of retirement accounts in accordance with paragraph 9 herein.

28. ***Individual Debts.*** Each party should be responsible for any debt or obligation that the party acquired prior to the marriage or since separation.

29. ***Marital Debts and Obligations.*** If there are any additional marital debts or obligations, such other debts should be divided between the

parties equally.

30. ***Notification of Creditors.*** A party who is responsible for joint debt, obligation and liability, should notify respective creditors or obligees regarding the division of said debts, and regarding the parties' separate, current addresses.

31. ***Indemnification.*** The party to whom a debt or obligation is assigned should indemnify and hold the other party harmless from any and all claims, demands, liabilities, losses, costs, and expenses, including attorney's fees, arising from or related to such debt or obligation.

32. ***Name Change.*** If Ann desires to change her last name back to her maiden name of "DeMille", the Decree of Divorce should act as her name change order.

33. ***Documentation.*** Each party shall be ordered to execute and deliver such documents as are required to implement the provisions of orders to be entered by the Court, including removing the other party from any debts for which a party is responsible. The parties shall cooperate reasonably with each other, in person or through counsel to implement the final Court orders. Each party shall provide continuing assurance, upon reasonable request, of compliance with all provisions hereof, and the terms of the final Decree.

34. ***Attorney Fees.*** Each party shall pay their own individual attorney fees and costs incurred in this action.

35. Entry of Divorce. Petitioner is awarded a Decree of Divorce

from Respondent on the grounds of irreconcilable differences, the same to become final upon entry.

JUDICIAL SIGNATURE AND DATE OF ORDER APPEAR ON TOP OF FIRST PAGE OF THIS DOCUMENT

NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

Pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure, you are hereby notified that the forgoing will be sent to the Court for signing upon the expiration of 7 days after the order is served, unless a written objection is filed with the Court prior to that time.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served as indicated below, the 28th day of September 2026 to the following:

Blaine Edwards	[ ] U.S. Mail, postage prepaid [ ] Facsimile [ ] To be served [X] E-Mail: [X] Court e-file

/s/ Andrew Fackrell