

AMY RUTH DRECHSEL BURR, Petitioner
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September 17, 2026

IN THE THIRD JUDICIAL DISTRICT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH		Pursuant to the Findings of Fact and
In the Matter of the Marriage of AMY RUTH DRECHSEL BURR, Petitioner, and CODY LYAL BURR, Respondent.	DECREE OF DIVORCE Case No: 264903245 Judge: Koch Commissioner: Sagers Discovery Tier: Four	

Conclusions of Law made in this matter,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

- 1) The Petitioner is awarded this decree of divorce on the following grounds: irreconcilable differences of the marriage.

PROVISIONS REGARDING MINOR CHILDREN

- 2) There have been four children born as issue of this marriage, all four of whom are presently minors, as follows:
 - a) T.B., born February 2015;
 - b) W.B., born November 2016;
 - c) E.B., born March 2020; and
 - d) L.B., born August 2021.

PROVISIONS REGARDING CUSTODY AND PARENT-TIME

- 3) **LEGAL CUSTODY:** The Petitioner and the Respondent are awarded joint legal custody of the minor children.
- 4) **PHYSICAL CUSTODY:** The Petitioner is awarded sole physical custody of the parties' minor children, with the Petitioner's residence being the primary physical residence, subject to the Respondent's right to parent-time at reasonable times and places, as outlined below.
 - a) L.B. turning five years old in August 2026 shall not constitute a substantial or material change in circumstances, as the issues of custody and parent-time were crafted to address L.B.'s circumstances both before and after turning five years old.
- 5) **PARENT-TIME:** The Respondent shall maintain substantial, consistent, and meaningful involvement in the children's lives, and the parent-time schedule shall be interpreted to support

that involvement. The Respondent's parent-time shall be as the parties agree. If the parties cannot agree, the Respondent's parent-time shall be:

- a) **Midweek – School in Session:** During the time a child's school is in session, one weekday evening each Wednesday from 5:30 - 8:30 p.m.; or, at the election of the Respondent, Wednesday from the time the child's school is regularly dismissed until 8:30 p.m.
- b) **Midweek – School not in Session:** During the time a child's school is not in session, one weekday from approximately 9:00 a.m., accommodating the Petitioner's work schedule, until 8:30 p.m., if the Respondent is available to be with the child.
- c) **Changes to Midweek Schedule:** Midweek parent-time elections shall be made by the Respondent at the time of entry of the divorce decree. The weekday and time for Midweek parent-time may not be changed except by mutual written agreement of the parties, or court order.
- d) **Alternate Weekends:** Alternating weekend parent-time shall begin the first weekend after the entry of the decree.
 - i) **Alternate Weekends - School in Session:** During the time a child's school is in session alternating weekend parent-time shall be from 6:00 p.m. on Friday until 7:00 p.m. on Sunday, or, at the election of the Respondent, from the time a child's school is regularly dismissed on Friday until 7:00 p.m. on Sunday.
 - ii) **Alternate Weekends - School not in Session:** During the time a child's school is not in session the Respondent may elect alternating weekend parent-time to begin on Friday from approximately 9:00 a.m., if the Respondent is available to be with the child and in accommodation with the work schedule of the Petitioner, until 7:00 p.m. on Sunday.
- e) **Changes to Weekends:** Weekend parent-time elections shall be made by the Respondent at the time of entry of the divorce decree or court order, and may be changed by mutual written agreement, or court order.
- f) **Pick Up by Non-Parent:** The Petitioner or the Respondent may designate a step-parent, grandparent, or other responsible adult to pick up the child(ren) if the other parent is aware of the identity of the individual and the designating parent will be with the child(ren) by 7 p.m.
- g) **Extended Parent-time:** Extended parent-time with the Respondent may be up to four consecutive weeks when school is not in session, at the option of the Respondent including weekends normally exercised by the Respondent, but not holidays.
 - i) Two weeks, in a consecutive block, shall be uninterrupted time for the Respondent.
 - ii) The remaining two weeks, in a consecutive block, shall be interrupted parent-time and be subject to parent-time for the Petitioner for weekday parent-time but not weekends, except the Petitioner may exercise a holiday as specified below in the Special Occasion table.
 - iii) The Petitioner may shall have an identical two-week period of uninterrupted time, in a consecutive block, when school is not in session for purposes of vacation.
 - iv) Within ten days of receiving notice of a parent's intent and schedule for taking interrupted parent-time, the parent receiving that notice must give notice of any plan to interrupt the parent-time.

- v) Each parent shall provide notice to the other of their plan to exercise extended parent-time during summer break as follows:
- A) **Extended parent-time notice – in odd numbered years:** the Respondent shall provide notification of extended parent-time to the Petitioner by May 1st and the Petitioner shall provide notification to the Respondent of uninterrupted extended parent-time by May 15th.
 - B) **Extended parent-time notice – in even numbered years:** the Petitioner shall provide notification of uninterrupted extended parent-time with a child to the Respondent by May 1st and the Respondent shall provide notification to the Petitioner of extended parent-time by May 15th.
 - C) **Extended parent-time notice – if not provided timely by a parent:** the complying parent may determine the schedule for non-complying parent, if the complying parent's notification is timely.
 - D) **Extended parent-time notice – if neither parent's notification is timely:** the first parent to give notice may determine the schedules of both parents for extended parent-time.
- h) **Parent-time for holidays and special occasions:** The parties shall follow the schedule for holidays and special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school.

Special Occasion	Begin and End Info	Cody Years	Amy Years
Martin Luther King Day	Begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. Ends: 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd Years	Even Years
Presidents' Day	Begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. Ends: 8:30 p.m. on the day before school resumes.	Even Years	Odd Years
Easter	Begins: 5:30 p.m. on the Friday before Easter. Ends: 8:30 p.m. on Easter Sunday evening.	Even Years	Odd Years
Spring Break	Begins: (a) the time school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. Ends: 8:30 p.m. on the day before school resumes.	Odd Years	Even Years
Memorial Day	Begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. Ends: 8:30 p.m. on Memorial Day.	Even Years	Odd Years
Mother's Day	Begins: 5:30 p.m. on the day before Mother's Day. Ends: 8:30 p.m. on Mother's Day.	None	All Years

