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

In the Matter of the Marriage of:	
SARAI O. BURT,	DECREE OF DIVORCE (WITH PARENTING PLAN)
Petitioner,	
and	Civil No: 234901333 DA
THOMAS CHAD BURT,	Judge Stephen Nelson
Respondent.	Commissioner Russell Minas

This matter having come before the above-entitled Court, Petitioner Sarai O. Burt (“Sarai”) and Respondent Thomas Chad Burt (“Chad”) having mediated with Lisa Jones on February 11, 2026 and executed a written Settlement Agreement, the agreement of the parties having been submitted and approved, the Court having reviewed Chad’s Motion for Entry of Decree of Divorce the records and files herein and being fully advised in the premises and good cause appearing therefore, the Court having made and entered herein its written Findings of Fact and Conclusions of Law, and upon motion of Petitioner, the Court now makes and enters the following Order:

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED
as follows:

1. Dissolution of Marriage. Each party is awarded a Decree of Divorce from the other upon the grounds of irreconcilable differences, and the marriage between Petitioner and Respondent be and the same is hereby dissolved, and the parties are hereby freed and absolutely released from the bonds of matrimony and all the obligations thereof with said Decree to become final upon signing and entry

2. Child Custody. The Respondent and Petitioner are awarded joint legal custody of their minor child C.B., born December 2017, pursuant to the Parenting Plan below.

3. Proposed Parenting Plan. Pursuant to UTAH CODE § 81-9-203(6), following Parenting Plan, will govern their joint legal custody relationship and the rights of each parent to parent-time with their minor child.

a. Parenting Time: The following shall be the parent-time schedule:

(i) The Petitioner is awarded parent-time with the minor child as the parties agree, but not less than what is suggested by UTAH CODE §81-9-302, a copy of which is attached to the parties' Settlement Agreement as Exhibit A. The Petitioner's weekday overnights with the minor child shall be Monday and Tuesday.

(ii) The child shall be in the care and custody of the Respondent at all times, not allocated to the Petitioner herein.

(iii) The time-sharing schedule, reflecting the parent with whom the minor child will spend her overnights, is expressed in the chart below:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Mother	Mother	Father	Father	Father	Mother	Mother
Week 2	Mother	Mother	Father	Father	Father	Father	Father

b. Extended Parent-Time. Each party is allowed two weeks of uninterrupted extended parent time. The parties shall give each other at least 30 days' advance notice of their choice of extended parent-time. In the event of a conflict, the Petitioner shall have the first choice of extended parent-time in all odd-numbered years, and the Respondent shall have the first choice in all even-numbered years. Extended parent-time shall not be scheduled to include holidays that are awarded to the other parent.

c. Holiday Parent-Time. Holidays shall be divided equally between the parties as they may agree. If the parties cannot agree on how to allocate holidays, the schedule set forth at UTAH CODE § 81-9-302, attached as Exhibit A to the parties' Agreement, shall govern.

d. Other Parent-Time. Each parent is entitled to reasonable and age-appropriate telephone, electronic, or other virtual visitation with the minor child.

e. Surrogate Care: The parties have agreed that parent care is preferable to surrogate care. If a parent needs surrogate care for four hours or more, that parent shall give the other parent the first opportunity to care for the child. If the other parent is unwilling or unable to provide care for the child, the parent requiring surrogate care shall first utilize grandparents or other immediate family members as surrogate caregivers before seeking another caregiver of their choice.

f. Decision Making: The parties shall consult with each other if their child is experiencing school problems, emotional concerns, or other problems. The parties shall make joint decisions regarding their child on significant issues, such as education, health care, and religious upbringing. Both parties have agreed that the child shall be raised in the Roman Catholic faith and will cooperate with the child receiving all age-appropriate sacraments. Either party may make emergency health and safety decisions for the child, and they shall inform the other party as soon as practicable of the nature of the emergency and the decision made. Day-to-day decisions regarding the care, custody, and control of the child shall be made by the parent who has physical custody of the child at the time.

