

The Order of Court is stated below:

Dated: October 15, 2015  
11:37:34 AM

/s/ David Hamilton  
District Court Judge



CRAIG P. HELGESEN #12547  
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**IN THE SECOND JUDICIAL DISTRICT COURT  
DAVIS COUNTY, STATE OF UTAH**

BETH MILLER,

Petitioner,

vs.

PATRIC EARL MILLER,

Respondent.

**DECREE OF DIVORCE**

Case No. 154700260

Judge: David Hamilton  
Commissioner: Catherine Conklin

COMES NOW the Petitioner, BETH MILLER, by and through her counsel of record, Craig P. Helgesen, testimony verifying Petitioner's residency status, marriage statistics, and grounds for divorce was entered by Petitioner's Petition; the Court having reviewed Petitioner's Petition and the parties' Stipulation and being fully advised and having heretofore entered the Findings of Fact and Conclusions of Law, now, therefore it is hereby ORDERED, ADJUDGED AND DECREED:

**DIVORCE**

1. IT IS ORDERED that Petitioner is granted a divorce from Respondent on the grounds of irreconcilable differences, the same to become final upon entry.

### **GROUNDS FOR DIVORCE**

2. IT IS ORDERED that each party shall be granted a divorce from the other on the grounds of irreconcilable differences because the parties have been unable to resolve their marital problems, making continuation of their marriage impossible.

### **ALIMONY**

3. Neither party is awarded alimony now or in the future.

### **PROPERTY DISTRIBUTION AND SETTLEMENT**

4. All real and personal property acquired during the marriage is awarded/divided with the obligations as set forth herein below.

5. Real Property. During the course of the parties marriage, they acquired real property located at 1298 N. 1725 W. Layton, Utah 84041, a residential home (hereinafter after “Layton Home”). The parties also acquired property located at 360 S. 700 E. Clearfield, Utah 84015 (hereinafter “Clearfield Home”). The parties also acquired a cabin located at 1460 Mammoth Creek Drive Hatch, UT 84735.

6. Petitioner is awarded the Clearfield Home including all equity therein, free and clear of any claim or interest of Respondent and subject to any mortgage obligation associated therewith and hold Respondent harmless therefrom. Petitioner shall pay off any and all debt, including but not limited to, mortgage(s), encumbrances, and any and all other debt owing on or related to this property no later than 120 days of entry of the Decree of Divorce. Respondent shall sign a quit claim deed conveying all his interest in the Clearfield Home to Petitioner within ten (10) days after any and all debt and encumbrances on this property have been paid off by

Petitioner.

7. Respondent is awarded the Layton Home including all equity therein, free and clear of any claim or interest of Petitioner and subject to any mortgage obligation associated therewith and hold Petitioner harmless therefrom. As Respondent will not qualify to refinance this property and remove Petitioner's name from the loan obligation until after he is no longer obligated on the loans/debt associated with the Clearfield Home, no later than 120 days after Petitioner pays off any and all debt owing on and related to the Clearfield Home, Respondent shall remove Petitioner's name from the loan obligation on the Layton Home by refinancing the property into his own name. Respondent may assume the mortgage so long as Petitioner's name is completely removed from the mortgage and Petitioner is released from all present and future liability on the mortgage. Petitioner agrees to sign a quit claim deed conveying all her interest in the Layton Home to Respondent upon proof that Respondent is eligible to refinance the property.

8. Respondent is awarded the cabin in Hatch, Utah free and clear of any claim by Petitioner. Petitioner shall sign a quit claim deed conveying all her rights, title, and interest in the cabin to Respondent within 10 days of entry of the Decree of Divorce.

9. Personal Property. Petitioner is awarded as her sole and separate property free and clear of any interest from Respondent the following personal property described below:

- a. 2007 Pontiac Grand Prix (Petitioner and Respondent to pay associated loan obligation as described below)

- b. The America First Credit Union account ending in 7647 including all checking accounts, savings accounts, credit accounts, and debt obligations as described below.
- c. All money in the money market account ending in 9341 for the rental.
- d. 50% of the TOD Oppenheimer funds from Marilyn and Pete.
- e. Pillow top mattress, box spring, frame, upstairs couch, and loveseat from Layton House.
- f. Basement television and stereo/electronic equipment, Keurig, black luggage piece, Christmas tree, Christmas decorations, other holiday decorations, dining room table set, dishes, some of the pans, red recliner, old beaters from Marilyn Chiarello
- g. Futon, bedding, and dresser from upstairs spare bedroom.
- i. All property that belongs to Alex and Amanda.
- h. All of her personal belongings.
- i. 50% (approximately 10,000) of the Worldmark points.
- j. All other personal property not listed that is currently in her possession.