Special Occasion	Begin and End Info	Cody Years	Amy Years
Father's Day	Begins: 5:30 p.m. on the day before Father's Day. Ends: 8:30 p.m. on Father's Day.	All Years	None
Juneteenth National Freedom Day	Begins: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. Ends: 8:30 p.m. on the day following Juneteenth National Freedom Day.	Even Years	Odd Years
Independence Day	Begins: 5:30 p.m. on July 3. Ends: 8:30 p.m. on July 5.	Odd Years	Even Years
Pioneer Day	Begins: 5:30 p.m. on July 23. Ends: 8:30 p.m. on July 25.	Even Years	Odd Years
Labor Day	Begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. Ends: 8:30 p.m. on Labor Day.	Odd Years	Even Years
Spike & Deer Hunts (general rifle seasons)	Begins: 5:30 p.m. the evening before the first day of scheduled trip. Ends: 8:30 p.m. on last day of trip. Hunt Notes: - Each hunt can run up to four days / three nights total (including up to two missed school days). - The Respondent shall communicate exact dates of each trip to the Petitioner on or before September 1. - The weekend between the two hunts is awarded to the Petitioner regardless of the alternating weekend schedule.	All Years	None
Fall Break	Begins: (a) at the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. Ends: 8:30 p.m. on the day before school resumes.	None	All Years
Halloween	Begins: October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) 3 p.m. if there is no school. Ends: 8:30 p.m. on the same day the holiday begins.	None	All Years
Thanksgiving Break	Begins: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. Ends: 8:30 p.m. on the day before school resumes.	Odd Years	Even Years
Winter Break	Winter break will be divided as seven days for each parent — assuming a 14-day winter break between the day following the last day of school through the last day of winter break in the new year. Parents agree to balance the days so that the Odd Year Parent has Christmas Eve until 8:30 p.m. and New Years Eve beginning by 5:30 p.m. and the Even Year Parent will have Christmas Day.		

Special Occasion	Begin and End Info	Cody Years	Amy Years
Winter Break – “Commence” & “Finish”	Winter Break – “Commence”: Begins: 5:30 p.m. on the day that school is dismissed for winter break. Ends: 8:30 p.m. on December 24 (Christmas Eve) Winter Break – “Finish”: Begins: 5:30 p.m. on December 31 (New Year's Eve). Ends: 8:30 p.m. on the day before school resumes.	Odd Years	Even Years
Winter Break – “Middle”	Winter Break – “Middle”: Begins: 8:30 p.m. on December 24 (Christmas Eve). Ends: 5:30 p.m. on December 31 (New Year's Eve).	Even Years	Odd Years
Birthdays	Birthdays take precedence over holidays and extended parent-time. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time is traveling away from that parent's residence for the uninterrupted extended parent-time.		
Day of Child’s Birthday	Begins: 3 p.m. on child’s birthday. Ends: 8:30 p.m. on child’s birthday. • The parent who has the right to this special occasion is entitled to have all siblings accompany birthday child.	Odd Years	Even Years
Day Before or After Child’s Birthday	Begins: 3 p.m. on child’s birthday. Ends: 8:30 p.m. on child’s birthday. • The parent who has the right to this special occasion is entitled to have all siblings accompany birthday child.	Even Years	Odd Years
Petitioner’s Birthday	The Petitioner will have parent-time with all of the children each year on the Petitioner's birthday from 3:00 p.m. until 8:30 p.m.	None	All Years
Respondent’s Birthday	The Respondent will have parent-time each year with all of the children on the Respondent 's birthday from 3:00 p.m. until 8:30 p.m.	All Years	None

- 6) **PARENT-TIME ACCOMMODATIONS:** Each parent shall maintain safe, stable, and suitable housing for the minor children during any period of overnight parent-time.
- a) The need for stability, privacy, and a safe sleeping environment is a component of the children’s best interests, and both parents are obligated to prioritize those needs when exercising parent-time. Specifically, as a condition of exercising overnight parent-time, each parent shall ensure that:
- i) the parent maintains a fixed, permanent, or semi-permanent residential address as the location where overnight parent-time is exercised;
 - ii) each child has a dedicated bed within the residence that is separate from the sleeping space of any adult residing in or visiting the home;
 - iii) each child has reasonable access to privacy within the residence, including access to bathroom facilities and a space where the child may store personal belongings; and
 - iv) the residence is maintained in a clean, sanitary, and physically safe condition consistent with the health and welfare of the minor children.

- b) If a parent's housing situation does not meet the foregoing requirements at any time, that parent shall promptly notify the other parent and shall not exercise overnight parent-time until suitable housing has been secured. Failure to maintain suitable housing as described herein shall constitute a material change in circumstances that may warrant modification of the parent-time schedule.
- 7) **TRANSPORTATION FOR PARENT-TIME TRANSFERS:** Pick-up and drop-off of any minor child for parent-time shall be as the parties agree. In the event that the parties cannot agree, the parent commencing parent-time will pick the child from the other parent's residence. Curbside transfers are not necessary — the parent/individual dropping-off or picking-up a child may accompany the child to the other parent/individual when parent-time transfers are made.

PROVISIONS REGARDING THE PARTIES' PARENTING PLAN

- 8) Pursuant to Utah Code sections 81-9-202 through 81-9-208, the parties shall abide by the following parenting plan:
- a) **MAKING DECISIONS:** The parties will discuss with each other and mutually decide the significant decisions regarding the children including, but not limited to, the children's education, medical/dental care, religious upbringing, counseling, use of and training with firearms or other dangerous weapons, and other significant parenting issues.
 - i) The parties shall try to reach joint agreements on all significant decisions affecting the children. To accomplish this, the parties shall use the following decision-making procedure:
 - A) identify the issue;
 - B) discuss possible solutions;
 - C) consult with any subject matter experts; and
 - D) choose the most sensible solution that considers the needs and interest of everyone involved.
 - ii) The parties shall provide each other two weeks to engage in this dispute resolution process where that time is reasonably available.
 - iii) If the parties reach an impasse, the Petitioner shall have final decision-making authority as primary caregiver, except in the case of impasse with use of and training with firearms or other dangerous weapons, in which case mediation will be required. If mediation results in continued impasse, the parties shall submit the matter to the Court for a decision.
 - iv) Once a decision is made, each parent is required to honor that decision during their own parent-time whether the parent personally values the decision or not (i.e., getting children to scheduled classes/activities, taking prescribed and agreed upon medications/supplements, ensuring the child attends doctor/therapy appointments, etc.).
 - v) Day-to-day decisions regarding the care, control, and discipline of the parties' children will be made by the parent with whom the children are at the time.
 - vi) Either parent may make emergency decisions regarding the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.
 - vii) Any parental duties or rights not specifically addressed in this plan shall be discussed and mutually decided upon by both parents.

