



Skagit County Auditor
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1 of 41 12:29PM

Document Title:

Order Granting Motion for Judgment Nunc Pro Tunc and Final Decree of Divorce Nunc Pro Tunc

Reference Number :

Grantor(s):

☐ additional grantor names on page ____.

1. Geneva Salinas Olivarez

2.

Grantee(s):

☐ additional grantee names on page ____.

1. Jose Olivarez, Jr.

2.

Abbreviated legal description:

☐ full legal on page(s) ____.

Lot 41, 'PLAT OF BAKERVIEW WEST, 'AS PER PLAT RECORDED IN VOLUME 17 OF PLATS, PAGES 13 THROUGH 16, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON, SITUATE IN THE CRT OF MOUNT VERNON, COUNTY OF SKAGIT, AND STATE OF WASHINGTON

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____.

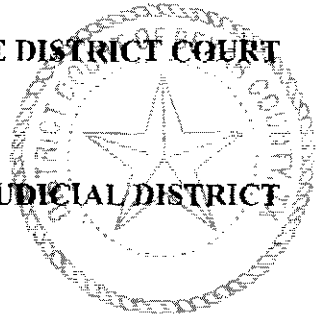
458-61A-203(2)

NO. 2012-CI-19968IN THE MATTER OF
THE MARRIAGE OFJOSE OLIVAREZ, JR.
AND
GENEVA SALINAS OLIVAREZAND IN THE INTEREST OF
ANTHONY JOEL OLIVAREZ, A CHILD§
§
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IN THE DISTRICT COURT

131ST JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

ORDER GRANTING MOTION FOR JUDGMENT NUNC PRO TUNC

On December 3, 2015, the Court heard Petitioner, Jose Olivarez, Jr.'s Motion for Judgment Nunc Pro Tunc.

The Court, after consideration of the original judgment rendered by the Court on February 27, 2014, finds that said judgment is incomplete and contains omissions, and should be vacated and replaced to correct the clerical error as to legal description of the property awarded to the husband and the descriptions missing from the debts awarded to the husband. The corrections occur on former Pages 22 and 24 of the Final Decree of Divorce, Pages 25, 26, 28, and 29 of the Final Decree of Divorce Nunc Pro Tunc.

This Order supersedes and replaces the order of February 27, 2014 signed by the Honorable Judge Richard Price.

IT IS ORDERED that a Judgment Nunc Pro Tunc be entered in the form attached to this Order as "Exhibit A."

SIGNED ON December 3, 2015

Michael E. Key
JUDGE PRESIDING

12/04/2015 10:44 AM

AGREED AS TO FORM AND SUBSTANCE:

JAMIE GRAHAM & ASSOCIATES

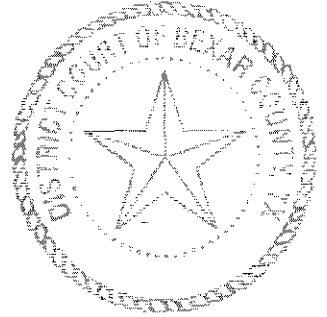
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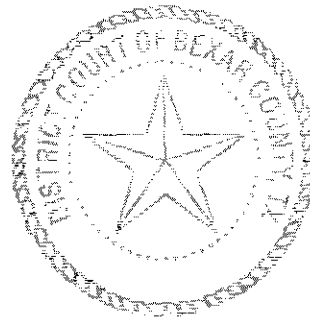
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Attorney for Respondent
State Bar No. 00788573

12/04/2015 VOL 449 PG 146

NO. 2012-CI-19968IN THE MATTER OF
THE MARRIAGE OFJOSE OLIVAREZ, JR.
AND
GENEVA SALINAS OLIVAREZAND IN THE INTEREST OF
ANTHONY JOEL OLIVAREZ, A CHILD§
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IN THE DISTRICT COURT

131ST JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

REAL ESTATE EXCISE TAX

2016937

MAR 22 2016

FINAL DECREE OF DIVORCEOn April 15, 2013, the Court heard this case.*Appearances*

Petitioner, Jose Olivarez, appeared in person and through attorney of record, Jamie L. Graham, and announced ready for trial.

Respondent, Geneva Salinas Olivarez, appeared in person and through attorney of record, Raymond J. Vale, and announced ready for trial.

Record

The making of a record of testimony was waived by the parties with the consent of the Court.

