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Attorney for Sally Dalton

IN THE SECOND JUDICIAL DISTRICT COURT

COUNTY OF WEBER, STATE OF UTAH, OGDEN DEPARTMENT

IN THE MATTER OF THE MARRIAGE OF:

SALLY S. DALTON

and

THOMAS T. DALTON

DECREE OF DIVORCE

Case No.: 264900446

Judge: Craig Hall

Commissioner: Brandon Richards

Sally S. Dalton ["Sally"] having filed a Petition for Divorce against Thomas T. Dalton ["Thomas"], and the parties having reached a final resolution by filing a Stipulation resolving all issues; and the Court having entered its written Findings of Fact and Conclusions of Law with this Decree;

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

1. **DIVORCE:** That the parties should be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.
2. **NAMES:** Because the parties share the same last name, they are referred to by their first names to avoid confusion, meaning no disrespect by the apparent informality to-wit:

Petitioner [“Sally”] and Respondent [“Thomas”]. Janson v. Janson, 2019 UT App 106.

3. CHILDREN: The parties have no minor children.

4. MESQUITE REAL PROPERTY: The Parties agree that the home and real property located at 957 Diamond Circle Mesquite, Nevada is awarded to Thomas, together with all equity therein, as his sole and separate property free and clear of any claim or interest of Sally; with this property being awarded to him subject to all debt and encumbrance thereon, which he shall hold Sally harmless from.

- a. Thomas is solely responsible for the mortgage payments, taxes, insurance, all utilities, and routine/regular upkeep and maintenance in connection with the property.
- b. Thomas shall refinance, assume or otherwise finance the mortgage and HELOC loans on the property in order to remove Sally from these obligations. In connection with this, the parties shall use a common broker/loan officer in order to coordinate Thomas’ obligation to remove Sally from the loans associated with this property and Sally’s obligation to remove Thomas from the loan associated with the Plain City Property identified below, with attorney Cragun to submit a list of three proposed and qualified individuals to attorney Washburn by August 5, 2026, and attorney Washburn to select an individual from the proposed list and notify attorney Cragun of the selection in writing within two weeks of receipt of the list.

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- c. In conjunction with Thomas removing Sally from the mortgage and HELOC loans, Sally shall execute a quitclaim deed (or other type of deed if required by a lender) in order to deed the property to Thomas in its entirety.
- d. Should Thomas fail to remove Sally from the mortgage and HELOC obligations, then the property shall be promptly listed for sale and sold. In the event of a sale of the property, the following provisions shall apply:
 - i. Thomas shall solely handle all aspects of the sale, including selection of a realtor and the terms of the sale. Sally shall cooperate fully with the listing and sale, including signing a listing agreement with the realtor of Thomas' choice, and signing off on any other documents required in relation to the listing and sale. Both parties shall exercise every reasonable and good faith effort to sell the property and cooperate with the realtor in all respects in order to sell the property in a timely fashion including accommodating showings and following the reasonable recommendations of the realtor regarding pricing.
 - ii. Thomas shall be solely responsible for all costs of the sale, including closing costs, and commissions.
 - i. Upon the sale of the property, the sale proceeds shall be used to pay in full and retire the mortgage and Heloc loans; together with paying the costs of the sale, including closing costs and commissions.

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ii. Thomas is awarded all remaining net proceeds from the sale.

5. PLAIN CITY REAL PROPERTY: That the home and real property located at 3105 West 3150 North in Plain City, Utah shall be awarded to Sally, together with all equity therein, as her sole and separate property free and clear of any claim or interest of Thomas; with this property being awarded to her subject to all debt and encumbrance thereon, which she shall hold Thomas harmless from.