- viii) Should either parent feel that a decision made under this parenting plan is contrary to the best interests of any of the children, that parent may arrange for mediation of the matter through a mutually agreed upon mediator or mediation service. In the event the parents are unable to agree upon a mediator or mediation service, the parent requesting mediation will arrange for mediation through a mediator or mediation service included on the court roster of mediators. A written record shall be prepared of any agreement reached in mediation and a copy provided to each parent. The parents shall share the costs of mediation equally.
 - ix) No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through mediation, unless both parents agree in writing on a different method of dispute resolution, which may include counseling, arbitration, or court review. Should both parents agree in writing on either counseling or arbitration as a method of dispute resolution, no dispute may be presented to the Court in this matter without a good faith attempt by both parents to resolve the issue through the mutually agreed-on method of dispute resolution.
 - x) If the Court finds that a parent has used or frustrated the dispute resolution process without good reason, the Court may award attorney fees and financial sanctions to the prevailing parent.
- b) COMMUNICATION AND INFORMATION SHARING:
 - i) The Petitioner and the Respondent shall:
 - A) provide each other with their current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change, unless otherwise ordered by the court;
 - B) permit and encourage the children to communicate with the other parent during reasonable hours;
 - C) provide age-appropriate help to the children to communicate with the other parent via telephone, text message, email, letter;
 - D) give the children privacy during their communication with the other parent;
 - E) not interfere with or monitor communication between the children and the other parent; and
 - F) not use the children as messengers for parental communication.
 - ii) The parties shall notify each other within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and each parent shall be entitled to attend and participate fully.
 - iii) The parties shall have access directly to all school records and medical records and shall notify each other immediately in the event of a medical emergency. The Petitioner and the Respondent will each have the ability to consult with providers regarding education, childcare, and health care.
- c) CHILDCARE: Parental care shall be presumed to be better care for the children than surrogate care. Childcare arrangements existing during the marriage are preferred, as are childcare arrangements with nominal or no charge.
 - i) Each parent will have a right of first refusal as long as that parent is willing to provide all transportation for the children necessary to exercise that right.
 - ii) Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent. Each parent shall have the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise. A third-party care provider must:

- A) have a real-time, immediately available method for contacting, and being contacted by, either parent when caring for a child; and
 - B) be able to provide appropriate supervision based on the children's age, developmental level, and needs and have a mature sense of what to do in an emergency.
- iii) A third-party care provider must not:
 - A) have any pending charges or past convictions for offenses involving violence, child endangerment, child abuse, domestic violence, sexual misconduct, or substance abuse / substance-related impairment;
 - B) be under the influence of alcohol, illegal substances, or impairing medications while responsible for one or more of the parties' minor children.
- iv) When a parent arranges for a caregiver with whom the other parent is not familiar, that parent shall provide the other parent with the caregiver's name and contact information upon request. If either parent has a reasonable, articulable concern that a caregiver does not meet the requirements of this provision, the parent may request further information. Such a request must be made in good faith and may not be used to interfere with the other parent's parent-time.
- v) A parent shall not leave the children in the care of any individual whom the parents have agreed in writing shall not serve as a caregiver.
- vi) Parents shall value and discuss with each other any instance of a child expressing not feeling safe with any given caregiver to determine any needs required.
- d) **EDUCATION:** The school the children will attend shall be based on the Petitioner's home residence. The Petitioner and the Respondent each have authority to check the children out of school. The Petitioner and the Respondent each have access to the children during school. Regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either parent unless agreed to in writing.
- e) **RELIGIOUS UPBRINGING:** As of each child's 8th birthday, the child is allowed the ability to choose whether to be baptized in The Church of Jesus Christ of Latter-day Saints. At the typical age for other religious advancement (i.e., being ordained a deacon, teacher, or priest) or serving in a religious calling (class president / counselor, etc.), the parents agree to respect the individual choice of each child.
- f) **TECHNOLOGY:** The Petitioner and the Respondent must mutually decide when it is appropriate to give or allow access to interactive technology to the children for their personal use (i.e., phone, video games, video game devices, internet access, computers, social media use, social media accounts, etc.). Interactive technology and/or social media will not be used by the children until both parents agree that it is needful, safe, and appropriate.
- g) **EXTRACURRICULAR ACTIVITIES:** The parties shall share equally the costs of any such mutually-agreed-upon extracurricular activities of the minor children. Any such payment agreement shall be in writing before incurring the expense.
 - i) The parent who actually incurs the expenses for extracurricular activities shall provide written verification of the cost and proof of payment to the other parent within thirty (30) days of payment.
 - ii) A parent incurring expenses related to extracurricular activities may be denied the right to receive credit for the expenses or to recover the other parent's share of the

expenses if that parent fails to first obtain written agreement of the other parent before incurring the expense.

- iii) The parent to whom written verification is provided shall reimburse the parent who incurred the extracurricular expense one-half of the amount of the extracurricular expenses within thirty (30) days of receipt of the written verification.
- h) **DRIVING PRIVILEGES:** When each child moves toward obtaining a driver's license, one parent cannot gift or approve the purchase of a vehicle without agreement from the other parent and agreeing to the terms of its use, payments, maintenance, and insurance.
- i) **CONDUCT:**
 - i) Neither party shall do or say anything that would demean, disparage, harass, or otherwise diminish the other party in any way. Neither party shall conduct themselves in such a way in the presence of the parties' minor children, nor allow any other individual to do so.
 - ii) Each party shall be required to provide for the safety and welfare of the parties' minor children whenever the minor children are in the custody of that party. This includes always ensuring that a minor child uses a car seat (as appropriate for the age of each child), a seatbelt, a helmet when engaged in any activity that foreseeably may result in injury, etc. Neither party will allow that parties minor children to engage in dangerous activities without first consulting with the other parent.
 - iii) Neither parent shall use, possess or be under the influence of illegal drugs, non-prescribed controlled substances, or any substance that impairs judgement or the ability to safely care for minor children during parent-time or in the presence of the children. Each parent shall ensure that the children are not exposed to drug use, drug paraphernalia, or individuals actively using, or under the influence of, illegal drugs. Neither parent shall consume alcohol to the extent that it compromises their ability to safely supervise or care for the children. Neither parent shall operate, or permit anyone to operate on their behalf, any motor vehicle transporting the children after consuming alcohol to the degree that it could reasonably impair safe driving.
- j) **TRAVEL:** During parent-time, the parent exercising parent-time may consent for a child to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.
 - i) If the trip duration will exceed 48 hours or 250 miles, the parent arranging/authorizing the travel will notify the other parent at least one week in advance, and include the following information:
 - A) an itinerary of travel dates;
 - B) destinations;
 - C) places where the child or traveling parent can be reached; and
 - D) the name and telephone number of an available third person who would be knowledgeable of the child's location.
 - ii) Unchaperoned travel of a child under the age of five years is not permitted without the specific written agreement of the parties.
- k) **ADDITIONAL PARENT-TIME PROVISIONS:** In addition to the parent-time schedules provided above, the parties shall abide by the following guidelines that govern all parent-time arrangements between parents:

