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Attorney for Petitioner

**IN THE THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH**

IN RE THE MARRIAGE OF:

TIMOTHY L. HAYNIE,

Petitioner,

vs.

THERESA S. HAYNIE,

Respondent.

DECREE OF DIVORCE

Case No.: 264901915

Commissioner: RUSSELL MINAS

Judge: LAURA SCOTT

TIMOTHY L. HAYNIE, by and through his counsel of record, Kelly O. White, hereby submits the following Decree of Divorce, based on evidence provided in support thereof by affidavit as set forth in UTAH CODE ANN. § 81-4-406(1). The Parties having entered into a stipulation and agreement resolving all issues, being fully advised in the premises, and having heretofore made and entered their Findings of Fact and Conclusions of Law, do hereby ORDER, ADJUDGE, and DECREE as follows:

GROUND

1. The Parties are presently married and are obtaining a divorce. Irreconcilable

differences have arisen between them, which differences have made the continuation of their marriage impossible.

VENUE

2. Petitioner, TIMOTHY L. HAYNIE, is a bona fide and actual resident of Salt Lake County, State of Utah, and has been for more than three (3) months immediately prior to the commencement of this action.

MARRIAGE STATISTICS

3. The Parties were legally married on or about July 11, 1981, in the state of Montana and are now and have been since that time husband and wife.

REAL PROPERTY

4. The Parties own marital property (“the Property”) located in the state of Montana as follows:

A. TOWNSHIP 21 NORTH, RANGE 47 EAST

Section 21: All

Section 27: All

Deed of Reference: # 772536, Book 69, Page 90

TOWNSHIP 19 NORTH, RANGE 48 EAST

Section 15: Tract 2 of Wagner Acres subdivision situated in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section fifteen (15), Township Nineteen (19) N., Range Forty-Eight (48) E., MPM, McCone County, Montana, as platted in the Subdivision Plat assigned Document No. 146597, which is recorded in Book I of Subdivision Plats at page 2 of the Records of the County Clerk and Recorder of McCone County, Montana together with all the improvements (except mobile home) on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water and water rights.

Deed of Reference #769552, Book 64, Page 305

B. TOWNSHIP 21 NORTH, RANGE 47 EAST, M.P.M

Section 21: All
Section 27: All
Deed of Reference: # 172356, Book 69, Page 90-91

5. Respondent shall be awarded exclusive use, possession, and title of the Property, and shall be responsible for any upkeep, maintenance, mortgage, HELOC, costs, repair, insurance, and taxes as applicable.

PERSONAL PROPERTY

6. During the marriage, the Parties have acquired certain items of household goods, furnishings, fixtures, appliances and other items of personal property which have been divided between them in a mutually satisfactory manner with each being awarded as their sole and separate property any all item that they currently possess.

BUSINESS

7. Respondent shall be awarded any marital interest in B & G Rentals, EIN 81-0516276, and any accompanying encumbrances, liabilities, assets, accounts receivable, and accounts payable.

8. Respondent shall be awarded any marital interest in Haynet Homes, EIN 94-3474139, and any accompanying encumbrances, liabilities, assets, accounts receivable, and accounts payable.

9. Respondent shall be awarded any marital interest in Robinette Rentals, EIN 92-1120770, and any accompanying encumbrances, liabilities, assets, accounts receivable, and accounts payable.

LOANS

10. Respondent shall be awarded the operating loan at Farm Bureau Financial Services, account # 8916, totaling approximately \$40,352.61.

11. Respondent shall be awarded the operating loan at Thrivent, account # 7866, totaling

approximately \$36,193.95.

INSURANCE

12. Respondent shall be awarded the life insurance policy at Farm Bureau Financial Services, account # 8916.
13. Respondent shall be awarded the life insurance policy at Farm Bureau Financial Services, account # 8917.
14. Respondent shall be awarded the life insurance policy at Farm Bureau Financial Services, account # 5859.
15. Respondent shall be awarded the life insurance policy at Thrivent, account # 7695.
16. Respondent shall be awarded the life insurance policy at Thrivent, account # 6257.
17. Respondent shall be awarded the life insurance policy at Thrivent, account # 7886.
18. Respondent shall be awarded the life insurance policy at NRECA, account # 5823 (all three policies).
19. Respondent shall be awarded all crop insurance contracts, programs, and policies, including but not limited to any contracts, programs, and policies with Federal Crop Insurance or with the Farm Service Agency.

MOTOR VEHICLES AND EQUIPMENT

20. Respondent shall be awarded the 2022 Chevrolet Suburban VIN# 1GNSKGKL3NR281904, and its accompanying loan at Grasslands Fed. Credit Union, account # L100, totaling approximately \$18,459.53.
21. Respondent shall be awarded the 2000 Buick LaSabre.
22. Respondent shall be awarded the 1985 Lincoln Town Car VIN# 1 LNBP96F1FY767706.