Jurisdiction and Domicile

The Court finds that the pleadings of Petitioner are in due form and contain all the allegations, information, and prerequisites required by law. The Court, after receiving evidence, finds that it has jurisdiction of this case and of all the parties and that at least sixty days have elapsed since the date the suit was filed.

The Court further finds that, at the time this suit was filed, Petitioner had been a domiciliary

of Texas for the preceding six-month period and a resident of the county in which this suit was filed for the preceding ninety-day period. All persons entitled to citation were properly cited.

Jury

A jury was waived, and questions of fact and of law were submitted to the Court.

Agreement of Parties

The Court finds that the parties have entered into a written agreement as contained in this decree by virtue of having approved this decree as to both form and substance. To the extent permitted by law, the parties stipulate the agreement is enforceable as a contract. The Court approves the agreement of the parties as contained in this Final Decree of Divorce.

Divorce

IT IS ORDERED AND DECREED that Jose Olivarez, Petitioner, and Geneva Salinas Olivarez, Respondent, are divorced and that the marriage between them is dissolved on the ground of insupportability.

Child of the Marriage

The Court finds that Petitioner and Respondent are the parents of the following child:

Name: Anthony Joel Olivarez
 Sex: Male
 Birth date: December 1, 1997
 Home state: Texas

The Court finds no other children of the marriage are expected.

Parenting Plan

The Court finds that the provisions in this decree relating to the rights and duties of the parties with relation to the child, possession of and access to the child, child support, and optimizing the development of a close and continuing relationship between each party and the

child constitute the parties' agreed parenting plan.

Conservatorship

The Court, having considered the circumstances of the parents and of the child, finds that the following orders are in the best interest of the child.

IT IS ORDERED that Jose Olivarez and Geneva Salinas Olivarez are appointed Joint Managing Conservators of the following child: Anthony Joel Olivarez.

IT IS ORDERED that, at all times, Jose Olivarez, as a parent joint managing conservator, shall have the following rights:

1. the right to receive information from any other conservator of the child concerning the health, education, and welfare of the child;
2. the right to confer with the other parent to the extent possible before making a decision concerning the health, education, and welfare of the child;
3. the right of access to medical, dental, psychological, and educational records of the child;
4. the right to consult with a physician, dentist, or psychologist of the child;
5. the right to consult with school officials concerning the child's welfare and educational status, including school activities;
6. the right to attend school activities;
7. the right to be designated on the child's records as a person to be notified in case of an emergency;
8. the right to consent to medical, dental, and surgical treatment during an emergency involving an immediate danger to the health and safety of the child; and
9. the right to manage the estate of the child to the extent the estate has been created by the parent or the parent's family.

IT IS ORDERED that, at all times, Geneva Salinas Olivarez, as a parent joint managing conservator, shall have the following rights:

1. the right to receive information from any other conservator of the child concerning the health, education, and welfare of the child;
2. the right to confer with the other parent to the extent possible before making a decision concerning the health, education, and welfare of the child;
3. the right of access to medical, dental, psychological, and educational records of the child;
4. the right to consult with a physician, dentist, or psychologist of the child;
5. the right to consult with school officials concerning the child's welfare and educational status, including school activities;
6. the right to attend school activities;
7. the right to be designated on the child's records as a person to be notified in case of an emergency;
8. the right to consent to medical, dental, and surgical treatment during an emergency involving an immediate danger to the health and safety of the child; and
9. the right to manage the estate of the child to the extent the estate has been created by the parent or the parent's family.

IT IS ORDERED that, at all times, Jose Olivarez and Geneva Salinas Olivarez, as parent joint managing conservators, shall each have the following duties:

1. the duty to inform the other conservator of the child in a timely manner of significant information concerning the health, education, and welfare of the child; and
2. the duty to inform the other conservator of the child if the conservator resides with for at least thirty days, marries, or intends to marry a person who the conservator knows is registered as a sex offender under chapter 62 of the Code of Criminal Procedure or is currently charged with an offense for which on conviction the person would be required to register under that chapter. IT IS ORDERED that this information shall be tendered in the form of a notice made as soon as practicable, but not later than the fortieth day after the date the conservator of the child begins to reside with the person or on the tenth day after the date the marriage occurs, as appropriate. IT IS ORDERED that the notice must include a description of the offense that is the basis of the person's requirement to register as a sex offender or of the offense with which the person is charged. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS

NOTICE.

IT IS ORDERED that, during his periods of possession, Jose Olivarez, as parent joint managing conservator, shall have the following rights and duties:

1. the duty of care, control, protection, and reasonable discipline of the child;
2. the duty to support the child, including providing the child with clothing, food, shelter, and medical and dental care not involving an invasive procedure;
3. the right to consent for the child to medical and dental care not involving an invasive procedure; and
4. the right to direct the moral and religious training of the child.