- a. Sally is solely responsible for the mortgage payments, taxes, insurance, all utilities and routine/regular upkeep and maintenance in connection with the property.
- b. Sally shall refinance, assume or otherwise finance the mortgage loan on the property in order to remove Thomas from the obligation. In connection with this, the parties will use a common broker/loan officer in order to coordinate Sally's obligation to remove Thomas from the loan associated with this property and Thomas' obligation to remove Sally from the loans associated with the property identified at Paragraph 4 above, with attorney Cragun to submit a list of three proposed and qualified individuals to attorney Washburn by August 5, 2026, and attorney Washburn to select an individual from the proposed list and notify attorney Cragun of the selection in writing within two weeks of receipt of the list.
- c. In conjunction with Sally removing Thomas from the mortgage loan, Thomas shall execute a quitclaim deed (or other type of deed if required by a lender) in order to deed the property to Sally in its entirety.

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d. Should Sally fail to remove Thomas from the mortgage obligation, then the property shall be promptly listed for sale and sold. In the event of a sale of the property, the following provisions shall apply:

i. Sally shall solely handle all aspects of the sale, including selection of a realtor and the terms of the sale. Thomas shall cooperate fully with the listing and sale, including signing a listing agreement with the realtor of Sally's choice, and signing off on any other documents required in relation to the listing and sale. Both parties shall exercise every reasonable and good faith effort to sell the property and cooperate with the realtor in all respects in order to sell the property in a timely fashion including accommodating showings and following the reasonable recommendations of the realtor regarding pricing.

ii. Sally shall be solely responsible for all costs of the sale, including closing costs, and commissions.

iii. Upon the sale of the property, the sale proceeds shall be used to pay in full and retire the mortgage loan; together with paying the costs of the sale, including closing costs and commissions.

iv. Sally is awarded all remaining net proceeds from the sale.

2. PERSONAL PROPERTY: The parties have heretofore divided the personal property among themselves by agreement and each party shall keep the personal property in his or her

possession as of the date of this Stipulation as a full and complete division of personal property, with the exception of the following items which are presently in Sally's possession but are awarded to Thomas*:

- Gracie the dog (already received)
- Sadie the dog
- KJ's, Anna, and Ernie's ashes with their collars and footprints
- Dog steps from bedroom (2 sets)
- His automobile and all keys and fobs
- Entertainment center
- Kitchen table (she has kitchen bar and stools)
- If there is a box of family photos in the garage, Thomas is awarded ½ of the photos
- All of his clothing, shoes, toiletries
- The following firearms: Browning rifle w/scope, 22 rifle, black Browning shotgun and Walther pistol – these firearms will be released to Drew and be retained in Drew's possession
- All of DVDs
- The DVR
- The smoker
- The garage table from the Mesquite home that is currently at the Plain City home
- ½ of blankets, pillows, towels, sheets
- ½ of kitchen dishes, glasses, cups, silverware
- Rice cooker
- Tea maker
- Old cast aluminum roasting pan
- The following artwork: two Native American pictures and the wildlife pictures, if any
- Tom's new tool box
- Tom's golf clubs
- The bed and night stands in Tom's room
- One television – the one that is not in use sitting on the floor is fine
- Love seat and recliner

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- ½ of the craft supplies stored in the garage, with the exception of the acrylic paints, which are awarded to Sally
- CNC crafts Machine
- Drill press
- Table saw
- 2 plastic lifetime tables
- Battery charger, if located
- Small air compressor
- One shovel
- ½ of tools (Tyrel can divide them into two halves and they each get one)
- Hitachi battery powered drill with accessories
- Any items that are very clearly Tom's personal property should be returned to him

*Mandie and Tyrell may be allowed to come into the home to assist with packing up the items of personal property awarded to Tom and moving them out of the home. Drew is not allowed to come into the home, but may be outside the home to assist with moving and loading items outside the home. Tom is solely responsible for the costs to move/transport the items, together with all associated costs. A date and time for the items to be picked up and moved shall be coordinated through legal counsel.

7. VEHICLES:

- a. Sally is awarded the 2012 GMC Acadia as her sole and separate property free and clear of any claim or interest of Thomas; subject to all debt, liability and encumbrance thereon, which she shall hold him harmless from. By August 21, 2026, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.

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b. Thomas is awarded the 2008 Cadillac as his sole and separate property free and clear of any claim or interest of Sally; subject to all debt, liability and encumbrance thereon, which he shall hold Sally harmless from. By August 21, 2026, the parties shall cooperate in order to exchange and sign off on title(s) as necessary. This vehicle is located at the real property in Plain City, therefore a date and time for the vehicle to be picked up and moved shall be coordinated through legal counsel.