23. Respondent shall be awarded the 1960 GMC Truck VIN# PN1940D with box.
24. Respondent shall be awarded the 1967 GMC Truck VIN# HM7750V06411G with box hay truck.
25. Respondent shall be awarded the 1976 Chevrolet Truck C-60 with manure spreader.
26. Respondent shall be awarded the 1978 GMC Truck VIN# TCL3382524244.
27. Respondent shall be awarded the 1980 Chevrolet Truck VIN# CKM33AK129081.
28. Respondent shall be awarded the 1981 GMC Truck VIN# 1GDT9F4K9BV56744 with box.
29. Respondent shall be awarded the 1988 Chevrolet Truck with fuel tanks.
30. Respondent shall be awarded the 1991 Ford Pickup VIN# 2FTEF26Y5MCA65762.
31. Respondent shall be awarded the 1993 Ford Pickup F4550 Bucket Truck.
32. Respondent shall be awarded the 1994 Ford Pickup VIN# 1FTEX14H9RKB04365.
33. Respondent shall be awarded the 1994 Ford Pickup VIN# 1FTHX26G0RKA74857.
34. Respondent shall be awarded the 1996 Chevrolet Pickup VIN# 1GBJK34JXTE163446.
35. Respondent shall be awarded the 2005 International Truck VIN# 3HSCNAPR35N051815.
36. Respondent shall be awarded the 2014 Ram 2500 Long Horn VIN# 3C6UR5PLEG259274.
37. Respondent shall be awarded the 2017 Ram 1500 VIN# 1C6RR7VTXH8502451.

FARM EQUIPMENT

38. Respondent shall be awarded the 6155 Row-Crop Tractor & 640R Loader, and its accompanying loan at John Deere Financial, account # 1651, totaling approximately \$58,482.56.
39. Respondent shall be awarded the 1960s John Deere Payloader 644C w/grapple.

40. Respondent shall be awarded the 1977 John Deere Grinder/Mixer 700
41. Respondent shall be awarded the 1979 OMC Baler 59.
42. Respondent shall be awarded the 1980s Spray-Coupe Sprayer 210.
43. Respondent shall be awarded the 1984 Toyota Fork Lift.
44. Respondent shall be awarded the 1984 New Holland Bale Wagon 1069.
45. Respondent shall be awarded the 1987 Bobcat Skidsteer 642B w/bucket.
46. Respondent shall be awarded the 1989 John Deere Tractor 8850.
47. Respondent shall be awarded the 1994 John Deere Baler 535.
48. Respondent shall be awarded the 1994 Summers Sprayer 500 (60') on skids.
49. Respondent shall be awarded the 2002 Kwik Kleen Grain Cleaner.
50. Respondent shall be awarded the 2012 John Deere Flex Header 35'.
51. Respondent shall be awarded the 2013 Mandako Roller 50'.
52. Respondent shall be awarded the 2017 Massey Ferguson Baler 1840 Square.
53. Respondent shall be awarded the 2020 Bobcat Skidder S76 w/72" Grabtech & Bucket.
54. Respondent shall be awarded the Premier sheep handling equipment.
55. Respondent shall be awarded the Lakeland sheep spin-n-trim equipment.
56. Respondent shall be awarded the 2023 Solar Well Setup.
57. Respondent shall be awarded the 2020 Yamaha 700 with blade.
58. Respondent shall be awarded the 2022 Honda Recon.

TRAILERS

59. Respondent shall be awarded the 1979 Hale Livestock Trailer VIN# 782776.
60. Respondent shall be awarded the 1980 Lungren Livestock Trailer 8020H double deck

stock, gooseneck.

61. Respondent shall be awarded the 1994 Haulin Trailer VIN# 8004.
62. Respondent shall be awarded the 2009 Road King Trailer VIN# 1R9FS272391093090.
63. Respondent shall be awarded the 2009 Newmans Trailer VIN# 5A8MZ222892047040.
64. Respondent shall be awarded the 2015 Castleton Grain Trailer.
65. Respondent shall be awarded the 1992 Eby Livestock Trailer 49'.
66. Respondent shall be awarded the 1995 W-W Livestock Trailer Gooseneck

DEBTS AND OBLIGATIONS

67. That during the marriage, the Parties incurred various debts and obligations.
68. Each Party shall pay, discharge, and hold the other Party harmless from those debts and obligations which they may have incurred individually.
69. Respondent shall be awarded the accounts payable to Haynie Land & Grain, LLC, of approximately \$50,000 dollars.
70. Respondent shall be awarded the accounts payable to JK Haynie Farm & Ranch, LLC, of approximately \$48,000 dollars.
71. Petitioner shall be awarded his personal medical debt at Madonna Rehabilitation Hospital in Lincoln, Nebraska, totaling approximately \$ 133,900.83. Petitioner shall hold Respondent harmless for the payment and obligation of the debt.
72. Any and all debts not disclosed or divided herein shall be the exclusive responsibility of the Party that incurred the same regardless of whether used for marital benefit.
73. That pursuant to UTAH CODE ANN. § 30-3-5, 1953 as amended, the Parties should be ordered to notify each of their creditors and such notice should inform each creditor which

Party is primarily liable for the debt with that creditor following the entry of a Decree of Divorce in this matter and each Party should be required to give the creditor the name and address of both Parties.