IT IS ORDERED that, during her periods of possession, Geneva Salinas Olivarez, as parent joint managing conservator, shall have the following rights and duties:

1. the duty of care, control, protection, and reasonable discipline of the child;
2. the duty to support the child, including providing the child with clothing, food, shelter, and medical and dental care not involving an invasive procedure;
3. the right to consent for the child to medical and dental care not involving an invasive procedure; and
4. the right to direct the moral and religious training of the child.

IT IS ORDERED that Jose Olivarez, as a parent joint managing conservator, shall have the following rights and duty:

1. the exclusive right to designate the primary residence of the child without regard to geographic location;
2. the independent right to consent to medical, dental, and surgical treatment involving invasive procedures;
3. the independent right to consent to psychiatric and psychological treatment of the child;

4. the exclusive right to receive and give receipt for periodic payments for the support of the child and to hold or disburse these funds for the benefit of the child;

5. the independent right to represent the child in legal action and to make other decisions of substantial legal significance concerning the child;

6. the independent right to consent to marriage and to enlistment in the armed forces of the United States;

7. the independent right to make decisions concerning the child's education;

8. except as provided by section 264.0111 of the Texas Family Code, the independent right to the services and earnings of the child;

9. except when a guardian of the child's estate or a guardian or attorney ad litem has been appointed for the child, the independent right to act as an agent of the child in relation to the child's estate if the child's action is required by a state, the United States, or a foreign government; and

10. the independent duty to manage the estate of the child to the extent the estate has been created by community property or the joint property of the parent.

IT IS ORDERED that Geneva Salinas Olivarez, as a parent joint managing conservator, shall have the following rights and duty:

1. the independent right to consent to medical, dental, and surgical treatment involving invasive procedures;

2. the independent right to consent to psychiatric and psychological treatment of the child;

3. the independent right to represent the child in legal action and to make other decisions of substantial legal significance concerning the child;

4. the independent right to consent to marriage and to enlistment in the armed forces of the United States;

5. the independent right to make decisions concerning the child's education;

6. except as provided by section 264.0111 of the Texas Family Code, the independent right to the services and earnings of the child;

7. except when a guardian of the child's estate or a guardian or attorney ad litem has

been appointed for the child, the independent right to act as an agent of the child in relation to the child's estate if the child's action is required by a state, the United States, or a foreign government; and

8. the independent duty to manage the estate of the child to the extent the estate has been created by community property or the joint property of the parents.

Possession and Access

1. *Standard Possession Order*

IT IS ORDERED that each conservator shall comply with all terms and conditions of this Standard Possession Order. IT IS ORDERED that this Standard Possession Order is effective immediately and applies to all periods of possession occurring on and after the date the Court signs this Standard Possession Order. IT IS, THEREFORE, ORDERED:

(a) *Definitions*

1. In this Standard Possession Order "school" means the primary or secondary school in which the child is enrolled or, if the child is not enrolled in a primary or secondary school, the public school district in which the child primarily resides.

2. In this Standard Possession Order "child" includes each child, whether one or more, who is a subject of this suit while that child is under the age of eighteen years and not otherwise emancipated.

(b) *Mutual Agreement or Specified Terms for Possession*

IT IS ORDERED that the conservators shall have possession of the child at times mutually agreed to in advance by the parties, and, in the absence of mutual agreement, it is ORDERED that the conservators shall have possession of the child under the specified terms set out in this Standard Possession Order.

(c) *Parents Who Reside 100 Miles or Less Apart*

Except as otherwise expressly provided in this Standard Possession Order, when Geneva Salinas Olivarez resides 100 miles or less from the primary residence of the child, Geneva Salinas Olivarez shall have the right to possession of the child as follows:

1. *Weekends -*

On weekends that occur during the regular school term, beginning at 6:00 p.m., on the first, third, and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday.



MOTION FOR JUDGMENT NUNC PRO TUNC

On weekends that do not occur during the regular school term, beginning at 6:00 p.m., on the first, third, and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday.

2. Weekend Possession Extended by a Holiday -

Except as otherwise expressly provided in this Standard Possession Order, if a weekend period of possession by Geneva Salinas Olivarez begins on a student holiday or a teacher in-service day that falls on a Friday during the regular school term, as determined by the school in which the child is enrolled, or a federal, state, or local holiday that falls on a Friday during the summer months when school is not in session, that weekend period of possession shall begin at 6:00 p.m. on the immediately preceding Thursday.