g. Dispute Resolution. If the parties cannot reach a joint decision regarding their child, they shall first attempt mediation, only upon mutual agreement, before seeking court intervention. Final decisions are to be made by the Respondent as a presumptive final decision. The Petitioner may challenge this decision in Court provided that she initiates such a court challenge within 30 days of being advised in writing by the Respondent of his decision. If the Petitioner files a court challenge, she shall have to prove that the Respondent's decision is not in the child's best interests.

h. Communications Regarding the Child: The parties shall communicate directly with each other regarding their child and remain civil in their future dealings related to their child. Text messaging is the preferred mode of communicating. Messages shall be responded to within 24 hours of receipt.

i. Respectful Co-Parenting. The parties shall refrain from making harmful, insulting, or denigrating comments about the other party in the child's presence, and they

shall use their best efforts to prevent others from doing so. The parties shall accommodate the child's needs to have quality relationships with extended family members and facilitate the child's attendance at significant family functions.

j. Sharing of Information: Both parties shall provide each other with their current residential and mailing addresses, telephone numbers, and email addresses within 24 hours of any change. Unless each party has independent access to this information, each party shall share with the other all schoolwork, report cards, school pictures, and other information relating to the schooling and extracurricular activities of the minor child. Further, unless each party has independent access to this information, each parent shall take affirmative steps to share information regarding the times and locations of parent-teacher conferences, school programs, church programs, sporting events, recitals, performances, practices, and other significant events involving their child.

k. Access to Information. Both parties shall have equal access to their child's school, medical, dental, and psychological records. This Parenting Plan shall constitute a release, allowing each parent to access.

l. Traveling with the Child. If a party will be away from their established residence with the child for more than 24 hours, the traveling parent shall provide to the other the following information at least 24 hours before the intended travel: (1) an itinerary of travel dates, (2) destinations, (3) places where the child or traveling parent can be reached, and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location. Neither parent shall unreasonably withhold consent for international travel with the child. Each party shall cooperate fully to

provide the necessary passports, travel documents, and permissions required for the agreed-upon international travel.

m. Relocation. If a party relocates outside of Salt Lake County, Utah, or Summit County, Utah, the relocating parent's parent-time shall be as set forth at UTAH CODE § 81-9-209, a copy of which is attached as Exhibit B to the parties' Agreement, until further order of the court.

n. Education Plan. The parties have agreed that the child will continue to attend Roman Catholic schools; however, if both parties agree that the child attends public school, she shall attend in the Salt Lake City School District or the Park City School District. Both parents shall have access to the child during school and the authority to check a child out of school. If the child attends public schools, the parties will attempt to make a joint decision on who shall be deemed the residential parent for school attendance purposes and sharing of public school fees using their dispute resolution process. If a joint decision cannot be reached, either party may seek a court order after attending mediation to resolve the dispute.

o. Personal Conduct Orders. Both parties are restrained from using prescribed drugs in a non-prescribed manner during their parent time and from using illegal drugs or substances during their parent time, including if the use is part of a religious, quasi-religious, or therapeutic setting.

p. New Relationships. Neither party shall introduce a new relationship partner (boyfriend/girlfriend/significant other) to the child for six (6) months upon entry of the Decree of Divorce. Following the expiration of the six (6) month period, neither

party shall introduce the relationship partner to the child without prior notice to the other party without being involved with the relationship partner other for a period greater than six (6) months. The other party shall have a right to meet such a relationship partner before the child meets such a person. Neither party shall leave the child alone with such a relationship partner without the other party's prior consent.

4. Child Support. The Petitioner is ordered to pay Respondent child support in the amount of \$50 per month, which is a deviated support child support order pursuant to UTAH CODE § 81-6-202 in light of the property settlement herein. The parties have agreed that child support at the presumed amount under the guidelines would not be in the child's best interests. The support amount suggested by the guidelines would have been \$265 per month, based on assigning the Petitioner a gross monthly income of \$6,667 and the Respondent a gross monthly income of \$13,350, with the Petitioner being assigned 145 overnights and the Respondent 220 overnights. Child support shall be paid in equal installments on the 5th and 20th of each month until the parties' minor child attains the age of eighteen years and has graduated from high school in her usual and anticipated year of graduation.