2. DEBTS: The debts shall be divided as follows:

a. Sally:

i. R.C. Willey.

ii. Any credit cards solely in her name, any debts incurred solely by her and/or in her name, and any debts incurred solely by her since the date of separation on 3/2/26.

iii. Her own medical and dental expenses.

b. Thomas:

i. AFCU Visa (#4489) - Sally shall be removed from the account by August 21, 2026, and shall not make any charges to the account. Both parties shall cooperate in order to complete and sign any forms required in order to remove Sally from the account.

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- ii. GWCU Visa (#0716) - Sally shall be removed from the account by August 21, 2026, and shall not make any charges to the account. Both parties shall cooperate in order to complete and sign any forms required in order to remove Sally from the account.
 - iii. Any credit cards solely in his name, any debts incurred solely by him and/or in his name, and any debts incurred solely by him since the date of separation on 03/02/2026.
 - iv. His own medical and dental expenses.
 - c. Each party shall indemnify and hold the other party harmless from the debts and obligations assigned to them above.
3. AFCU LOAN: The loan owing to AFCU for the mortgage on the real property in Mesquite, NV shall be handled as follows:
- a. The loan is in both parties' names and both parties are jointly obligated on the loan.
 - b. Commencing the month of August of 2026, Thomas shall be solely responsible to service the monthly mortgage payments on the loan pending a refinance/other financing/assumption or sale of the property in Mesquite.
 - c. In the event of a refinance/other financing/assumption, Sally shall be removed from the obligation and Thomas shall be solely responsible for the obligation.

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d. In the event of a sale, the loan shall be satisfied and paid in full out of the sale proceeds, thereby extinguishing the obligation.

4. AFCU HELOC: The loan owing to AFCU for the Heloc on the real property in Mesquite, NV shall be handled as follows:

a. The loan is in both parties' names and both parties are jointly obligated on the loan.

b. Commencing the month of August of 2026, Thomas shall be solely responsible to service the monthly Heloc payments on the loan pending a refinance/other financing/assumption or sale of the property as addressed in Paragraph 4 above.

c. In the event of a refinance/other financing/assumption, Sally shall be removed from the obligation and Thomas shall be solely responsible for the obligation.

d. In the event of a sale, the loan shall be satisfied and paid in full out of the sale proceeds, thereby extinguishing the obligation.

5. PENNY MAC LOAN: The loan owing to Penny Mac for the mortgage on the real property in Plain City shall be handled as follows:

a. The loan is in both parties' names and both parties are jointly obligated on the loan.

b. Commencing the month of August of 2026, Sally shall be solely responsible to service the monthly mortgage payments on the loan pending a refinance/other financing/assumption or sale of the property as addressed at Paragraph 5 above.

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- i. In the event of a refinance/other financing/assumption, Thomas will be removed from the obligation and Sally will be solely responsible for the obligation.
- ii. In the event of a sale, the loan will be satisfied and paid in full out of the sale proceeds, thereby extinguishing the obligation.

6. RETIREMENT/PENSION/INVESTMENT ACCOUNTS: Each party is awarded any and all retirement, pension and investment assets, interests and accounts in their own name, together with all funds therein as their sole and separate property free and clear of any claim or interest of the other party. In connection with this, each party shall terminate the survivor annuity on their respective federal pensions, to eliminate that benefit to the other party.

7. BANK ACCOUNTS: The financial institution accounts shall be handled as follows:

- a. The joint accounts at AFCU (#4489) and GWCU (#0716), together with all funds therein and liabilities thereon, are awarded to Thomas as his sole and separate property free and clear of any claim or interest of Sally. The parties shall cooperate in order to complete and sign any forms necessary to remove Sally from the accounts, which shall be completed by August 21, 2026. Sally shall not make any withdrawals, transfers or debits of any kind from the accounts.
- b. Sally is awarded the GWCU (#3378) and MACU accounts in her name, together with all funds therein and liabilities thereon as her sole and separate property free and clear of any claim or interest of Thomas.

