The Order of the Court is stated below:
Dated: November 03, 2026 05:04:19 PM **/s/** RONALD G. RUSSELL
District Court Judge

Ally Jamerson (17621)
FONTENOT LAW, P.C.
1596 S. 500 W. Suite #200
Woods Cross, Utah 84010
Tel: (801) 312-9330
Fax: (801) 383-9612
ally@utahlawpro.com
Attorney for Petitioner

IN THE DISTRICT COURT OF UTAH

SECOND JUDICIAL DISTRICT, MORGAN COUNTY

48 West Young Street, Morgan, Utah 84050

In the Matter of the Marriage of: **CANDY HIGBEE,** Petitioner, and **MICHAEL HIGBEE,** Respondent.	**DECREE OF DIVORCE** Case No. 264500050 Judge: Ronald Russell Commissioner: Julie Winkler

Petitioner, **CANDY HIGBEE**, by and through her counsel of record, Ally Jamerson of Fontenot Law, hereby submits the following Decree of Divorce. The court, having entered its Findings of Fact and Conclusions of Law, and now being fully advised in the premises, and for good cause shown, does hereby find and order the following:

DIVORCE

1. The parties shall be granted a Decree of Divorce, final upon entry, severing the bonds of matrimony heretofore existing between the parties upon the grounds of irreconcilable differences, pursuant to Utah Code Annotated § 81-4-405(1)(h).

REAL PROPERTY

2. The parties' marital home is located at 653 North 950 East, Morgan, Utah 84050. The parties

further have water rights associated with this home (County Tax ID: 01-004-389-05). Respondent shall be awarded exclusive ownership of the marital home and the associated water rights, subject to Respondent paying Petitioner her marital share of equity in the home, as follows:

a. Petitioner shall vacate the home by January 1, 2027. Until Petitioner vacates the home, the parties shall equally share in all payments related to the home, including but not limited to the mortgage, utilities, taxes, and insurance. Once Petitioner vacates the home, Respondent shall be awarded sole use and possession of the home and shall immediately be solely responsible for all payments related to the home as listed above, including any upkeep or maintenance. Each party shall timely pay their respective obligations to ensure no delinquencies, defaults, or negative impact to the other party's credit.

b. Within six (6) months of signing the Stipulation and Agreement, Respondent shall refinance the home to have Petitioner's name removed from the mortgage. Respondent may obtain a mortgage assumption and HELOC in lieu of refinancing the home, if this option is recommended by Freedom Mortgage and Petitioner is fully removed from any and all debt associated with the home in the designated time frame.

c. Within thirty (30) days of the closing of the refinance of the home or within sixty (60) days of closing on the assumption, Respondent shall pay Petitioner one-half (1/2) of the equity in the home as a single lump-sum payment.

d. The equity in the home shall be determined by the appraised value at the

time of refinance or assumption, minus the outstanding amount on the current mortgage with Freedom Mortgage.

e. Once Petitioner has received her one-half share of the equity, any claims she has to the marital home and water rights shall be forever waived, relinquished, and discharged. Petitioner shall cooperate in signing any necessary quitclaim deed or other required documentation to transfer the home and/or water rights into Respondent's name.

3. If Respondent is unable to refinance the home and/or he is unable to pay Petitioner her portion of the marital equity within the timeframes outlined above for any reason, the marital home and associated water rights shall be sold, as follows:

a. The marital home shall be promptly listed for sale, and the parties shall work together to sell the home for the best and highest price.

b. The parties shall agree on all terms of the sale, including listing price, accepting or rejecting offers, etc. However, if they are unable to agree, the parties shall retain the services of a realtor and abide by the realtor's recommendations. The realtor shall be instructed to communicate all aspects of the listing and sale process to both parties.

c. If the parties are unable to agree upon a realtor, Petitioner shall provide the names of three (3) realtors to Respondent in writing. Within seven (7) days of receiving the names, Respondent shall select the realtor from that list and notify Petitioner of his selection in writing. If Respondent fails to notify Petitioner of his selection within this timeframe, Petitioner may unilaterally select the realtor.

d. When the marital home is sold, the proceeds shall be applied and divided in the following order: (i) Pay off all debt on the property, to include the current mortgage with Freedom Mortgage; (ii) pay all realtor fees, closing costs, and other costs related to the sale; and (iii) divide any remaining profit equally between the parties, which shall constitute payment of Petitioner's marital share of the equity.

4. Respondent shall be prohibited from incurring any further debt on the marital home unless and until Petitioner is paid her marital share of the equity, unless the debt is for the sole purpose of paying Petitioner her marital share of the equity.

5. Respondent shall be further prohibited from causing any damage to the home or taking any action to reduce the equity in the home unless and until Petitioner is paid her marital share of the equity. Respondent shall be responsible for maintaining the home in good condition for the refinance and/or sale.

6. In the event Respondent defaults on any payments related to the home, including but not limited to the mortgage, utilities, taxes, insurance, etc., prior to Petitioner's payment of equity, the home shall be immediately listed for sale pursuant to paragraph three (3) above. Petitioner may request proof of payment for any cost related to the home and Respondent must provide the proof of payment within twenty-four (24) hours of this request.

7. The parties shall promptly participate in the refinance, assumption, and/or sale process as required by the bank, mortgage holder, title company, realtor, etc. Each party shall promptly sign all documents, titles, deeds, etc. required to facilitate the transfer of property and payment of

equity. Neither party shall delay participation in any capacity that would prevent the effectuation of these terms.