5. Extracurricular Activities. Neither party shall enroll their child in extracurricular activities to take place during the other parent's custodial time. If their child is enrolled in such an activity, the non-enrolling parent shall not be obligated to have the child participate during their custodial time. Costs for extracurricular activities agreed upon by the parties in advance of enrollment and confirmed in writing shall be shared equally. Otherwise, the parent enrolling a child in an extracurricular activity shall bear all costs for the activity.

6. Child Care Expenses: Each party shall pay for their own after-school child care and summer daytime child care they require.

7. Medical Insurance. The Respondent has a policy of health, hospitalization, and dental insurance available to him through his employment for the benefit of the parties' minor child, and he is ordered to maintain this policy so long as it remains available to him at a reasonable cost. The Respondent shall be responsible for the child's portion of this premium.

8. Verification of Insurance Coverage. The Respondent shall verify coverage to the Petitioner on or before January 2 of each calendar year. The Respondent shall notify the Petitioner of any change in insurance carrier, premium, or benefits within thirty (30) calendar days of the date he first knew or should have known of the change.

9. Primary Insurance Coverage. If, at any point in time, the minor child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Respondent shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Petitioner shall be secondary coverage for the child. If a parent remarries and their minor 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.

10. Medical, Dental, and Other Health Care Expenses. Each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical, dental, optical, orthodontia, and mental health care expenses incurred for a dependent child, including deductibles and copayments.

A parent who incurs medical expenses shall provide written verification of the cost and payment of these expenses to the other parent within 30 days of making the payment.

11. Notice to Medical/Dental Expense Creditors. Pursuant to UTAH CODE § 15-4-6.7, when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to UTAH CODE § 26B-9-224 or 81-6-202, a provider who receives a copy of the order at or before the time the provider renders medical or dental services to the child, and upon request from a parent, shall separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order; or within 30 days after the day on which the provider renders the medical or dental service to the child, may not: (i) make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order; or (ii) make a negative credit report under UTAH CODE § 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 the share of the medical and dental expenses that the parent is required to pay under the order.

12. Child-Related Tax Deductions. Beginning with the 2023 tax year, the parties shall equally share claiming the minor child as a dependent for purposes of filing federal and state tax returns as follows:

a. The parties shall alternate claiming the child as a dependency exemption, with the Respondent being entitled to the exemption in tax years ending in an even number and the Petitioner being entitled to the exemption in tax years ending in an odd number.

b. If a parent does not file a tax return for the year, they are allowed to claim the child; the other parent may claim the child on their return.

c. A parent must be current on their child support obligation as of December 31 of the tax year for which they are entitled to claim the dependent exemption on their tax return.

d. The parties shall cooperate in signing any forms required by the IRS to allow the other party to claim the child when they are entitled to the exemption.

13. Tax Filing. Respondent and Petitioner shall file individual tax returns for the 2022 tax year and every year thereafter. Each party shall be solely liable for any refund owed due to their separate tax filing. Any refund received shall become the separate property of the filing party.

14. Alimony. Each party is fully capable of providing their own support, and no alimony is awarded to either party now or in the future.

15. Real Property – Marital Home. During their marriage, the parties acquired a home and real property located at 239 Douglas Street, Salt Lake City, Utah (“the Real Property”), subject to an outstanding obligation. The Real Property is awarded to the Respondent, subject to an equitable lien in favor of the Petitioner in the amount of \$190,000. This lien shall be paid to the Petitioner within ninety (90) days after entry of this Decree of Divorce. If the Petitioner is not paid her equitable lien within 120 days the house shall be placed for sale and any equity in excess of her equitable lien will be paid to the Respondent.

16. Guatemala Property. The Petitioner is awarded all property and accounts owned by the Petitioner solely or with others, free of any claim by the Respondent.

17. Personal Property. During their marriage, the parties acquired certain items of personal property that shall be awarded as presently divided between them.

18. Vehicles. During their marriage, the parties acquired certain vehicles that are awarded to each of the parties as follows:

a. The Petitioner is awarded the 2019 Toyota 4Runner automobile as her sole and separate property, indemnifying and holding the Respondent harmless thereon; and

b. The 2020 Ford F150 automobile currently used by the Respondent is owned by Advanced Precision Manufacturing and is not part of the marital estate.