Except as otherwise expressly provided in this Standard Possession Order, if a weekend period of possession by Geneva Salinas Olivarez ends on or is immediately followed by a student holiday or a teacher in-service day that falls on a Monday during the regular school term, as determined by the school in which the child is enrolled, or a federal, state, or local holiday that falls on a Monday during the summer months when school is not in session, that weekend period of possession shall end at 6:00 p.m. on that Monday.

3. Thursdays - On Thursday of each week during the regular school term, beginning at 6:00 p.m. and ending at 8:00 p.m.

4. Spring Vacation in Even-Numbered Years - In even-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

5. Extended Summer Possession by Geneva Salinas Olivarez -

With Written Notice by April 1 - If Geneva Salinas Olivarez gives Jose Olivarez written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Geneva Salinas Olivarez shall have possession of the child for thirty days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, with each period of possession beginning and ending at 6:00 p.m. on each applicable day, as specified in the written notice, provided that the period or periods of extended summer possession do not interfere with Father's Day possession. These periods of possession shall begin and end at 6:00 p.m. on each applicable

day.

Without Written Notice by April 1 - If Geneva Salinas Olivarez does not give Jose Olivarez written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Geneva Salinas Olivarez shall have possession of the child for thirty consecutive days in that year beginning at 6:00 p.m. on July 1 and ending at 6:00 p.m. on July 31.

Notwithstanding the Thursday periods of possession during the regular school term and the weekend periods of possession ORDERED for Geneva Salinas Olivarez, it is expressly ORDERED that Jose Olivarez shall have a superior right of possession of the child as follows:

1. Spring Vacation in Odd-Numbered Years - In odd-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

2. Summer Weekend Possession by Jose Olivarez - If Jose Olivarez gives Geneva Salinas Olivarez written notice by April 15 of a year, Jose Olivarez shall have possession of the child on any one weekend beginning at 6:00 p.m. on Friday and ending at 6:00 p.m. on the following Sunday during any one period of the extended summer possession by Geneva Salinas Olivarez in that year, provided that Jose Olivarez picks up the child from Geneva Salinas Olivarez and returns the child to that same place.

3. Extended Summer Possession by Jose Olivarez - If Jose Olivarez gives Geneva Salinas Olivarez written notice by April 15 of a year or gives Geneva Salinas Olivarez fourteen days' written notice on or after April 16 of a year, Jose Olivarez may designate one weekend beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation, during which an otherwise scheduled weekend period of possession by Geneva Salinas Olivarez shall not take place in that year, provided that the weekend so designated does not interfere with Geneva Salinas Olivarez's period or periods of extended summer possession.

(d) Parents Who Reside More Than 100 Miles Apart

Except as otherwise expressly provided in this Standard Possession Order, when Geneva Salinas Olivarez resides more than 100 miles from the residence of the child, Geneva Salinas Olivarez shall have the right to possession of the child as follows:

1. Weekends - Unless Geneva Salinas Olivarez elects the alternative period of weekend possession described in the next paragraph, Geneva Salinas

Olivarez shall have the right to possession of the Child on weekends that occur during the regular school term, beginning at 6:00 p.m., on the first, third, and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday, and on weekends that do not occur during the regular school term, beginning at 6:00 p.m. on the first, third and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday.

Alternate Weekend Possession - In lieu of the weekend possession described in the foregoing paragraph, Geneva Salinas Olivarez shall have the right to possession of the Child not more than one weekend per month of Geneva Salinas Olivarez's choice beginning at 6:00 p.m. on the day school recesses for the weekend and ending at 6:00 p.m. on the day before school resumes after the weekend. Geneva Salinas Olivarez may elect an option for this alternative period of weekend possession by giving written notice to Jose Olivarez within ninety days after the parties begin to reside more than 100 miles apart. If Geneva Salinas Olivarez makes this election, Geneva Salinas Olivarez shall give Jose Olivarez fourteen days' written or telephonic notice preceding a designated weekend. The weekends chosen shall not conflict with the provisions regarding Christmas, Thanksgiving, the child's birthday, and Father's Day possession below.