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- a. Sally shall pay to Thomas the total sum of \$1,000.00 for his share of the MACU account addressed at Paragraph 13(b) above, which shall be tendered to him by 5:00 p.m. on 07/29/2026.

14. TAXES: Taxes shall be handled as follows:

- a. All state and federal tax returns for 2025 and prior joint filings are concluded and resolved without any outstanding issues, and all tax liability, refunds and stimulus funds have been allocated to the mutual satisfaction and agreement of the parties.
- b. If any stimulus funds are issued in the future, which are based upon any joint tax filing, the parties shall share equally any such funds that are received. Whichever party receives the funds, that party shall promptly notify the other party in writing and tender to the other party that party's one-half share of the funds within one week of receipt.
- c. Commencing with the 2026 calendar tax year and each year thereafter, the parties shall file separate state and federal tax returns, with each party to be entitled to retain any refunds issued in relation to their individual returns free and clear of any claim or interest of the other party and solely responsible for any and all state and federal liabilities relating to their respective individual returns.
- d. Sally shall pay to Thomas the total sum of \$1,848.00 for his share of the 2025 tax refund, which shall be tendered to him by 5:00 p.m. on 07/29/2026.

2. HEALTH INSURANCE: There are no joint health insurance policies. Each party shall be

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solely responsible for their own health insurance coverage at their sole cost.

3. AUTO INSURANCE: There are no joint auto insurance policies. Each party shall be solely responsible for their own automobile insurance coverage at their own cost.

4. WHOLE LIFE INSURANCE OR ANNUITY POLICIES: There are no whole life insurance or annuity policies with any cash value. Each party is awarded all term life insurance policies owned by them, in their names, and/or issued/provided through their own employer and/or employment; with each party under an affirmative duty to change their beneficiary designations accordingly.

5. ALIMONY: Commencing the month of August 2026, Sally shall pay alimony to Thomas in the sum of \$833.33 per month, for a term/period of twenty-four months. Alimony shall be paid in two equal monthly installment payments of one-half on or before the fifth of each month and one-half on or before the twentieth of each month. Alimony shall terminate earlier than the twenty-four-month term upon the death of either party, or upon Thomas' re-marriage or co-habitation; whichever should first occur.

6. MAIDEN NAME: That Sally is restored to her maiden name **SHAW**, if and when she so desires.

7. MUTUAL RESTRAINING ORDER: The parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party (this provision shall not be construed to prohibit

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consensual contact between a party and family members of the other party). Any and all communication between the parties shall be civil. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

8. ATTORNEY FEES: The parties shall each pay their own attorney fees and costs incurred in this matter.

9. MISCELLANEOUS PROVISIONS:

- a. This agreement will settle all claims and issues between the parties. Accordingly, the parties expressly waive all such claims and interests, which are hereby extinguished.
- b. Both parties shall execute all documents required in order to effectuate the terms of this Decree.

***** END OF DOCUMENT *****

COURT SIGNATURE AND DATE APPEAR AT THE TOP OF FIRST PAGE

Rule 7 Notice

Pursuant to Utah Rules of Civil Procedure 7(j)(4), the proposed Order will be filed with the above-entitled court seven days after service upon you and submitted to the District Court Judge for signature. Your Objection, if any, must be filed with the Court within seven (7) days after service.

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Approved as to form and content:

By signing below, I also give approval and authorization for counsel to electronically sign this document on my behalf when it is e-filed with the Court.

/s/Kimberly D. Washburn

Kimberly D. Washburn
Attorney for Respondent

CERTIFICATE OF SERVICE

I do hereby certify that I delivered a true and correct copy of the foregoing to the following as outlined herein;

Kimberly D. Washburn
Brown Family Law LLC
8915 S 700 E, #203
Sandy, UT 84070
Kimberly.w@brownfamilylaw.com

E-Mailed
Facsimile
Hand delivery
E-Filed

The foregoing was performed on August 24, 2026.

/s/ Tammy Cragun
Paralegal

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