19. Banking and Financial Accounts. Each party is awarded their checking, savings, and all other financial accounts held in their separate names, free of any claim by the other. The parties have one joint account with no balance that shall be closed within thirty (30) days of entry of this Decree of Divorce.

20. Premarital, Gifted, and Inherited Property. Each party is awarded their premarital assets and assets acquired by gift or inheritance, including interests in family trust assets, as that party's sole and separate assets, free of any claim by the other.

21. Business Assets.

a. Before the marriage, the Respondent acquired an interest in the business known as Wasatch Technical Manufacturing, and the Respondent is awarded all interest and liability in this business as his sole and separate asset, free of any claim by the Petitioner. Respondent shall indemnify and hold the Petitioner harmless on any liabilities associated with this business.

b. Any business acquired or established by the Petitioner during their marriage is awarded to the Petitioner free of any claim by the Respondent.

22. Retirement Assets.

a. All retirement assets in the Petitioner's name, whether or not earned during the marriage, is awarded to her free of any claim by the Respondent.

b. The marital portion of Respondent's Advance Precision 401(k) shall be valued as of December 31, 2022, and divided equally between the parties. The Petitioner shall draft, prepare and ensure a Qualified Domestic Relations Order (QDRO) will be entered to this effect within ninety (90) days of entry of this Decree of Divorce. The Respondent will cooperate to provide any information needed to assist with the QDRO process.

c. The marital portion of the Respondent's Wasatch Technical Manufacturing 401(k) shall be valued as of December 31, 2022 and divided equally between the parties. The Petitioner shall draft, prepare and ensure a Qualified Domestic Relations Order (QDRO) will be entered to this effect within ninety (90) days of entry of this Decree of Divorce. The Respondent will cooperate to provide any information needed to assist with the QDRO process.

23. Debts and Obligations. During their marriage, the parties incurred certain debts and obligations, which shall be distributed between the parties as follows:

a. The Respondent shall pay and hold the Petitioner harmless on the remaining balance of the Respondent's UFirst Credit Union and Chase credit cards used to renovate the Douglas Street Real Property.

b. The Petitioner shall assume, pay, indemnify, and hold the Respondent harmless on any debts and obligations incurred in her sole name, including all credit cards, loans, or lines of credit in her name.

c. Each party shall be responsible for paying any other debt they individually incurred after separation.

24. Attorney's Fees. Each party shall be required to pay their own attorney's fees and costs incurred in connection with this matter.

25. Mutual Cooperation. Each party shall cooperate with the other through counsel or otherwise to effect changes in title within thirty (30) days of entry of this Decree of Divorce unless otherwise set forth above, to effect changes in property to be distributed, to change the names and responsibilities for payment on the charge accounts and other debts allocated between the parties, and to cooperate in each and every other way necessary and proper to ensure that the terms of this Decree of Divorce are carried out in every detail.

26. Execution. Each party shall sign any and all documents necessary to implement all of the terms and conditions as set forth above.

27. Resolution of Future Disputes. In the event of a dispute regarding this Decree of Divorce, they shall mediate with a mutually acceptable mediator and split the cost equally prior to initiating court action. Actions to enforce any term of this Decree of Divorce shall not be subject to the requirement to mediate before seeking court remedies.

IT IS HEREBY ORDERED:

That judgment be entered accordingly.

End of document - *See electronic signature, date and seal on first page*

In accordance with the Utah State District courts Efiling Standard No. 4 and Utah Rule of Civil Procedure Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.

RULE 7 NOTICE

Pursuant to Rule 7 the UTAH RULES OF CIVIL PROCEDURE, all parties are hereby notified that any written objections to the form of the foregoing order shall be filed with the Court and a copy served on the party preparing within seven (7) days from the date this proposed order is served. If no objections are filed within that time, the original hereof will be forwarded to the Court for signature and entry.

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of April, 2026, a true and correct copy of the foregoing was served pursuant to statute by the method indicated below, to the following:

Benjamin B. Grindstaff
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☐	U.S. Mail, Postage Prepaid
☒	Electronically (email)
☐	Hand-Delivered
☐	Facsimile Transmission
☐	Overnight Mail

Attorney for Petitioner

/s/ Kristine Wimmer Berg

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Kristine Wimmer Berg
Assistant to Amy Kennedy