10. Respondent is awarded as his sole and separate property free and clear of any interest from Petitioner the following personal property described below:

- a. All other vehicles not awarded to Petitioner including Red ATV, other ATV's, snowmobiles, trailer, car hauler, camper, car parts, motor, and Harley Davidson.

- b. All guns, ammunition, hunting and camping equipment.
- c. All Respondent's personal items that are for his hobbies.
- d. Respondent's personal property.
- e. 50% of the TOD Oppenheimer funds from Marilyn and Pete.
- f. 50% (approximately 10,000) of the Worldmark points.
- g. All money in the America First Credit Union account ending in 0378, including all checking accounts, saving accounts, credit accounts, and debt obligations associated with that account as described below.
- h. The Dodge Stratus
- i. All his personal belongings
- j. All other personal property not listed that is currently in his possession

11. The Petitioner and Respondent based upon their joint stipulation, shall give the Oldsmobile Cutlass Supreme and sign over the title conveying their joint interest therein to their adult daughter, Alex.

12. All family heirlooms from the cabin shall be given to Marilyn Chiarello. Any item(s) will only be considered a family heirloom if mutually agreed upon by both parties, and if the parties do not mutually agree that an item will be considered a family heirloom, then the item will be awarded to Respondent since the parties agree that he is to be awarded the cabin. Each party individually and jointly, shall be obligated to ensure delivery of these items of property to Marilyn.

13. The Petitioner and Respondent shall give their treadmill to Alex.

14. As full and final settlement to the division of marital property, Respondent is awarded the following:

a. Respondent shall pay to Petitioner a lump sum amount of cash in the amount of \$50,000. This lump sum shall be paid to Petitioner by Respondent within 120 days of execution of their settlement agreement.

b. The Court enters an award to payee, Beth Ann Miller, whose Social Security Number is XXX-XX-8707, who has an address of 360 S. 700 E., Clearfield, Utah 84015, a lump sum payment in the amount of \$100,000, and the allocation of said \$100,000 to be distributed to payee, Beth Ann Miller, from the Uniformed Services Thrift Savings Plan, Account Number 9204763802100 of Patric E. Miller, whose Social Security Number is XXX-XX-4456, who has a permanent address of 1298 N. 1725 W. Layton, Utah 84041.

15. The court approves the parties stipulation and orders that Petitioner and Respondent shall each provide money to Alex for school purposes. Petitioner shall provide \$2000 to Alex and Respondent shall provide \$4000 to Alex.

16. Each party effectively sign over his or her interest in any property awarded to the other thereby conveying all interest to the party to whom the personal property or asset shall be awarded to.

#### **RETIREMENT ASSETS**

17. During the course of the marriage, the Petitioner and the Respondent have

acquired a marital interest in retirement accounts, pension funds, or individual retirement accounts through their employment and/or contributions from marital funds to individual retirement accounts. The parties shall divide the retirement accounts as described in this section.

18. Petitioner is awarded an amount equal to 45% of Respondent's Military Retirement benefits.

19. Both Petitioner and Respondent are eligible for retirement benefits under the Federal Employee Retirement System (FERS) based on employment with the United States Government and also a Thrift Savings Plan (TSP). Except as set forth in paragraph 14.b of this settlement agreement, the parties stipulate and agree that Petitioner will be awarded as her sole and separate property the FERS retirement and TSP accounts in her own name and Respondent will be awarded as his sole and separate property the FERS retirement and TSP accounts in his own name. Except as set forth in paragraph 14.b of this settlement agreement, neither party shall have any interest or rights now or in the future to the other party's FERS or TSP retirement accounts.

20. Both Petitioner and Respondent currently have a Roth IRA account in their own names. Each party shall retain, free and clear of any claim by the other, all interest in their own Roth IRA accounts. Petitioner waives any and all rights and/or claims to Respondent's existing Roth IRA retirement accounts, including any Survivor or Death Benefit and Respondent waives any and all rights and/or claim to Petitioner's existing Roth IRA retirement accounts, including any Survivor or Death Benefit.