PERSONAL PROPERTY

8. Each party shall be awarded the financial accounts held in their own names, free and clear of any claim by the other party.

9. The parties share joint checking and savings accounts at America First Credit Union. Within thirty (30) days of signing the Stipulation and Agreement, the parties shall work together to close the accounts. In the event any funds remain in the accounts at the time of closing, each party shall be awarded one-half (1/2) of the closing value.

10. Petitioner shall be awarded her 2021 Audi Q5 and shall be solely responsible for any debt or liability related to the vehicle.

11. Respondent shall be awarded the following vehicles and shall be solely responsible for any debt or liability related to the vehicles:

a. 1997 Chris Croft Boat, which is a business asset of Higbee Honey;

b. 1997 Dodge Ram 2500, which is a business asset of Higbee Honey;

c. 2000 Terry Camper, which is a business asset of Higbee Honey;

d. 2007 Dodge Sprinter 2500, which is a business asset of Higbee Honey;

e. 2014 GMC Sierra, which is a business asset of Higbee Honey; and

f. 2022 Chevrolet Silverado 5500, which is a business asset of Higbee Honey.

12. If necessary, the parties shall work together to remove the other party's name from any title, loan, etc. associated with the personal property that each party is awarded. The parties shall fully

cooperate in the execution of all necessary documents to transfer title, close accounts, etc. to otherwise implement the division of personal property.

13. Each party shall be awarded their own personal effects, inherited property, premarital property, and separate property.

14. The parties expect to come to an agreement regarding the division of any remaining personal property, including but not limited to personal effects, household goods, furniture, etc. In the event the parties have a dispute regarding the division of personal property, they shall attend mediation prior to bringing the issue to the court. The parties shall equally share in the cost of the mediator.

DEBTS AND OBLIGATIONS

15. Each party shall be responsible for any and all debts and obligations incurred in their own name and out of their own volition, as follows:

a. Petitioner shall be solely responsible for her American Express (Account 3002) Chase Bank (Account 2875), Costco Citi (Account 2180), and Military Star (Account 5916) credit cards.

b. Respondent shall be solely responsible for all credit cards, student loans, and any other personal debt held in his name.

c. Respondent shall be solely responsible for any and all debt incurred in association with his business(es), including but not limited to credit cards, auto loans, business loans, or any other debt or obligation incurred for business use.

d. Respondent shall be solely responsible for his student loan debt, for which Petitioner is a co-signer. Respondent shall remove Petitioner as a co-signer for this

loan within thirty (30) days of signing the Stipulation and Agreement.

16. As of the signing of the Stipulation and Agreement, the parties are unaware of any joint marital debt in both parties' names except as listed in this agreement. In the event a joint debt exists, the party who incurred the debt shall be solely responsible for that debt.

17. Each party shall indemnify and hold the other party harmless on any and all debts or obligations that the other party is ultimately ordered to pay.

18. Pursuant to Utah Code Annotated § 81-4-406(3)(b), 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.

BUSINESS INTERESTS

19. Respondent shall be awarded exclusive ownership of his businesses interests, Davinci LC and DBA Higbee Honey, including but not limited to any and all property, vehicles, assets, financial accounts, debts, income, stocks, etc. associated with said business interests. Petitioner waives all claim to Respondent's business interests now and in the future.

RETIREMENT AND RELATED ASSETS

20. Petitioner shall be awarded any and all retirement accounts and related assets held in her name, free and clear of any claim by Respondent, including her pension and 401(k).

21. Respondent shall be awarded any and all retirement accounts and related assets held in his name, free and clear of any claim by Petitioner, including his pension and TSP.

LIFE INSURANCE

22. Petitioner shall be awarded any and all life insurance policies and related assets held in her name, free and clear of any claim by Respondent.

23. Respondent shall be awarded any and all life insurance policies and related assets held in his name, free and clear of any claim by Petitioner.

ALIMONY

24. Both parties are capable of supporting themselves. Therefore, neither party shall be awarded alimony now or at any point in the future.

TAXES

25. The parties shall file their taxes separately beginning with the 2026 tax year.

ATTORNEY FEES AND COURT COSTS

26. Each party shall pay their own attorney fees and court costs related to this case.

MISCELLANEOUS

27. At her option, Petitioner shall be able to take her maiden name, family name, or any other name should she so choose.

28. Each party shall be ordered to execute and deliver to the other the documents required to implement the provisions of this Decree of Divorce entered by the court.

29. The parties agree that the Stipulation and Agreement resolves all remaining issues of the parties' real property, financial accounts, vehicles, business interests, assets, and debts/obligations.

30. The parties shall sign all documents necessary to comply with this Decree of Divorce within sixty (60) days from the entry of this Decree. If a party fails to sign a document within sixty (60) days, the other party may ask the court to appoint someone to sign the document.

END OF DOCUMENT – COURT DATE AND SIGNATURE APPEAR AT THE TOP OF THE FIRST PAGE

APPROVED AS TO FORM:

/s/ Michael Higbee
Michael Higbee
Respondent

** Signed electronically with permission
via email from Michael Higbee.

CERTIFICATE OF DELIVERY

I hereby certify that on the 2nd day of November, 2026, I e-filed and/or emailed a true and correct copy of the foregoing Decree of Divorce to the following:

Michael Higbee
653 North 950 East
Morgan, Utah 84050
michaelscotthigbee@gmail.com

/s/ Angela Trolio