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IN THE THIRD JUDICIAL COURT FOR SALT LAKE COUNTY

STATE OF UTAH

450 S. State Street, Salt Lake City, UT 84111

In the Matter of the Marriage of SHIRLEE J. MILLER Petitioner & TIMOTHY J. MILLER Respondent	DECREE OF DIVORCE Civil No. 264903690 Judge Coral Sanchez Comm. Kim H. Luhn
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The above-entitled matter came on before the Honorable Coral Sanchez, District Court Judge, for the entry of Findings of Fact and Conclusions of Law and the Decree of Divorce, without a hearing and based upon the Stipulation and Property Settlement Agreement (“Stipulation”) between Petitioner Shirlee J. Miller (“Shirlee”) and Respondent Timothy J. Miller (“Tim”), being fully informed in the premises and for good cause shown, the Court having entered its Findings of Fact and Conclusions of Law:

NOW, THEREFORE, HEREBY ORDERS, ADJUDGES AND DECREES:

A. The parties are awarded a Decree of Divorce to become final upon signature by the Court and entry into the registry of judgments.

B. The parties entered into the Stipulation resolving all pending issues in this matter, which is already on file with the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED:

Paragraphs 1-4 unused.

5. **Real Property:**

5.1. During the course of the marriage the parties acquired an interest in two (2) parcels of real property, to wit:

428 Maple Street
Colon, Utah 49040
(hereinafter referred to as the “Michigan Home”)

3327 S. 6290 W.
West Valley City, Utah 84128
(hereinafter referred to as the “Utah Home”)

5.2. In consideration of the agreements made herein, Tim shall be awarded the Michigan Home as his sole and separate property. Tim shall solely assume any and all costs related to the Michigan Home and shall hold Shirlee harmless therefrom.

5.3. In consideration of the agreements made herein, Shirlee shall be awarded the Utah Home as his sole and separate property. Shirlee shall solely assume any and all costs related to the Utah Home and shall hold Tim harmless therefrom.

5.4. Tim shall relocate from the Utah Home as soon as reasonably possible, but in no case more than sixty (60) days from the date of this Stipulation. Upon relocating from the Utah Home, Tim shall be restrained from coming around the Utah Home unless express authorized by Shirlee in writing.

6. **Personal Property:** Shirlee and Tim shall cooperate in equitably dividing the personal property that remains in the Utah Home in accordance with the following:

(i) Shirlee and Tim shall each be awarded their personal effects, jewelry, clothing and personal items;

(ii) Shirlee and Tim shall each be awarded their vehicle and shall assume all costs related to including, but not limited to, the underlying loan, insurance and maintenance and shall hold the other harmless therefrom;

(iii) All home fixtures, built-ins and major appliances shall remain with the Utah Home;

(iv) Tim shall be awarded all personal property located at the Michigan Home and the following personal property located at the Utah Home: his fishing gear, pictures, his guns/safes, his camping gear, his books, his jade plants, his tv, his mother's desk, his small generator, his tools, his work knives, the ashes of Ken and Buster, the treager grill, the small trailer, 2 yellow extension cords and the vacuum sealer.

(v) Except as otherwise identified above, Shirlee shall be awarded all personal property remaining at the Utah Home.

7. **Financial Accounts:** Per the mutual agreement of the parties, the parties maintained separate financial accounts. Thus, there are no joint financial accounts in which to divide. Shirlee and Tim shall each be awarded the financial accounts held in their respective names and shall hold the other harmless therefrom.

8. **Debts:** Per the mutual agreement of the parties, the parties maintained

separate debts. Thus, there are no joint debts in which to be divided. Shirlee and Tim shall be allocated their separate debts as held in their respective names and shall hold the other harmless therefrom. In the event a joint debt is discovered, the party who incurred or benefitted from said debt shall be solely responsible and shall hold the other harmless therefrom.

9. **Alimony:** Both parties are fully capable of supporting themselves and, therefore, neither party should be awarded alimony from the other both now and in the future.

10. **Business Interests:** Shirlee shall be awarded all interest she may have in any businesses and Tim shall be awarded all interest he may have in any businesses. There are no marital business interests in which to divide.

11. **Retirement Accounts:** During the course of the marriage Shirlee and Tim acquired various interests in retirement accounts. In consideration of the agreements made herein, Shirlee and Tim shall each be awarded their respective retirement accounts free and clear from the other.

12. **Equalization Payment:** In consideration of the agreements made herein, and so as to equalize the allocation of assets in this divorce, Shirlee shall pay Tim \$50,000. Said payment shall occur as follows: (1) Shirlee shall pay Tim \$10,000 within thirty (30) days of the signing of this Stipulation, and (2) Shirlee shall pay Tim \$40,000 within sixty (60) days after Tim's relocation from the Utah Home.

13. **Deeds and Titles:** Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

14. **Medical Insurance:** Tim shall be entitled to remain on Shirlee's medical insurance until the entry of the forthcoming Decree.

15. **Drafting:** Both parties have participated actively in the drafting and revising of this stipulation. Both parties and their counsel 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 this Stipulation, and no provision shall be construed against any party as being the draftsman thereof. This 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.

16. **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. 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.

17. **Attorneys, Fees and Costs:** Both parties have had the opportunity to consult with an attorney or have otherwise waived said right. Each party should be ordered to assume his or her own costs and attorney's fees incurred in this action.

18. **Maiden Name:** Shirlee shall be entitled to return to her maiden name of “Draper” should she so choose.

19. **Final Stipulation:** This 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 this 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 this Stipulation.

IT IS SO ORDERED.

** In accordance with the Utah State District Courts E-filing Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order. **

APPROVAL AS TO FORM FOR ENTRY WITH THE COURT:

/s/ Shirlee Miller (signed w/permission via email)

Shirlee J. Miller

Petitioner

Date: July 17, 2026

/s/ Tim Miller (signed w/permission via email)

Timothy J. Miller

Respondent

Date: July 17, 2026

CERTIFICATE OF SERVICE

I hereby certify that on this the 17th day of July 2026, that I served true and correct copies of the foregoing **Decree of Divorce** via email to the following:

Shirlee J. Miller

Petitioner

Email: shirlee64@yahoo.com

Timothy J. Miller

Respondent

Email: tim.jtmills38@gmail.com

HOLMAN LAW PLLC

By: /s/ David T. Holman

David T. Holman

Appearing on a Limited Basis