2. Weekend Possession Extended by a Holiday -

Except as otherwise expressly provided in this Standard Possession Order, if a weekend period of possession by Geneva Salinas Olivarez begins on a student holiday or a teacher in-service day that falls on a Friday during the regular school term, as determined by the school in which the Child is enrolled, or a federal, state, or local holiday during the summer months when school is not in session, that weekend period of possession shall begin at 6:00 p.m. on the immediately preceding Thursday

Except as otherwise expressly provided in this Standard Possession Order, if a weekend period of possession by Geneva Salinas Olivarez ends on or is immediately followed by a student holiday or a teacher in-service day that falls on a Monday during the regular school term, as determined by the school in which the Child is enrolled, or a federal, state, or local holiday that falls on a Monday during the summer months when school is not in session, that weekend period of possession shall end at 6:00 p.m. on that Monday.

3. Spring Vacation in All Years - Every year, beginning at 6:00 p.m. on the day the Child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

4. Extended Summer Possession by Geneva Salinas Olivarez -

With Written Notice by April 1 - If Geneva Salinas Olivarez gives Jose Olivarez written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Geneva Salinas Olivarez shall have possession of the Child for forty-two days beginning no earlier than the day after

the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, with each period of possession beginning and ending at 6:00 p.m. on each applicable day, as specified in the written notice, provided that the period or periods of extended summer possession do not interfere with Father's Day possession. These periods of possession shall begin and end at 6:00 p.m. on each applicable day.

Without Written Notice by April 1 - If Geneva Salinas Olivarez does not give Jose Olivarez written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Geneva Salinas Olivarez shall have possession of the Child for forty-two consecutive days beginning at 6:00 p.m. on June 15 and ending at 6:00 p.m. on July 27 of that year.

Notwithstanding the weekend periods of possession ORDERED for Geneva Salinas Olivarez, it is expressly ORDERED that Jose Olivarez shall have a superior right of possession of the Child as follows:

1. Summer Weekend Possession by Jose Olivarez - If Jose Olivarez gives Geneva Salinas Olivarez written notice by April 15 of a year, Jose Olivarez shall have possession of the child on any one weekend beginning at 6:00 p.m. on Friday and ending at 6:00 p.m. on the following Sunday during any one period of possession by Geneva Salinas Olivarez during Geneva Salinas Olivarez's extended summer possession in that year, provided that if a period of possession by Geneva Salinas Olivarez in that year exceeds thirty days, Jose Olivarez may have possession of the child under the terms of this provision on any two nonconsecutive weekends during that period and provided that Jose Olivarez picks up the child from Geneva Salinas Olivarez and returns the child to that same place.

2. Extended Summer Possession by Jose Olivarez - If Jose Olivarez gives Geneva Salinas Olivarez written notice by April 15 of a year, Jose Olivarez may designate twenty-one days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, during which Geneva Salinas Olivarez shall not have possession of the child, provided that the period or periods so designated do not interfere with Geneva Salinas Olivarez's period or periods of extended summer possession. These periods of possession shall begin and end at 6:00 p.m. on each applicable day.

(e) Holidays Unaffected by Distance

Notwithstanding the weekend and Thursday periods of possession of Geneva Salinas Olivarez, Jose Olivarez and Geneva Salinas Olivarez shall have the right to possession of the child as follows:

1. Christmas Holidays in Even-Numbered Years - In even-numbered years, Geneva Salinas Olivarez shall have the right to possession of the child

beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 28, and Jose Olivarez shall have the right to possession of the child beginning at noon on December 28 and ending at 6:00 p.m. on the day before school resumes after that Christmas school vacation.

2. Christmas Holidays in Odd-Numbered Years - In odd-numbered years, Jose Olivarez shall have the right to possession of the child beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 28, and Geneva Salinas Olivarez shall have the right to possession of the child beginning at noon on December 28 and ending at 6:00 p.m. on the day before school resumes after that Christmas school vacation.

3. Thanksgiving in Odd-Numbered Years - In odd-numbered years, Geneva Salinas Olivarez shall have the right to possession of the child beginning at 6:00 p.m. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the Sunday following Thanksgiving.

4. Thanksgiving in Even-Numbered Years - In even-numbered years, Jose Olivarez shall have the right to possession of the child beginning at 6:00 p.m. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the Sunday following Thanksgiving.

5. Child's Birthday - If a parent is not otherwise entitled under this Standard Possession Order to present possession of the child on the child's birthday, that parent shall have possession of the child beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that that parent picks up the child from the other parent's residence and returns the child to that same place.

6. Father's Day - Jose Olivarez shall have the right to possession of the child each year, beginning at 6:00 p.m. on the Friday preceding Father's Day and ending at 6:00 p.m. on Father's Day, provided that if Jose Olivarez is not otherwise entitled under this Standard Possession Order to present possession of the child, he shall pick up the child from Geneva Salinas Olivarez's residence and return the child to that same place.