- i) Parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution.
- ii) The parent-time schedule shall be utilized to maximize the continuity and stability of the child's life.
- iii) Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- iv) If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the parenting plan are not affected.
- v) Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.

PROVISIONS REGARDING RELOCATION

- 9) If either parent moves more than 150 miles from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.
- 10) The written Notice of Relocation must include:
 - a) information about the move;
 - b) a proposed parent-time schedule; and
 - c) a statement that the parents will not interfere with the other parent's parent-time.
- 11) If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.
- 12) If either parent lives more than 150 miles away from the other, or if the parents live in different countries, parent-time will be as the parties agree. If they are unable to agree, the following relocation schedule will be the minimum parent-time for the noncustodial parent:
 - a) In years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:
 - i) spring break, beginning on the day that school is dismissed for the holiday and ending at 8:30 p.m. on the day before school resumes; and
 - ii) Thanksgiving, beginning on the day that school is dismissed for Thanksgiving and ending at 8:30 p.m. on the day before school resumes.
 - b) In years ending in an odd number, the minor children will spend the following holidays with the noncustodial parent:
 - i) fall break, beginning on the day that school is dismissed for the holiday and ending at 8:30 p.m. on the day before school resumes; and
 - ii) the entire winter break period, beginning on the day that school is dismissed for winter break and ending at 8:30 p.m. on the day before school resumes.
 - c) Extended parent-time shall be equal to ½ of the summer or off-track time for consecutive weeks. The children will be returned to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties will

mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.

- d) One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions:
 - i) If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.
 - ii) If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.
 - iii) If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.
 - e) The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.
- 13) If either parent lives more than 150 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the parent who moved, except one-half of the expenses for the summer or off-track time will be paid by the other parent.
 - 14) If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.
 - 15) Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

PROVISIONS REGARDING CHILD SUPPORT

- 16) The Petitioner's total gross income for child support purposes is set at \$2,757.
- 17) The Respondent's total gross income for child support purposes is set at \$7,000.
- 18) Pursuant to Utah Code section 81-6-304, the court orders child support obligations as follows:
 - a) the Respondent shall pay to the Petitioner on behalf of the parties' minor children the monthly sum of not less than \$1,512 as base support in compliance with the Utah Child Support Act using the sole physical custody worksheet. Support for each child terminates pursuant to Utah Code section 81-6-213 at the time that:
 - i) a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later; or
 - ii) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.
 - b) Child support will be paid via direct bank deposit separately from any other amounts payable between the parties, specifically noting each payment is child support.

- c) Child support payments shall begin the month immediately following the entry of the order for child support. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services (hereinafter "O.R.S.") to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.
- d) The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code Title 26B, Chapter 9, Parts 3 and 4, and any federal and state tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to O.R.S. until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. Should mandatory income withholding be implemented by O.R.S., child support shall be due on the first day of each month and delinquent on the first day of the following month. All child support payments shall be made to O.R.S., P.O. Box 45011, Salt Lake City, Utah 84145-011, unless O.R.S. gives notice that payments should be sent elsewhere.
- e) Any O.R.S. fees shall be paid by the Respondent. If O.R.S. fees are withheld from payments payable to the Petitioner, the Respondent will reimburse the Petitioner for any withheld fees.
- f) In the event that child support is not paid as ordered by the Court, the issue of child support arrearages may be determined by further judicial or administrative process.
- g) Beginning July 1, 2027, interest shall accrue on a child support payment that is delinquent at a rate of 6% from the date on which the child support payment becomes delinquent until the date on which the child support payment is paid. Interest will only accrue on the principal amount owed for child support.
- h) Each of the parties is under mutual obligation to notify the other of any change in monthly income within 30 days of the change. The method of notification is as follows: whenever either party's income changes by more than 10% (increase or decrease in gross pay), that party shall submit to the other party the first two paystubs showing the changed income amount. Such paystubs must be submitted to the other party with 15 days of being received by the party with the changed income.
- i) Under Utah Code sections 81-6-212(5), the parties have a right to adjust the child support order by motion after three years from the date of its entry if:
 - i) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet; and
 - ii) the difference is not of a temporary nature; and
 - iii) the amount previously ordered does not deviate from the child support guidelines.
- j) Under Utah Code section 81-6-212(3), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances. Any change listed below must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child

support award but may not be applied to justify a decrease in the award. The reasons for change under this section are:

- i) material changes in custody;
 - ii) material changes in the relative wealth or assets of the parties;
 - iii) material changes of 30% or more in the income of a parent;
 - iv) material changes in the employment potential and ability of a parent to earn;
 - v) material changes in the medical needs of the child; or
 - vi) material changes in the legal responsibilities of either parent for the support of others.
- 19) If physical custody of a child changes from what the court orders:
- a) the parent owing support must pay the support amount to whomever has physical custody of the child;
 - b) the parent must pay the support amount without asking the court to modify the child support order; and
 - c) this does not apply to temporary parent-time changes. (Utah Code 81-6-104(4) and 81-6-205(8)(a)).
- 20) Child support reduction for extended parent-time: If a child lives with the Respondent by court order or written agreement of the parties for:
- a) 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the Respondent during that time. (Utah Code 81-6-211(1)(a)).
 - b) 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the Respondent during that time. (Utah Code 81-6-211(1)(b)). the Petitioner's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.
- 21) If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

PROVISIONS REGARDING TAXES

- 22) As long as the party is current on all child support and other court-ordered financial obligations, the parties are entitled to claim the following children as an exemption on each parent's respective tax return every year as allowed by law:
- a) Petitioner: E.B. and L.B.;
 - b) Respondent: T.B. and W.B.

