



**Lauren Forsyth (15399)**  
**OLD TOWN LEGAL SERVICES, PLLC**  
**90 East Main Street**  
**P.O. Box 750**  
**Midway, UT 84049**  
**Office: (435) 800-1274**  
**lauren@oldtownlegal.com**

*Attorney for Kylie Ann Burns*

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**IN THE FOURTH DISTRICT COURT  
WASATCH COUNTY, STATE OF UTAH**

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**In the matter of the marriage of:**

**KYLIE ANN BURNS,**  
*Petitioner,*

and

**TIMOTHY CHARLES BURNS,**  
*Respondent.*

**DECREE OF DIVORCE**

Civil No: 264500021

Judge: Jennifer A. Mabey

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The Court, having received and reviewed the file on record, having received the Declaration of Jurisdiction and Grounds of Petitioner, and also having received and entered its Findings of Fact and Conclusions of Law, and now being fully advised in the premises, does hereby ORDER, ADJUDGE, and DECREE as follows:

**DIVORCE**

1. The parties are awarded a Decree of Divorce upon the grounds of irreconcilable differences, and the bonds of matrimony now and heretofore existing between the parties should be dissolved. The divorce shall become final upon entry by the Clerk of the Court.

### **CHILD CUSTODY & PARENT TIME**

2. The parties have two (2) minor children born as issue of the marriage, to wit: B.L.B. (Born: September 14, 2015), S.J.B. (Born: January 30, 2019).

3. The parties shall have joint legal custody. Each parent has the right to make day-to-day and emergency decisions concerning their children while the children are in the care of that parent. For major decisions affecting the children's education, medical, and religion, the parents shall cooperate and work together to make joint decisions that are in the best interest of their children. In the event of a dispute over major parenting decisions, the parties shall discuss the issue, consult professionals if necessary, and if they cannot agree, they shall attend mediation before bringing the issue before the court for a decision.

4. The Petitioner shall be the residential parent.

5. Parent time shall be as the parties agree. If the parties do not agree, the Respondent's parent time schedule shall be as follows:

- a. Commencing March 4, 2026
  - i. Every Saturday for a 4-hour visit from 10:00 a.m. – 2:00 p.m.
  - ii. Every Wednesday from 5:30 – 8:30 p.m.
- b. Commencing May 1, 2026
  - i. Every Wednesday from 5:30 p.m. – 8:30 p.m.
  - ii. Alternating Fridays from 5:30 p.m. to Saturday at 5:30 p.m.
- c. Commencing June 1, 2026, until further agreement or court order
  - i. Every Wednesday from 5:30 p.m. – 8:30 p.m.

- ii. Alternating Fridays from 5:30 p.m. to Sunday at 5:30 p.m.
  - d. The parties shall return to mediation on June 22, 2026, to continue to determine the parent time schedule.
- 6. Timothy's parent time is subject to alcohol testing using the BACtrack View device as follows:
  - a. The parties shall pay for the BACtrack view application using their joint account funds. The account shall be set up so that the test results are provided directly to Kylie. Timothy shall take a breathalyzer video test 15 minutes before his parent time commences and 15 minutes before he drives with the children home. Timothy shall take a breathalyzer video test twice each day during his overnight parent time as follows: For his weekend parent time he shall test fifteen (15) minutes before pick-up on Friday, and a second time between the hours of 7:00 p.m. to 10:00 p.m. in the evening. On Saturday and Sunday, Timothy shall test between 9:00 a.m. and 11:00 a.m. each morning, and a second time between 7:00 p.m. to 10:00 p.m. on Saturday evening, and between the hours of 3:00 p.m. to 5:00 p.m. on Sunday before drop-off. On his midweek visit, Timothy shall test fifteen (15) minutes before picking up at 5:30 p.m., and fifteen (15) minutes before drop-off. A missed test is a positive test. If there is a positive test then Timothy shall forfeit that parent time visit, and the children will need to remain with or be returned to Kylie. The testing shall continue until the parties agree in writing, otherwise or until further order of the court.
- 7. Neither parent shall consume alcohol before or during their parent time nor drive

with the minor children with any detectable alcohol in their system.

### **PARENTING PLAN**

**8.** The party who is not exercising his/her physical parent-time with the minor children shall be entitled to reasonable virtual parent-time for a reasonable duration.

**9.** The parties shall be equally responsible for any extracurricular fees and costs for any activities approved by both parents in writing. Before enrolling the children in an activity, the parties shall discuss the activity and any potential associated cost.

**10.** The parties shall adopt the advisory guidelines of Utah Code Ann. §81-9-202 and adopt those provisions into this parenting plan and shall become familiar with it and abide by these guidelines.

**11.** The parties and anyone connected to the parties (i.e. girlfriend/boyfriend, significant other, spouse, family member, friend), shall not enter the other party's place of residence without the direct written permission from the other party.

