



T. JAKE HINKINS (11669)
DAVID OVERSON (19846)
ANDERSON | HINKINS
881 West Baxter Drive
South Jordan, UT 84095
Tel (801) 930-0290
Fax (888) 381-9657
jake@andersonhinkins.com
david@andersonhinkins.com
Counsel for Petitioner

IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR WASATCH COUNTY, STATE OF UTAH	
In the matter of the marriage of SHELLEY DALEBOUT, Petitioner, and SCOTT R DALEBOUT, Respondent.	DECREE OF DIVORCE Case No. 264500033 Judge Jennifer A. Mabey

This matter comes before the Court for final entry of the Decree of Divorce. The Court having reviewed the parties' Stipulation and having previously entered its Findings of Facts and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

GROUND FOR JURISDICTION

1. Petitioner is a bona fide resident of Wasatch County, State of Utah.
2. Respondent is a resident of Wasatch County, State of Utah.

1. The parties maintained their marital domicile for more than six months in the State of Utah.
3. Utah has jurisdiction to decide this matter and venue is proper in this Court.

MARRIAGE AND SEPARATION

2. The parties are husband and wife, having been married on the 19th day of August 1992.

GROUND FOR DIVORCE

3. During the course of the marriage the parties have experienced difficulties, expressing by word and/or conduct that the original purposes of the marriage are no longer being pursued, preventing the parties from pursuing a viable marriage relationship and rendering continuation of their marriage undesirable and impossible, the same irreconcilable differences being sufficient grounds for divorce pursuant to § 30-3-1(3)(h), Utah Code Annotated. Accordingly, the parties are hereby granted a divorce, which will become absolute upon entry.

CHILDREN

4. The parties have children that are no longer minors.

LIFE INSURANCE

4. Respondent shall maintain in full force and effect a current life insurance policy on his life with benefits of at least \$125,000 with Petitioner named as the sole beneficiary until such time as his spousal support obligation has been fulfilled.

TAXES

5. The parties will file tax returns for 2026 separately. In anticipation of potential capital gains tax from the sale of the marital home, the parties have set aside \$530,000. Those funds may be used by each party up to the amount of the allocable capital gains attributable to each party. If any of the \$530,000 remains after funds have been allocated for capital gains taxes, then any remaining funds will be split with Petitioner receiving 84.33% and Respondent receiving 15.67%. If capital gains taxes from the sale of the marital home exceed \$530,000, then the parties will pay their own allocable capital gains tax that remains unpaid from the \$530,000. The parties shall also be responsible for their own respective income tax burden beyond what is outlined in this paragraph.

SPOUSAL SUPPORT

6. Respondent has historically made a significant income, and has the ability to pay spousal support. Petitioner is not able to meet her needs and to

support the lifestyle she has enjoyed during the course of the marriage without spousal support.

7. Accordingly, Respondent shall pay to Petitioner spousal support in an amount of \$1,000 per month beginning July 1, 2026 until July 1, 2036. In the alternative, Respondent may make one annual payment of \$12,000 each year by a date agreed upon by the parties for a 10-year duration beginning July 1, 2026. The amount and duration of spousal support are negotiated terms that both parties have agreed are fair and reasonable based on the parties' current situation and shall not be deviated down regardless of employment or lack thereof.

8. During the course of the marriage, the parties have acquired certain real property.

- a. The parties' marital home located at 2681 River Meadows Dr., Midway, UT 84049, Utah has been sold and the cash proceeds shall be allocated \$1,809,323 to Petitioner and \$336,162 to Respondent.

PERSONAL PROPERTY

1. During the course of this marriage the parties have acquired personal property that shall be divided equitably between the parties.

1. The parties shall equally divide all monies in any joint checking and savings accounts, excluding the \$25,000 cash proceeds to each party that has already been distributed from the sale of the marital home.
5. Respondent is awarded the GMC Acadia, Toyota Truck and Ford Explorer.
9. Within sixty (60) days after entry of the Decree of Divorce, Respondent shall purchase for Petitioner a new 2026 Lexus RX350 Premium+ vehicle. The vehicle shall be titled solely in Petitioner's name and shall be for Petitioner's sole and exclusive possession and use. The vehicle will not be encumbered by any loan against the vehicle.
10. The parties own a Lexus IS300 that shall be given to the parties' daughter for her exclusive possession and use.
6. Petitioner is awarded:
 - a. Her personal effects and belongings;
 - b. All assets contained in any bank account (specifically including, but not limited to, banks, credit unions, money markets, stock brokerage, or the like) in her name;
 - c. All property brought into the marriage by Petitioner;
 - d. Family Heirlooms.
1. Respondent is awarded:
 - a. His personal effects and belongings;

- b. All assets (except retirement accounts) contained in any bank account (specifically including, but not limited to, banks, credit unions, money markets, stock brokerage, or the like) in his name;
- c. All property brought into the marriage by the Respondent;
- d. Family Heirlooms.