PROVISIONS REGARDING HEALTH CARE AND INSURANCE

- 23) The parties shall provide health care coverage for the medical expenses of the dependent children. Whenever health insurance coverage for the minor children is available to either party at reasonable cost such party must maintain medical, hospital, vision, and dental care insurance for the minor children. If such insurance is available to both parties, the parties shall compare coverage and associated costs and decide which party's coverage shall be maintained for the benefit of the minor children. If medical insurance is not available at reasonable cost, then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

- a) If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of the Respondent shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the Petitioner shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.
- b) The parties shall share equally the out-of-pocket costs of the premium actually paid by either parent for the children's portion of insurance. Based upon the settlement agreement of the parties, the Respondent shall be responsible for 100% of the out-of-pocket costs of the premium, subject to the following provisions:
 - i) any such payment the Respondent makes will not be held against the Petitioner after the fact; and
 - ii) the Respondent may terminate his voluntary election to pay 100% of the out-of-pocket costs of the premium at any time by providing the Petitioner with written notice, at which time the parties will each resume being responsible for 50% those costs.
- c) Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles, co-insurance, and co-payments, incurred for the minor child and actually paid by the parties.
- d) The parent who incurs medical expenses shall provide written verification of the medical expense and proof of payment of the medical expense to the other parent within 30 days of making payment. A parent incurring medical expense may be denied the right to receive credit for the expense or to recover the other parent's share of the expense if that parent fails to comply with providing such written verification and proof of payment.
- e) The parent to whom written verification and proof of payment is provided shall reimburse the parent who incurred the medical expense one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.
- f) On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and O.R.S. (if involved).
- g) If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party, and O.R.S. (if involved).

PROVISIONS REGARDING CHILD CARE

- 24) All reasonable work, career, or occupational training-related childcare expenses shall be shared equally by the parties, pursuant to Utah Code section 81-6-209.
 - a) If an actual expense for child care is incurred, a parent shall begin paying that parent's share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred, without obtaining a modification of the child support order.
 - b) In the absence of a court order to the contrary, a parent who incurs childcare expense shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

- c) In the absence of a court order to the contrary, the parent shall notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change.
- d) A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with subsections (b) and (c) directly above.

PROVISIONS REGARDING REAL PROPERTY

- 25) During the course of the marriage, the parties acquired real property. The real property, as listed below, is divided as indicated:
 - a) Property address: 676 E Howard Dr, Sandy, Salt Lake, Utah 84070
 - b) Primary purpose: family home
 - c) Tax ID: 28-07-228-018
 - d) Legal description: Lot 444, AMERICAN VILLA NO. 4 Lot size: .25 acre
 - e) Property acquired: 12/03/2012
 - f) Name(s) on title and mortgage: Cody Lyal Burr
 - g) Original cost: 224,000
 - h) Mortgage balance: \$140,000
 - i) Monthly payment: \$1,375.01
 - j) Current value: \$622,700
 - k) Disposition: the Petitioner will receive sole ownership of this property, including all equity and any rents.
- 26) The family home is titled solely in the Respondent's name, encumbered by the mortgage as indicated above. The family home is marital property, regardless of the manner in which title is currently held.
- 27) The family home, all equity therein, and any rents derived from the property — whether existing on or before the date of this petition or accruing thereafter — is awarded to the Petitioner free of any claim from the Respondent.
- 28) If the Petitioner is presently unable to qualify for refinancing of the existing mortgage in her name alone, the parties shall abide by the following interim arrangements that govern the property until the Petitioner qualifies for and receives a refinance of the mortgage solely in her name:
 - a) the Petitioner shall have exclusive right to occupy the family home;
 - b) the Petitioner shall be responsible for payment of the monthly mortgage, including principle, interest, taxes, and insurance in a timely manner directly to the lender, insurer, or government entity, and shall provide confirmation of timely payment to the Respondent within five days upon written request from the Respondent;
 - c) the Petitioner shall be responsible for any utilities, maintenance, repairs, and property taxes not subject to escrow through the mortgage;
 - d) the Respondent shall cooperate fully with the Petitioner's efforts to refinance the mortgage, including executing any documents reasonably necessary to facilitate the transfer of title and the refinance process, ultimately including a general warranty deed as part of the successful refinance of the mortgage conveying all of the Respondent's rights, title, and interest in the family home to the Petitioner free and clear of any claims by the Respondent;
 - e) the Respondent shall not encumber, pledge, transfer, dispose, mortgage, or otherwise take any action that would affect the family home in any way during the period of time the

parties are working to facilitate transfer of title, including not permitting any liens, judgments, or encumbrances to attach to the property as a result of the Respondent's personal debts or obligations, with the Respondent clearing or resolving any such lien, judgment, or encumbrance within 30 days at the Respondent's sole expense, holding the Petitioner harmless from any impact of any act arising within the scope of this paragraph;

- f) other than as outlined in the paragraph directly above, the Petitioner shall indemnify, defend, and hold the Respondent harmless from and against any and all liability, loss, cost, or expense arising from the mortgage or the family home during the interim period, including any default on the mortgage resulting from the Petitioner's failure to make timely payments;
- g) the Petitioner shall use commercially reasonable efforts to qualify to refinance the mortgage as soon as possible with an ultimate refinance deadline of three years from the date of the decree, unless the parties agree in writing to extend that date, with the Petitioner providing to the Respondent updates as regularly as every six months upon written request;
- h) if the Petitioner is unable to qualify to refinance the mortgage on the family home within three years of the date of the decree, the parties shall meet and confer in good faith to determine a course of action, which may include:
 - i) extending the three-year refinance deadline one or more times;
 - ii) listing the family home for sale, attempting to maximize the sale price based on reasonable market comparables, with all net proceeds payable 100% to the Petitioner after satisfaction of the mortgage balance and closing costs;
 - iii) such other arrangements as the parties may agree in writing; and
- i) in no event shall the Respondent's continued appearance on the title or mortgage after the date of the decree be construed as conferring any ownership interest or equity interest in the family home upon the Respondent.