## DEBTS AND OBLIGATIONS

21. The parties shall divide the marital debts as described below in this section.

22. Except as otherwise set forth in this document, the parties will each be responsible and will indemnify and hold the other party harmless for all debts and obligations incurred by the party individually or since the parties' separation. The parties will also be respectively responsible for the obligations associated with the respective real properties and personal properties awarded to them above unless otherwise specified below.

23. Petitioner shall pay the following debts and obligations:

a. Any debt obligation or line of credit associated with the America First Credit Union account ending in 7647. (At the present time, Petitioner does not have any debt obligations associated with this account.)

b. Loan obligation associated with Clearfield home.

c. One-Half of the loan balance associated with Petitioner's 2007 Pontiac Grand Prix.

24. Respondent shall pay the following debts and obligations:

a. Any debt obligation or line of credit associated with the America First Credit Union account ending in 0378.

b. One Half of the current loan obligation associated with Petitioner's 2007 Pontiac Grand Prix. Respondent shall pay his share of



this loan off in a lump sum payment within 30 days of execution of this agreement and sign the title over to Petitioner. The current loan amount is estimated to be \$8703. This loan was financed to pay for the Worldmark timeshare points. Respondent is paying this loan in exchange for his 50% of the use of the timeshare points.

c. Auto Loan associated with Respondent's vehicle, RV, ATV and any other vehicle awarded to Respondent. Currently the loans at America First under the account ending in 0378 are the following:

•2005 Hybrid Tent Trailer, Loan #1 - Est balance of \$2554.07

- RV Loan, Loan #2 - Est balance of \$5700.82
- Auto Loan, Loan #3 - Est balance of \$5364
- Harley Davidson, Loan #7 - Est balance of \$7650
- Line of Credit (AFCU) - Est balance of \$0

d. The loan obligation associated with both the Layton Home and the Cabin.

25. Both parties shall notify all creditors regarding the division of debts, assignment of payment liabilities and the name and current address of both parties.

#### **NOTICE TO CREDITORS**

26. Pursuant to Utah Code Ann. §§15-4-6.5, 30-2-5 and 30-3-5(l)(c) (1953 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. Therefore, each party should:

- a. Send a copy of the Decree of Divorce to each creditor he/she is not required to pay as soon as possible;
- b. Notify the joint creditor of the current address for each party;
- c. Inform the 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 is not required to pay the debt.

#### **MISCELLANEOUS**

27. The parties shall file their 2014 State and Federal Taxes as married filing jointly claiming both children living in the home as dependents. The parties shall share equally in any tax obligations or tax refunds. If there is a tax refund, the amount shall be directly deposited into the account ending in 9341 and then divided equally.

28. For the taxes in future years, subject to Federal Tax Law and the parties child over 18 remaining eligible to be claimed as a dependent, the parties shall alternate claiming their child

as a dependent on their Federal and State tax returns with Respondent claiming Alex in 2015 and Petitioner claiming Alex in 2016.

29. Respondent shall carry both girls on his medical insurance policy with his employer as long as they remain eligible.

30. Each party is ordered to execute and deliver to the other party without cost any documents necessary to implement the provisions of the Decree of Divorce entered by the Court.

#### **COSTS AND ATTORNEYS FEES**

31. Each party will be individually responsible for payment of their own costs and attorneys fees incurred in this matter.

WHEREFORE, Judgment shall be entered accordingly.

Signed and Dated by the Court at the Top of Page One.

**Approved as to Form:**

*/s/ Rachel Peirce* \_\_\_\_\_

Rachel Peirce

Attorney for Respondent- electronically signed with permission

**RULE 7 CERTIFICATE**

*The undersigned hereby certifies that a true and correct copy of the foregoing Decree of Divorce was sent to the following individual in the manner so indicated below on this 24<sup>th</sup> day of September, 2015. The Undersigned further requests that the Order be signed and entered as submitted pursuant to Rule 7 of the Utah Rules of Civil Procedure at the expiration of seven days.*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 24th day of September, 2015, I caused a true and correct copy of the foregoing to be e-mailed, to the following:

Rachel Peirce  
[rachel.peirce@utahlaw-smart.com](mailto:rachel.peirce@utahlaw-smart.com)

/s/ Brooke A. Bune  
Paralegal