EXISTING DEBTS

- 1. All joint credit card debt has been paid off and retired.
- 2. The parties shall be responsible for any outstanding debts held solely in their respective names, and any debt incurred by them individually since the time of separation.
- 11. Other debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.
- 12. Delinquency in Payments: 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 paid in a timely manner, the secured asset must be

placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

13. Pursuant to Utah Code Annotated § 30-3-5(1)(c)(ii), Utah Code Annotated, the parties shall notify respective creditors or obligees, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

14. No New Debt: Neither party will incur any new debt, obligation, lien, encumbrance, or financial liability that binds, obligates, or negatively affects the other party. Neither party will use the other party's name, credit, Social Security number, signature, account information, or authority to obtain credit or incur any financial obligation. Neither party will incur, place, or allow any new debt, lien, encumbrance, loan, security interest, or other financial obligation against any jointly owned property, including any real property, vehicle, personal property, business asset, or other asset in which both parties have an ownership interest, unless the parties first agree in writing or the Court orders otherwise. Each party will be solely responsible for any debt or obligation incurred in violation of this provision and will indemnify and hold the other party harmless from the same.

RETIREMENT AND INVESTMENT ACCOUNTS

15. Any and all retirement and investment accounts shall be equally divided from the marriage date to the date of the entry of the divorce decree, and the costs thereof will be equally shared by the parties.

16. Specifically, Petitioner shall receive 50% of Respondent's Traditional and Roth IRAs. Respondent shall receive 50% of Petitioner's Roth IRA. Pursuant to Internal Revenue Code Section 408(d)(6), the parties agree that the Traditional Individual Retirement Account(s) and Roth Individual Retirement Account(s) awarded herein shall be transferred incident to divorce and shall not constitute a taxable distribution to either party. The account custodian is directed to transfer the awarded portion directly by trustee-to-trustee transfer into an Individual Retirement Account established in the name of the receiving spouse. The transfer shall be made without withholding and without distribution of funds to either party. The transferring spouse shall have no further interest in the portion transferred. Such transfer is intended to be non-taxable and shall not be treated as a distribution. The parties shall execute all documents required by the financial institution within ten (10) days of receipt. The transfer shall be completed as soon as administratively possible. If any financial institution requires a separate

Transfer Incident to Divorce Instrument, Letter of Instruction, or other documentation to implement the transfer contemplated herein, both parties shall promptly execute such documents. The intent of this Order is that all transfers qualify as tax-free transfers incident to divorce under Internal Revenue Code Section 408(d)(6).

BUSINESSES

17. The parties have a business, which operates under the name of Mexico Ypora. Respondent is the sole owner of the business as of the entry of the decree of divorce and is solely responsible for any debts or taxes owing in the business or related to the business.

18. Within thirty (30) days from the date of the entry of the decree of divorce, Respondent shall take all actions necessary to remove Petitioner's name from all business records and shall release, indemnify, and hold Petitioner harmless from any and all liability, obligations, or debts associated with the business.

19. Outstanding tax preparation fees for 2025 tax filing will be split 50/50.

MISCELLANEOUS

20. The parties shall equally divide the credit card points on all jointly owned and business credit cards accumulated as of the date of entry of the decree of divorce.
21. Respondent shall be responsible for paying the car insurance premiums and monthly phone bill for the parties' son, Matthew, until he turns 26 years old.
22. Respondent shall maintain health insurance for the benefit of the parties' son, Matthew, until he turns 26 years old.
23. Respondent shall maintain health insurance for the benefit of Petitioner until she is gainfully employed and obtains health insurance through her employer, or Respondent will pay for her health insurance premiums if Petitioner is not able to stay on Respondent's health insurance.
24. Both parties shall be ordered to provide each other with current contact information, including addresses and telephone numbers.
7. Both parties shall be restrained from harassing or making threats toward the other party.
25. Each party shall be restrained from making any false allegations or accusations against the other party.
26. If she so desires, Petitioner shall be entitled to change her legal name

back to her maiden name.

ATTORNEY FEES

27. The parties will each be responsible for their own attorney fees and costs associated herewith.

DOCUMENTS

28. Each party shall execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of the divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek 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.

[The Court's signature and seal appear at the top of the first page.]

APPROVED AS TO FORM:

/s/ Jake Hinkins

T. Jake Hinkins

Counsel for Petitioner

/s/ Scott Dalebout

Scott Dalebout

Respondent

[E-signed with express permission given via
email on 08/19/2026]

RULE 7(j)(4) NOTICE

Notice is hereby given that this proposed order is being submitted to the court for entry eight days from the date of service. Any objection to the order must be submitted within seven (7) days.

Dated this 18th day of August 2026.

ANDERSON | HINKINS

/s/ Jake Hinkins

T. Jake Hinkins

Counsel for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of August 2026, I caused a true and correct copy of the foregoing to be served on the following by the method indicated:

Scott Dalebout
scottdalebout@gmail.com

Email

/s/ Meredith Farrell