PROVISIONS REGARDING PERSONAL PROPERTY / BUSINESS INTERESTS

- 29) During the course of the marriage relationship, the parties acquired certain items of personal property and business interests, which are divided as follows:

- a) Vehicles:
 - i) 2016 Honda Pilot
 - A) Title before divorce: Cody Lyal Burr and Amy Ruth Burr
 - B) Title after divorce: Amy Ruth Burr
 - C) Current value: approximately \$12,000 (Kelly Blue Book)
 - D) Current debt: \$0
 - ii) 2024 Chevrolet Silverado
 - A) Title before divorce: Cody Lyal Burr
 - B) Title after divorce: Cody Lyal Burr
 - C) Current value: approximately \$55,000 (Kelly Blue Book)
 - D) Current debt: \$0
 - iii) 1986 Toyota 4Runner
 - A) Title before divorce: Cody Lyal Burr
 - B) Owner after divorce: Cody Lyal Burr
 - C) Current value: approximately \$6,000 (offers received)

- D) Current debt: \$0
- iv) Polaris Four-Wheeler
 - A) Title before divorce: Cody Lyal Burr
 - B) Owner after divorce: Cody Lyal Burr
 - C) Current value: approximately \$9,000
 - D) Current debt: \$0
- b) Financial accounts:
 - i) Mountain America Credit Union #7724
 - A) Balance: \$51,000
 - B) Account holder(s): Amy Ruth Drechsel Burr and Cody Lyal Burr
 - C) Divide as follows: 50% to the Petitioner / 50% to the Respondent
 - ii) Zions Bank #1168
 - A) Balance: \$1,200
 - B) Account holder(s): Amy Ruth Drechsel Burr
 - C) Divide as follows: 100% to the Petitioner
 - iii) Via Benefits HSA #8506
 - A) Balance: \$32,500
 - B) Account holder(s): Cody Lyal Burr
 - C) Divide as follows: 50% to the Petitioner / 50% to the Respondent
 - D) The division of this account shall be accomplished by transferring 50% of the account balance as of the date of the decree to an independent Health Savings Account established by the Petitioner. The parties shall coordinate to accomplish the division of this account without negative tax consequence and to preserve the tax-advantaged status of these funds.
 - iv) Coinbase
 - A) Balance: \$10,700
 - B) Owner(s): Cody Lyal Burr
 - C) Divide as follows: 100% to the Respondent
- c) Business interests:
 - i) Linemark Paint
 - A) Description: sports field paint
 - B) Total estimated value: \$70,000
 - C) Percent owned by the Petitioner: 50%
 - D) Percent owned by the Respondent: 50%
 - E) Percent owned by the Petitioner after divorce: 0%
 - F) Percent owned by the Respondent after divorce: 100%
 - ii) Xtreme Green
 - A) Description: all natural fertilizer
 - B) Total estimated value: \$55,000
 - C) Percent owned by the Petitioner: 50%
 - D) Percent owned by the Respondent: 50%
 - E) Percent owned by the Petitioner after divorce: 0%
 - F) Percent owned by the Respondent after divorce: 100%
 - iii) Soil Matters

- A) Description: soil health and science
- B) Total estimated value: \$500
- C) Percent owned by the Petitioner: 50%
- D) Percent owned by the Respondent: 50%
- E) Percent owned by the Petitioner after divorce: 0%
- F) Percent owned by the Respondent after divorce: 100%

d) Investments

- i) Watersmark — Île à Vache Initiative (Haiti)
 - A) Description: \$10,000 investment of marital funds in project
 - B) Total invested: \$10,000
 - C) Interest rate: 1.6% monthly
 - D) Total current estimated value: \$40,600
 - E) Percent owned by the Petitioner: 50%
 - F) Percent owned by the Respondent: 50%
 - G) Percent owned by the Petitioner after divorce: 50%
 - H) Percent owned by the Respondent after divorce: 50%

- 30) All other personal property not specifically addressed in this petition shall be divided as the parties have — or may yet — divide it.

PROVISIONS REGARDING RETIREMENT ACCOUNTS

- 31) During the course of the marriage, the parties have established and contributed to retirement accounts, which are divided as follows:

- a) Fidelity Roth IRA #9978
 - i) Date opened: November 1, 2020
 - ii) Plan value: \$8,100
 - iii) Plan participant: Amy Ruth Drechsel Burr
 - iv) Percent owned after divorce: 100% to the Petitioner
- b) Wilson Towers Watson / Empower Retirement #0018
 - i) Date opened: August 10, 2010
 - ii) Plan value: \$165,500
 - iii) Plan participant: Cody Lyal Burr
 - iv) Percent owned after divorce: 100% to the Respondent
- c) Wilson Towers Watson Pension Plan
 - i) Date opened: August 10, 2010
 - ii) Plan value: \$55,323.30
 - iii) Plan participant: Cody Lyal Burr
 - iv) Percent owned after divorce: 100% to the Respondent
- d) Fidelity Roth IRA #0607
 - i) Date opened: July 1, 2000
 - ii) Plan value: \$16,800
 - iii) Plan participant: Cody Lyal Burr
 - iv) Percent owned after divorce: 100% to the Respondent
- e) Myriad Genetics Rollover IRA (Fidelity) #4391
 - i) Date opened: August 10, 2010
 - ii) Plan value: \$4,600

- iii) Plan participant: Cody Lyal Burr
- iv) Percent owned after divorce: 100% to the Respondent

PROVISIONS REGARDING DEBTS AND OBLIGATIONS

- 32) Other than the mortgage on the family home (see Real Property provisions above), the parties have no other debts from the marriage. If any debts exist, each debt shall be the responsibility of the party who incurred the debt.

PROVISIONS REGARDING ALIMONY

33) **PETITIONER'S ABILITY TO EARN AND FINANCIAL NEED**

- a) The Petitioner's monthly net income, not including child support, is \$2,757. This amount is based on the following sources of monthly income:
 - i) Imputed income at federal minimum wage: \$1,257
 - ii) Rental income: \$1,500
 - iii) Total = \$2,757 per month
- iv) Child support: \$1,512
- b) The Petitioner has significantly diminished workplace experience after more than 10 years of marriage based upon an agreement between the parties that the Petitioner reduce the Petitioner's workplace experience to provide care for the parties' four minor children. Accordingly, the parties agree that the court should presume that the court should equalize the parties' standard of living.
- c) For purposes of determining the Petitioner's standard of living, the Petitioner's reasonable monthly expenses are:

Petitioner's Expense Categories	Current	During Marriage
Mortgage / Rent	\$1,420	\$1,375
Real estate insurance	\$175	\$175
Real estate maintenance	\$120	\$120
Food and household supplies	\$1,000	\$1,100
Clothing	\$75	\$75
Automobile insurance	\$160	\$337
Automobile fuel	\$240	\$550
Automobile maintenance	\$150	\$250
Other transportation cost	\$30	\$50
Utilities (electricity, gas, water, sewer, garbage)	\$300	\$300
Telephone	\$45	\$90
Paid television / cable / satellite	\$15	\$15
Internet	\$56	\$56
Childcare	\$350	\$100
Extracurricular activities for children	\$250	\$450

Education for children	\$75	\$75
Education for self	\$50	\$50
Health insurance (with dental)	\$215	\$140
Health care expenses	\$140	\$140
Other insurance: life	\$17	\$22
Entertainment	\$25	\$40
Laundry and dry cleaning	\$10	\$10
Donations	\$300	\$0
Gifts	\$100	\$100
Other: parent fitness (yoga / yoga and climbing gym)	\$120	\$300
Other: children savings accounts	---	\$300
TOTAL:	\$5,438	\$6,220

- d) The difference between the Petitioner's monthly net income (including anticipated child support) and monthly current expenses is -\$1,175.