7. Mother's Day - Geneva Salinas Olivarez shall have the right to possession of the child each year, beginning at 6:00 p.m. on the Friday preceding Mother's Day and ending at 6:00 p.m. on Mother's Day, provided that if Geneva Salinas Olivarez is not otherwise entitled under this Standard Possession Order to present possession of the child, she shall pick up the child from Jose Olivarez's residence and return the child to that same place.

(f) Undesignated Periods of Possession

Jose Olivarez shall have the right of possession of the child at all other times not specifically designated in this Standard Possession Order for Geneva Salinas Olivarez.

(g) General Terms and Conditions

Except as otherwise expressly provided in this Standard Possession Order, the terms and conditions of possession of the child that apply regardless of the distance between the residence of a parent and the child are as follows:

1. Surrender of Child by Jose Olivarez - Jose Olivarez is ORDERED to surrender the child to Geneva Salinas Olivarez at the beginning of each period of Geneva Salinas Olivarez's possession at the residence of Jose Olivarez.

2. Return of Child by Geneva Salinas Olivarez - Geneva Salinas Olivarez is ORDERED to return the child to the residence of Jose Olivarez at the end of each period of possession.

3. Surrender of Child by Geneva Salinas Olivarez - Geneva Salinas Olivarez is ORDERED to surrender the child to Jose Olivarez, if the child is in Geneva Salinas Olivarez's possession or subject to Geneva Salinas Olivarez's control, at the beginning of each period of Jose Olivarez's exclusive periods of possession, at the place designated in this Standard Possession Order.

4. Return of Child by Jose Olivarez - Jose Olivarez is ORDERED to return the child to Geneva Salinas Olivarez, if Geneva Salinas Olivarez is entitled to possession of the child, at the end of each of Jose Olivarez's exclusive periods of possession, at the place designated in this Standard Possession Order.

5. Personal Effects - Each conservator is ORDERED to return with the Child the personal effects that the child brought at the beginning of the period of possession.

6. Designation of Competent Adult - Each conservator may designate any competent adult to pick up and return the child, as applicable. IT IS ORDERED that a conservator or a designated competent adult be present when the child is picked up or returned.

7. Inability to Exercise Possession - Each conservator is ORDERED to give notice to the person in possession of the child on each occasion that the conservator will be unable to exercise that conservator's right of possession for any specified period.

8. Written Notice - Written notice shall be deemed to have been timely made if received or postmarked before or at the time that notice is due.

This concludes the Standard Possession Order.

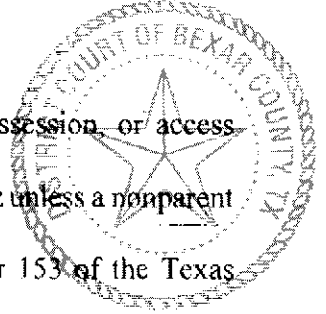
2. *Duration*

The periods of possession ordered above apply to the child the subject of this suit

while that child is under the age of eighteen years and not otherwise emancipated.

3. *Termination of Orders*

The provisions of this decree relating to conservatorship, possession, or access terminate on the remarriage of Jose Olivarez to Geneva Salinas Olivarez unless a nonparent or agency has been appointed conservator of the child under chapter 153 of the Texas Family Code.



Child Support

IT IS ORDERED that Geneva Salinas Olivarez is obligated to pay and shall pay to Jose Olivarez child support of \$300.00 per month, with the first payment being due and payable on May 1, 2013 and a like payment being due and payable on the 1st day of each month thereafter until the first month following the date of the earliest occurrence of one of the events specified below:

1. the child reaches the age of eighteen years or graduates from high school, whichever occurs later, subject to the provisions for support beyond the age of eighteen years set out below;
2. the child marries;
3. the child dies;
4. the child enlists in the armed forces of the United States and begins active service as defined by section 101 of title 10 of the United States Code; or
5. the child's disabilities are otherwise removed for general purposes; or

If the Child is eighteen years of age and has not graduated from high school, IT IS ORDERED that Geneva Salinas Olivarez's obligation to pay child support to Jose Olivarez shall not terminate but shall continue for as long as the child is enrolled-

1. under chapter 25 of the Texas Education Code in an accredited secondary school in

a program leading toward a high school diploma or under section 130.008 of the Education Code in courses for joint high school and junior college credit and is complying with the minimum attendance requirements of subchapter C of chapter 25 of the Education Code or

2. on a full-time basis in a private secondary school in a program leading toward a high school diploma and is complying with the minimum attendance requirements imposed by that school.

