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*Attorney for Petitioner*

**IN THE THIRD JUDICIAL DISTRICT COURT  
OF TOOELE COUNTY, STATE OF UTAH  
74 S. 100 E. #14, Tooele, UT 84074**

In the Matter of the Marriage of:

CAROL AGNEW,

Petitioner,

and

JACK AGNEW,

Respondent.

**DECREE OF DIVORCE**

Civil No. 264300117

Judge L. DOUGLAS HOGAN

Commissioner RENEE BLOCHER

THIS MATTER came before the Court on the stipulation of the parties and on Petitioner's Request to Submit for Decision. Pursuant to Utah Code §81-4-406, Petitioner submitted a declaration in which jurisdiction and grounds for divorce were established.

The Court, being fully advised in the premises and now, for good cause appearing, having previously entered its Findings of Fact and Conclusions of Law, enters the following Decree of Divorce.

**DECREE OF DIVORCE**

1. Divorce. Petitioner, Carol Agnew, is awarded a Decree of Divorce from Respondent, Jack Agnew, on such grounds of irreconcilable differences.

2. Residency. Petitioner is and was a bona fide resident of Tooele County, State of Utah, on the date this action was filed and for 3 months immediately prior thereto.

3. Marriage. The parties were married on September 25, 2009, in Tooele, Tooele County, Utah, and are presently married.

4. Separation. The parties separated on or about July 9, 2021.

5. Grounds. During the marriage, the parties experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship.

6. Children. There are no minor children of this marriage

7. Personal Property. All personal property not specifically addressed herein shall be divided in an equitable manner, as determined by the court or the parties in mediation. If any debt is associated with personal property, the party awarded the property shall pay the debt and indemnify and hold harmless the other party for all debt associated with such property.

8. Petitioner's Personal Property. Petitioner shall be awarded all right, title, and interest, as well as liability, if any, in the following property free and clear from any claim by Respondent:

a. Vehicles:

i. 2018 Chevrolet Equinox

ii. 2010 Ford Focus.

b. Financial Accounts:

i. Chartway Credit Union checking, savings, and line of credit #2078.

ii. Zion's Bank savings account #4026

9. Respondent's Personal Property. Respondent shall be awarded all right, title, and interest, as well as liability, if any, in the following property free and clear from any claim by Petitioner:

a. Vehicle:

i. 2010 Chevrolet Silverado.

ii. Harley Davidson motorcycle.

b. Financial Accounts:

i. Capital One savings account #7003

10. Non-Specified Property. All personal property not specifically addressed herein shall be divided as the parties can agree. If they cannot agree on how to divide the personal property, they shall return to mediation prior to seeking the assistance of the court. If any debt is associated with personal property, the party with possession of the property must pay the debt and indemnify and hold harmless the other party for all debt associated with such property.

11. Debts. The parties acquired marital debt. Any marital debt not listed below shall be distributed in an equitable manner, either by the court or by the parties in mediation. Any debt incurred by the parties after their separation shall be the responsibility of the party who incurred the debt, unless the debt was

incurred due to a lack of support from the other party. The following debts shall be divided as indicated:

a. Petitioner:

- i. Chartway credit card #4079
- ii. Discover credit card #2699
- iii. Capital One credit card #7050
- iv. American Express cards #11007 and 11008
- v. JC Penney credit card #1552
- vi. Capital One Kohl's #1480

b. Respondent:

- i. Discover credit card #7833
- ii. Wells Fargo card #5463
- iii. Harley Davidson loan

12. Credit. Neither party will access or use any means of credit which obligates the other party. If any such accounts are discovered, they must be closed immediately and paid in full by the party who incurred the debt.

13. Real Property. The parties own the following real property, which shall be awarded to Petitioner, free and clear of any interest of Respondent.

The parties shall execute a loan assumption/transfer through their lender, Valon Mortgage. Once Petitioner has assumed the loan, Respondent shall execute a quitclaim deed transferring his interest in the property to Petitioner.

Alternatively, Respondent will remain on the title and the loan until Petitioner has paid

off the mortgage loan in its entirety. Respondent shall then execute a quitclaim deed transferring his interest in the property to Petitioner. If Petitioner defaults on the mortgage loan, the parties shall list the home for sale with an agreed-upon realtor within 30 days of the default.

When and if the house sells, Respondent shall receive \$40,000 from the net sale proceeds.

a. Marital Home:

- i. Address: 5630 N. Oakmont Court, Stansbury Park, UT 84074
- ii. Tax Identification Number:
- iii. Parcel Number: 12-030-0-0309
- iv. Legal Description: LOT 309, VILLAGES AT STANSBURY PLAT 1 PH 3 AMD, A SUBDIVISION OF TOOELE COUNTY (WAS 12-6-301 OUT OF 5-37-22) 0.20 AC

14. Alimony. Both parties are self-sufficient and neither shall be awarded alimony.

15. Retirement Money. Each party shall be awarded those retirement accounts in his or her own name, free and clear of any interest of the other party.

16. Maiden Name. Petitioner shall be restored to her maiden name of "Olson" if she so desires.

17. Duty to Sign Documents that Implement Decree of Divorce. Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. If a party fails to execute a document within 60 days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document

pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

18. Mediation Required Prior to Modification. Prior to any Petition being filed to change any provision of the final Decree of Divorce, the parties must attempt to resolve the issue through mediation.

19. Attorney Fees and Other Costs. Each party shall be responsible for his/her own costs and fees incurred herein.

20. Acknowledgement of Agreement. Each party acknowledges that he or she understands this stipulation and that it represents the entire agreement between the parties.

**\* \* \* \* \* END OF ORDER \* \* \* \* \***

*(Court's signature will appear at the top of the first page)*

Approved as to form:

/s/ Jack Agnew (by Michael Mickelson  
with permission via email on 05/05/2026  
Jack Agnew, Respondent

#### **RULE 7 NOTICE**

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 May 5, 2026.

**CALDWELL FILLER & GRAYSON**

/s/ Michael A. Mickelson  
Michael A. Mickelson, *Attorney*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served in the manner indicated below on May 5, 2026, to those indicated below:

Jack Agnew, <i>Respondent</i> jack4830@hotmail.com	<input type="checkbox"/> U.S. Mail, postage prepaid <input type="checkbox"/> Hand-delivery <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> Email <input type="checkbox"/> E-filed
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**CALDWELL FILLER & GRAYSON**

/s/ Hannah Sherwood  
Hannah Sherwood, *Paralegal*