34) **RESPONDENT'S ABILITY TO PAY:**

- a) The Respondent's current monthly income is \$4,775. The Respondent is voluntarily underemployed and is capable, based on work experience and training, of earning a higher monthly income. Based on a comparison of historical and current earnings, gross monthly income should be attributed to the Respondent in the amount of \$7,000 from a single full-time job.
- b) Estimated monthly tax deductions:
- i) Federal income tax: -\$200
 - ii) State income tax: -\$225
 - iii) FICA: -\$435
 - iv) Medicare: -\$100
 - v) Total monthly deductions = -\$960
- c) Estimated net monthly income:
- i) Gross work income: \$7,000
 - ii) Estimated deductions: \$960
 - iii) Net monthly income: \$6,040
- d) For purposes of determining the Respondent's ability to equalize the parties' standard of living, the Respondent's reasonable monthly expenses are:

Respondent's Expense Categories	Current
Mortgage / Rent	\$1,200
Real estate insurance	---
Real estate maintenance	---
Food and household supplies	\$400
Clothing	\$50

Automobile insurance	\$226
Automobile fuel	\$150
Automobile maintenance	\$30
Utilities (electricity, gas, water, sewer, garbage)	\$0
Telephone	\$30
Paid television / cable / satellite	---
Internet	---
Childcare	\$350
Extracurricular activities for children	\$250
Education for children	---
Education for self	---
Health insurance	\$105
Health care expenses	\$30
Other insurance	\$17
Entertainment	\$25
Laundry and dry cleaning	\$10
Donations	\$200
Gifts	\$20
TOTAL:	\$3,093

- e) It is anticipated in this matter that the Respondent will be required to pay child support in the amount of \$1,512 per month.
- f) The difference between the Respondent's monthly net income and monthly current expenses (including anticipated child support) is \$1,435. This is the Respondent's ability to pay alimony each month.

35) **EQUALIZING THE PARTIES' STANDARDS OF LIVING:**

- a) The Petitioner and the Respondent have been married for 12 years and 8 months. The Petitioner worked full-time during the first one year and eight months of the parties' marriage. The court orders that alimony shall be paid for 11 years.
- b) The Respondent (as payor) shall pay alimony to the Petitioner (as payee) in the amount of \$1,305 per month for 11 years, calculated as follows:
 - i) Respondent's ability: \$1,435
 - ii) Petitioner's need: -1,175
 - iii) Difference: $\$260 / 2 = \130
 - iv) Alimony total: $\$1,175 + \$130 = \$1,305$
- c) Alimony shall start the month immediately following entry of the divorce decree. The payment schedule will be:
 - i) one half due by the 5th day of each month, and
 - ii) the other half by the 20th day of each month.

- d) Alimony not paid by the 5th day of the month is past due on the 6th day of the month. Alimony not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect child support, then O.R.S. may also collect alimony. The O.R.S. payment schedule will be followed.
- e) The Respondent's alimony obligation to the Petitioner shall terminate at the earliest of the following:
 - i) 11 years after the divorce decree enters;
 - ii) the death of the Petitioner; or
 - iii) the payor establishes that the Petitioner is cohabiting with another individual.

PROVISIONS REGARDING MISCELLANEOUS MATTERS

- 36) The parties will take all actions — including signing all documents — necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to act within 60 days, the other party may ask the court to appoint someone to sign the document.
- 37) The Petitioner is granted the right to resume her former name of Amy Ruth Drechsel, exercising this right at her election by presenting a certified copy of the divorce decree to any relevant agency or institution.
- 38) Each party shall assume his/her own costs and attorney fees, if any, incurred in this action.
- 39) It is just and proper that the parties may make changes to the Decree of Divorce at any time in writing by mutual consent. However, if the parties are unable to negotiate an agreement to any modifications, the parties shall make a good faith effort to resolve the dispute with the assistance of mediation prior to filing any Petition to Modify.
- 40) The Court hereby grants the Petitioner and the Respondent a divorce pursuant to the terms of this Divorce Decree.

**IF THIS DOCUMENT HAS BEEN AUTHORIZED AND ISSUED BY THE COURT, THE
COURT'S SEAL WILL APPEAR AT THE TOP RIGHT OF THE FIRST PAGE.**

END OF DOCUMENT

AMY RUTH DRECHSEL BURR, Petitioner
676 E Howard Dr
Sandy, Utah 84070
801.541.3477
roodrechsel@gmail.com

IN THE THIRD JUDICIAL DISTRICT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

The
Court,
having
the
above-

In the Matter of the Marriage of
AMY RUTH DRECHSEL BURR,
Petitioner,

and
CODY LYAL BURR,
Respondent.

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

Case No: 264903245
Judge: Koch
Commissioner: Sagers
Discovery Tier: Four

captioned matter brought before it for a decree of divorce based upon the Stipulated Settlement Agreement for Divorce ("the settlement agreement") filed by the parties on June 24, 2026, and having reviewed the matter, hereby enters the following:

FINDINGS OF FACT

- 1) The parties have not been represented by counsel, but have each had adequate opportunity to obtain legal counsel. The parties agreed that they are proceeding in this matter by each representing herself or himself.
- 2) The Petitioner and the Respondent acknowledge and agree that a Decree of Divorce should be entered by this Court, consistent with the terms of this Stipulated Settlement Agreement for Divorce.
- 3) The following constitute the grounds upon which this petition for divorce will be granted: irreconcilable differences.
- 4) The parties are each a bona fide resident of Salt Lake County, State of Utah, and have been for at least three months immediately before filing this case.
- 5) The parties resided in the marital relationship in the State of Utah, and therefore this Court has personal jurisdiction over the parties.
- 6) The parties were married on May 23, 2013, in Manti, Sanpete County, Utah, and are presently married, having separated on January 1, 2025.
- 7) There have been four children born as issue of this marriage, all four of whom are presently minors, as follows:
 - a) T.B., born February 2015;
 - b) W.B., born November 2016;
 - c) E.B., born March 2020; and
 - d) L.B., born August 2021.