Withholding from Earnings

IT IS ORDERED that any employer of Geneva Salinas Olivarez shall be ordered to withhold from earnings for child support from the disposable earnings of Geneva Salinas Olivarez for the support of Child.

IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings of Geneva Salinas Olivarez by the employer and paid in accordance with the order to that employer shall constitute a credit against the child support obligation. Payment of the full amount of child support ordered paid by this decree through the means of withholding from earnings shall discharge the child support obligation. If the amount withheld from earnings and credited against the child support obligation is less than 100 percent of the amount ordered to be paid by this decree, the balance due remains an obligation of Geneva Salinas Olivarez, and it is hereby ORDERED that Geneva Salinas Olivarez pay the balance due directly to the state disbursement unit specified below.

On this date the Court signed an Income Withholding for Support.

Payment

IT IS ORDERED that all payments shall be made through the state disbursement unit at Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791, and thereafter promptly remitted to Jose Olivarez for the support of the child. IT IS ORDERED that

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each party shall pay, when due, all fees charged to that party by the state disbursement unit and any other agency statutorily authorized to charge a fee.

Change of Employment

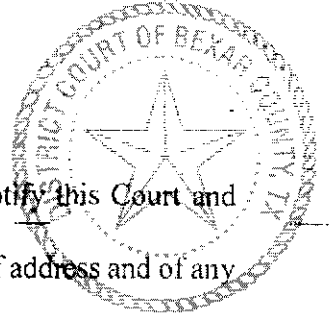
IT IS FURTHER ORDERED that Geneva Salinas Olivarez shall notify this Court and Jose Olivarez by U.S. certified mail, return receipt requested, of any change of address and of any termination of employment. This notice shall be given no later than seven days after the change of address or the termination of employment. This notice or a subsequent notice shall also provide the current address of Geneva Salinas Olivarez and the name and address of her current employer, whenever that information becomes available.

Clerk's Duties

IT IS ORDERED that, on the request of a prosecuting attorney, the title IV-D agency, the friend of the Court, a domestic relations office, Jose Olivarez, Geneva Salinas Olivarez, or an attorney representing Jose Olivarez or Geneva Salinas Olivarez, the clerk of this Court shall cause a certified copy of the Income Withholding for Support to be delivered to any employer.

Health Care

1. IT IS ORDERED that Jose Olivarez and Geneva Salinas Olivarez shall each provide medical support for the Child as set out in this order as additional child support for as long as the Court may order Jose Olivarez and Geneva Salinas Olivarez to provide support for the child under sections 154.001 and 154.002 of the Texas Family Code. Beginning on the day Jose Olivarez and Geneva Salinas Olivarez's actual or potential obligation to support the child under sections 154.001 and 154.002 of the Family Code terminates, IT IS ORDERED that Jose Olivarez and Geneva Salinas Olivarez are discharged from the obligations set forth in this medical support order, except for any failure by a parent to fully comply with those obligations before that date.



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2. Definitions -

"Health Insurance" means insurance coverage that provides basic health-care services, including usual physician services, office visits, hospitalization, and laboratory, X-ray, and emergency services, that may be provided through a health maintenance organization or other private or public organization, other than medical assistance under chapter 32 of the Texas Human Resources Code.

"Reasonable cost" means the cost of health insurance coverage for a child that does not exceed 9 percent of Jose Olivarez's annual resources, as described by section 154.062(b) of the Texas Family Code.

"Reasonable and necessary health-care expenses not paid by insurance and incurred by or on behalf of a child" include, without limitation, any copayments for office visits or prescription drugs, the yearly deductible, if any, and medical, surgical, prescription drug, mental health-care services, dental, eye care, ophthalmological, and orthodontic charges. These reasonable and necessary health-care expenses do not include expenses for travel to and from the health-care provider or for nonprescription medication.

"Furnish" means:

- a. to hand deliver the document by a person eighteen years of age or older either to the recipient or to a person who is eighteen years of age or older and permanently resides with the recipient;
- b. to deliver the document to the recipient by certified mail, return receipt requested, to the recipient's last known mailing or residence address; or
- c. to deliver the document to the recipient at the recipient's last known mailing or residence address using any person or entity whose principal business is that of a courier or deliverer of papers or documents either within or outside

the United States.