74. The payment of the debts as set forth above shall be non-dischargeable in bankruptcy, solely as the indemnification of the other Party.

RETIREMENT ACCOUNTS

75. Respondent shall be awarded her Health Savings Account (HSA) at Stockman Bank, account # 2112009559.

76. Respondent shall be awarded her Roth IRA at Grasslands Fed. Credit Union, account # 441.

77. Respondent shall be awarded her 401(k) at NRECA, account # 5823.

78. Respondent shall be awarded her Retirement Security Pension at NRECA.

BANK ACCOUNTS

79. Respondent shall be awarded her checking account at Redwater Valley Bank, account # 0104.

80. Respondent shall be awarded her checking and saving account at Grasslands Fed. Credit Union, account # 441.

81. Respondent shall be awarded the checking and saving account at Grasslands Fed. Credit Union, account # 1767 (DBA: T&T Haynie Farms).

82. Petitioner shall be awarded his checking and saving account at Grasslands Fed. Credit Union, account # 6716.

DIVIDENDS

- 83. Respondent shall be awarded the dividends with Agland Co-op, account # 3801.
- 84. Respondent shall be awarded the dividends with Mid-Rivers Telephone Co-op, account # 9613.
- 85. Respondent shall be awarded the dividends with McCone Electric Co-op, account # 5489.
- 86. Respondent shall be awarded the dividends with CHS Inc., account # 5935 (qualified).
- 87. Respondent shall be awarded the dividends with CHS Inc., account # 5935 (unqualified).
- 88. Respondent shall be awarded the dividends with CHS Shareholders Services, account # 5482.
- 89. Respondent shall be awarded the dividends with Farmers Union Oil Co, account # 2641.
- 90. Respondent shall be awarded the dividends with Thrivent, account # 3253.

GRAIN HANDLING AND STORAGE

- 91. Respondent shall be awarded the 1999 Lorch Hopper Tank 70 ton.
- 92. Respondent shall be awarded the Fressin Hopper Bin 75.
- 93. Respondent shall be awarded the Sioux Hopper Bin 1,500 bu.
- 94. Respondent shall be awarded the Meridian Hopper Bin 5,000 bu.
- 95. Respondent shall be awarded the 2016 Superior Grain Bin 22,000 bu.
- 96. Respondent shall be awarded the 2022 Amber Waves Hopper Bins 1640 (5) w/fans.
- 97. Respondent shall be awarded the 1993 Aeration Floors 21' & 24' 7 & 5 hp fans.
- 98. Respondent shall be awarded the 2017 Indigo Industrial Hoop Building 50' x 100'.
- 99. Respondent shall be awarded the 1992 Saukundiak Auger 7" x 45'.
- 100. Respondent shall be awarded the 1992 Westfield Drill Fill Auger 6".

101. Respondent shall be awarded the 1995 Saukundiak Auger 7" x 45'.
102. Respondent shall be awarded the 1999 Tranfer Auger.
103. Respondent shall be awarded the 2005 Saukundiak Auger 8" x 51'.
104. All grain contracts, and grain on hand, shall be awarded to Respondent.

ALIMONY

105. No alimony shall be awarded to either Party.

ATTORNEY FEES

106. That each Party shall be responsible for his or her own attorney fees and costs.

TRANSFER OF PROPERTY/NOTICE TO CREDITORS

107. Each Party should immediately deliver all property awarded to the other Party in their possession and execute all documents and titles necessary to effectuate a property transfer as set forth in this Agreement, including automobile titles, tax forms, and/or any other instrument necessary to carry out the Court's orders and the provisions as outlined in a Decree of Divorce.
108. Each Party should immediately notify their respective creditors of the terms of the Decree of Divorce and the Party obligated to each specific debt, re-title accounts, and make other such reasonable arrangements to implement the terms of the Decree of Divorce.
109. Unless otherwise agreed the foregoing should be completed within sixty (60) days of the entry of the Decree of Divorce.

MISCELLANEOUS PROVISIONS

110. Theresa L. Haynie shall be entitled to return to her maiden name should she so desire.

****ELECTRONICALLY ENTERED AND EXECUTED BY THE COURT AS
INDICATED AT THE TOP OF THE PAGE****

Approved as to form:

DATED this June 4, 2026

/s/ Theresa S. Haynie

THERESA S. HAYNI

Signed by Kelly O. White with permission
of THERESA S. HAYNI