- 8) The Court finds, based upon the verified agreement of the parties, that:
 - a) there is no pending case in which a party or the party's child is a party to or the subject of a petition or order involving child custody, child support, or parent time;
 - b) there is no pending criminal or delinquency case in which a party or the party's child is a defendant or respondent; and
 - c) there is no pending protective order case involving a party, regardless of whether a child of the party is involved.
- 9) The Court has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code sections 81-11-101 et seq., in that:
 - a) Utah is the "home state" of the minor children at the time of commencement of this proceeding.
 - b) Pursuant to Utah Code section 81-11-209, the parties:
 - i) have not participated, as a party or witness or in any other capacity, in any other proceeding concerning the custody of, or parent-time with, the children;
 - ii) do not know of any proceeding that could affect the current proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, and adoptions; and
 - iii) do not know of any person not a party to the proceeding who has physical custody of any of the children identified in this petition or who claims rights of legal custody or physical custody of, or parent-time with, any such children.
- 10) It is in the children's best interest that the parties be awarded joint legal custody of the minor children pursuant to the settlement agreement. The Court finds this agreement to be appropriate and acceptable under the circumstances.
- 11) The Petitioner should be awarded sole physical custody of the parties' minor children, with the Petitioner's residence being the primary physical residence, subject to the Respondent's right to parent-time at reasonable times and places pursuant to the settlement agreement. The Court finds this agreement to be appropriate and acceptable under the circumstances.
 - a) L.B. turning five years old in August 2026 will not constitute a substantial or material change in circumstances, as the issues of custody and parent-time, see paragraph 12 were crafted to address L.B.'s circumstances both before and after turning five years old.
- 12) The parties have agreed regarding transportation of the children. The Court finds this agreement to be appropriate and acceptable under the circumstances.
- 13) The parties have agreed upon a parenting plan, including sections on i) making decisions, ii) communication and information sharing, iii) childcare, iv) education, v) religious upbringing, vi) technology, vii) extracurricular activities, viii) driving privileges, ix) conduct, x) travel, and xi) additional parent-time provisions. The Court finds the parenting plan is proposed in good faith by the parties, and that these agreements are appropriate and acceptable under the circumstances.
- 14) The parties have agreed regarding relocation. The Court finds this agreement to be appropriate and acceptable under the circumstances.
- 15) As it relates to child support, and having reviewed the settlement agreement, and the Affidavit Regarding Jurisdiction, Grounds, and the Utah Child Support Act, the Court finds that:

- a) Petitioner's Income:
 - i) Pursuant to Utah Code section 81-6-203, the Petitioner is not employed outside of the home, having been, and continuing to be, primarily responsible for the day-to-day care of the minor children. The Petitioner has maintained a Child Life certification throughout the marriage but has not used that certification due to the parties agreement that she be at home to raise the parties' minor children. Because the Petitioner has no recent work experience, Amy should be imputed income at a wage of \$7.25 for a total monthly income of \$1,257.
 - ii) The Petitioner also currently receives \$1,500 per month in rental income from the family home, which income should be awarded to the Petitioner without any claim from the Respondent, and should be included in the Petitioner's total gross income for child support purposes.
 - iii) The Petitioner's total gross income for child support purposes: \$2,757.
- b) Respondent's Income:
 - i) Pursuant to Utah Code section 81-6-203, the Respondent is employed with Linemark Paint with monthly income in the amount of \$4,775.
 - ii) Based upon the agreement of the parties, the court finds that the Respondent is voluntarily underemployed and is capable, based on work experience and training, of earning a higher monthly income. Based on a comparison of historical and current earnings, gross monthly income should be attributed to the Respondent in the amount of \$7,000.
 - iii) The Respondent's total gross income for child support purposes: \$7,000.
- 16) Pursuant to Utah Code section 81-6-304, it is in the best interest of the children that the Court order child support obligations using the sole custody worksheet, as follows:
 - a) the Respondent should be ordered to pay to the Petitioner on behalf of the parties' minor children the monthly sum of not less than \$1,512 as base support in compliance with the Utah Child Support Act. The Court finds that this amount is consistent with the child support guidelines and the amount does not deviate from the amount outlined in Utah Code.
- 17) Pursuant to Utah Code section 81-6-106(3)(b):
 - a) neither party has received, or is receiving, public assistance from the State of Utah; and
 - b) child support services have not been, and are not currently being, provided under Part IV of the Social Security Act, 42 U.S.C., Section 601 et seq., on behalf of a child who is a subject of this action.
- 18) The parties have agreed upon provisions regarding health care and insurance for the children. The Court finds this agreement to be appropriate and acceptable under the circumstances.
- 19) The parties have agreed upon provisions regarding childcare. The Court finds this agreement to be appropriate and acceptable under the circumstances.
- 20) The parties have agreed to a division of real property, division of personal property / business interests, division of retirement / investment accounts, divisions of debts and obligations, alimony, and taxes. The Court finds these agreements to be appropriate and acceptable under the circumstances.

- 21) The parties have agreed to provisions regarding miscellaneous matters. The Court finds these agreements to be appropriate and acceptable under the circumstances.

CONCLUSIONS OF LAW

- 22) This Court has personal jurisdiction over the parties pursuant to Utah Code section 81-4-402.
- 23) Pursuant to Utah Code section 78B-3a-201, this Court is the appropriate venue for this cause of action.
- 24) The Stipulated Settlement Agreement for Divorce filed June 24, 2026, and agreed to by the parties, appropriately and equitably resolves the issues between the parties.
- 25) A decree of divorce should be granted to the Petitioner consistent with the terms of the settlement agreement, as signed by the parties and filed with the Court, to become final upon the signing and entry of said decree.

**IF THIS DOCUMENT HAS BEEN AUTHORIZED AND ISSUED BY THE COURT, THE
COURT'S SEAL WILL APPEAR AT THE TOP RIGHT OF THE FIRST PAGE.**

END OF DOCUMENT