**12.** Both parties shall provide contact information to each other of any surrogate care arranged for minor children. At a minimum, contact information shall include the person's name, phone number and address.

**13.** The parties shall not utilize any surrogate who is or appears impaired by drugs or alcohol when they are supposed to be caring for the minor children, nor shall they permit an impaired third party drive the minor children.

**14.** If either party takes the minor children out of the State of Utah, that party shall provide the other party with a copy of his or her itinerary prior to the travel.

**15.** If a party wishes to move 150 or more miles from the other party, the relocating

party shall provide written notice to the non-moving party as identified in Utah Code Ann. § 81-9-209 (2024) and the parties shall attend mediation to address the issues of custody, parent-time and transportation.

**16.** The parties shall make a good faith effort to make the children available to one another for extended family functions, significant life events, and holiday celebrations.

**17.** The parties shall not introduce the children to significant others unless they have been in a committed relationship for 6 months or longer.

**18.** The parties shall not have a significant other spend the night while exercising parent time with the minor children unless the party has been in a committed relationship with the significant other for 6 months or more.

**19.** The parties shall not consume drugs or alcohol while exercising parent time with the minor children, nor shall they drive the minor children while impaired. If a party suspects the other party to be under the influence of alcohol or drugs during parent time, the other party shall request that party to submit to alcohol or drug testing. If the party fails to pass the alcohol or drug test, the party shall relinquish parent time to the other party.

**20.** While the child is with a parent, that parent shall not engage in, nor permit the presence of any excessive alcohol consumption, unlawful drug use, marijuana use, sexually explicit activities, sexual activities, violence, dangerous/unsafe locations and situations, disrespect for law and order.

**21.** The parties shall respect their children by communicating primarily with one another directly rather than making the child a messenger between them. The parties

shall not ask the children to keep secrets from the other parent. The parties shall not drill/question the children about the other parent or use the child to get information about the other parent's personal life. The parties shall not disparage or degrade the other parent or allow a third party to disparage or degrade the other parent while in the presence of the minor children. The parties shall treat each other with dignity and respect in the presence of the children.

#### **CHILD SUPPORT**

22. Based on a sole custody worksheet with Kylie's imputed gross monthly income of \$1,256 per month and Tim's gross monthly income of \$8,333 per month. Tim's child support obligation shall be \$1,416 per month. Child support commences March 1, 2026.

23. Tim may pay one half of the child support on the 5<sup>th</sup> of the month and the other half on the 20<sup>th</sup> of the month.

24. Tim shall make the child support payments directly to Kylie through a mutually agreed upon means or direct transfer between bank accounts. Either party may request that the Office of Recovery Services be involved in the collection of child support payments

25. Pursuant to Utah Code Annotated § 78-45-7.16, Tim shall pay child support for the parties' minor children until such time as the children become 18 years of age, or graduate from high school through a regular course of study, whichever occurs later, or until such time as the children have been otherwise emancipated prior to the age of eighteen (18).

#### **HEALTH INSURANCE & MEDICAL COSTS**

26. The parties shall follow the Standard Utah Code regarding Health Insurance Premiums, Medical Expenses, Dental Expenses, Vision Expenses, and etc., where each party shall pay  $\frac{1}{2}$  of the costs associated with these expenses incurred for the minor children. Both parties shall insure the minor children so long as it is available to them.

27. Both parties shall be responsible to provide health insurance for the minor children, where the party who is able to obtain health insurance coverage at the most reasonable cost shall obtain the coverage and shall provide the other party with executed claim forms, medical cards, insurance information, and other assistance necessary to ensure the prompt payment of the insured portions of such claim. The parties shall equally divide the cost of the minor children's premiums.

28. The parties shall share equally all reasonable and necessary uninsured medical expenses incurred for the minor children, and all reasonable and necessary dental expenses incurred for the minor children.

29. A parent who incurs a reasonable and necessary uninsured medical expense or dental expense for the minor child shall provide written verification of the cost and payment of the expense to the other parent within thirty days of payment. The other parent shall pay his/her one half ( $\frac{1}{2}$ ) of the expense within thirty days after receiving the written verification.

30. **Notice to Medical Expense Creditors:** Pursuant to Utah Code, Ann. §§ 15-4-6.7, 30-2-5, and 30-3-5(1)(c), when a court order has been entered providing for payment of medical expenses of a minor child pursuant to Utah Code Ann. §§ 30-3-5, 30-4-3 or 78B-12-212 or an administrative order under § 62A-11-326, a creditor who has been provided

with a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of medical and dental expenses required to be paid by the parent under the order. Therefore, each party should:

- a. Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child.
- b. Notify the particular creditor of that parties' current address.
- c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under § 70C-7-107 or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14 Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order. Each party should be responsible for one half (1/2) of the actually incurred work-related or education related childcare expenses incurred on behalf of the minor children

#### **CHILD CARE COSTS**

31. The parties shall be equally responsible for any work-related or education-related childcare expenses incurred on the minor children's behalf
32. The party incurring such expenses shall furnish the other with appropriate verification regarding the expense incurred within thirty (30) days of incurring such expenses. The parties shall make payment directly to the other within thirty (30) days



following receipt of the verification of the expense.

### **REAL PROPERTY**

33. During the course of the marriage the parties acquired real property at 870 East 170 North, Heber City, Utah 84032.

34. The Petitioner shall be awarded the possession and title of the real property in exchange for alimony.

35. Timothy shall move his personal belongings from the home to the garage by March 18, 2026, and shall move those belongings from the garage by December 31, 2026.

36. Kylie shall be responsible for the mortgages on the property commencing May 1, 2026. Kylie shall refinance the mortgages on the property to remove Tim's name as soon as she qualifies to do so, or 2 years, whichever occurs first. The parties may agree to a longer period in writing, if they choose to do so.

37. Tim shall execute a quit claim deed transferring his interest in the property to Kylie within 30 days of signing this agreement.

### **DEBTS**

38. The parties shall use the funds in the joint AFCU account to pay off the Visa Platinum credit card.

39. The parties shall be responsible for any debt associated with a vehicle they are awarded.

### **RETIREMENT ACCOUNTS**

40. The parties shall each have a ROTH retirement account of equal value. Each

party shall be awarded the retirement account held in their individual name.

### **FINANCIAL ACCOUNTS**

**41.** The parties shall divide their financial accounts as follows:

- a. After payment of the visa platinum card, the Joint AFCU account shall be divided equally and closed.
- b. Tim shall be awarded any financial accounts in his individual name.
- c. Kylie shall be awarded the AFCU and VENMO account held in her name. Kylie shall be awarded any other financial accounts held in her individual name, if any.

### **PERSONAL PROPERTY & VEHICLES**

**42.** The parties shall equally divide their household furniture and items. Tim shall identify in writing which items he would like by March 15, 2026. Kylie shall respond in writing by March 25, 2026, identifying which items she agrees to. All items that are agreed to shall be removed by Tim at an agreed upon date and time, and before April 15, 2026, to the garage. Tim shall remove the items from the garage by December 31, 2026. If necessary, the parties may return to mediation to resolve disagreed upon items.

**43.** The parties shall divide their remaining personal property as follows:

- a. Tim shall be awarded the:
  - i. 2016 Toyota Tundra Truck
  - ii. RV
  - iii. 2019 Hyundai Santa Fe
  - iv. 1962 Ford F100

- v. 1971 Jeep
  - vi. His clothing and personal effects.
  - vii. Any other property currently in his possession
- b. Kylie shall be awarded the:
- i. 2016 Ford Explorer
  - ii. Her clothing and personal effects.

#### **BUSINESS**

44. The parties shall be awarded any business interests held in their individual names.

#### **ALIMONY**

45. No alimony shall be awarded in exchange for the equity in the marital home.

#### **TAXES**

46. In the year 2026 and thereafter, the parties shall each claim one minor child on their tax returns, with Kylie claiming B.L.B. (Born: September 14, 2015) and Tim claiming S.J.B. (Born: January 30, 2019). When there is one minor child remaining, Kylie shall claim the minor child for tax purposes in even numbered years. Tim shall claim the parties remaining minor child in odd numbered years.

47. Tim must be current on his child support and alimony obligations by the end of the calendar year in order to claim the child on his taxes.

#### **MISCELLANEOUS**

48. The parties shall enter into a mutual restraining order, preventing either party from committing domestic violence against the other, attempting to commit domestic violence, harassing, disparaging, and etc. to the other party.

**49.** The parties shall sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party shall ask the court to appoint someone to sign the document pursuant to Utah Rules of Civil Procedure 70.

**50.** If she chooses, Kylie shall be allowed to be restored to her maiden name, Kylie Ann Ferguson, or whatever other name should she so choose

**51.** Each party shall pay their own attorney fees.

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

APPROVAL AS TO FORM:

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Timothy Charles Burns  
*Respondent*

**RULE 7 NOTICE**

Please be advised that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure, if you wish to file an objection to the form of the proposed order, you must do so within 7 calendar days after service of the proposed order. The party preparing the proposed order shall file upon being served with an objection or upon expiration of the time to object.

DATED this 27th day of April 2026.

**OLD TOWN LEGAL SERVICES, PLLC**

/s/ Lauren Forsyth  
Lauren Forsyth  
*Attorney for Petitioner*

**CERTIFICATE OF DELIVERY**

I hereby certify that on this 27th day of April 2026, I delivered a true and correct copy of the foregoing via email:

Timothy Charles Burns  
*Respondent*  
*Timburns1984@yahoo.com*

/s/ Lauren Forsyth