3. Findings on Health Insurance Availability- Having considered the cost, accessibility, and quality of health insurance coverage available to the parties, the Court finds:

Health insurance is available or is in effect for the child through Jose Olivarez's employment or membership in a union, trade association, or other organization at a reasonable cost.

IT IS FURTHER FOUND that the following orders regarding health-care coverage are in the best interest of the child.

4. Provision of Health-Care Coverage -

Jose Olivarez is ORDERED to continue to maintain health insurance for the child who is the subject of this suit that covers basic health-care services, including usual physician services, office visits, hospitalization, laboratory, X-ray, and emergency services.

Jose Olivarez is ORDERED to maintain such health insurance in full force and effect on the child who is the subject of this suit as long as child support is payable for that child. Jose Olivarez is ORDERED to convert any group insurance to individual coverage or obtain other health insurance for the child within fifteen days of termination of his employment or other disqualification from the group insurance. Jose Olivarez is ORDERED to exercise any conversion options or acquisition of new health insurance in such a manner that the resulting insurance equals or exceeds that in effect immediately before the change.

Jose Olivarez is ORDERED to furnish Geneva Salinas Olivarez a true and correct copy of the health insurance policy or certification and a schedule of benefits within 30 days of the signing of this order. Jose Olivarez is ORDERED to furnish Geneva Salinas Olivarez the insurance cards and any other forms necessary for use of the insurance within 30 days of the signing of this order.

Jose Olivarez is ORDERED to provide, within three days of receipt by him, to Geneva Salinas

Olivarez any insurance checks, other payments, or explanations of benefits relating to any medical expenses for the child that Geneva Salinas Olivarez paid or incurred.

Pursuant to section 1504.051 of the Texas Insurance Code, IT IS ORDERED that if Jose Olivarez is eligible for dependent health coverage but fails to apply to obtain coverage for the child, the insurer shall enroll the child on application of Geneva Salinas Olivarez or others as authorized by law.

Pursuant to section 154.183(c) of the Texas Family Code, the reasonable and necessary health-care expenses of the child that are not reimbursed by health insurance are allocated as follows: Geneva Salinas Olivarez is ORDERED to pay 50 percent and Jose Olivarez is ORDERED to pay 50 percent of the unreimbursed health-care expenses if, at the time the expenses are incurred, Jose Olivarez is providing health insurance as ordered.

The party who incurs a health-care expense on behalf of the child is ORDERED to submit to the other party all forms, receipts, bills, statements, and explanations of benefits reflecting the uninsured portion of the health-care expenses within thirty days after he or she receives them. The nonincurring party is ORDERED to pay his or her percentage of the uninsured portion of the health-care expenses either by paying the health-care provider directly or by reimbursing the incurring party for any advance payment exceeding the incurring party's percentage of the uninsured portion of the health-care expenses within thirty days after the nonincurring party receives the forms, receipts, bills, statements, and explanations of benefits.

These provisions apply to all unreimbursed health-care expenses of the child who is the subject of this suit that are incurred while child support is payable for the child.

5. Secondary Coverage - IT IS ORDERED that if a party provides secondary health insurance coverage for the child, both parties shall cooperate fully with regard to the handling and filing of claims with the insurance carrier providing the coverage in order to maximize the benefits

available to the child and to ensure that the party who pays for health-care expenses for the child is reimbursed for the payment from both carriers to the fullest extent possible.

6. Compliance with Insurance Company Requirements - Each party is ORDERED to conform to all requirements imposed by the terms and conditions of the policy of health insurance covering the child in order to assure the maximum reimbursement or direct payment by the insurance company of the incurred health-care expense, including but not limited to requirements for advance notice to any carrier, second opinions, and the like. Each party is ORDERED to attempt to use "preferred providers," or services within the health maintenance organization, if applicable. Disallowance of the bill by a health insurer shall not excuse the obligation of either party to make payment. Excepting emergency health-care expenses incurred on behalf of the child, if a party incurs health-care expenses for the child using "out-of-network" health-care providers or services, or fails to follow the health insurance company procedures or requirements, that party shall pay all such health-care expenses incurred absent (1) written agreement of the parties allocating such health-care expenses or (2) further order of the Court.

7. Claims - Except as provided in this paragraph, the party who is not carrying the health insurance policy covering the child is ORDERED to furnish to the party carrying the policy, within fifteen days of receiving them, any and all forms, receipts, bills, and statements reflecting the health-care expenses the party not carrying the policy incurs on behalf of the child. In accordance with section 1204.251 and 1504.055(a) of the Texas Insurance Code, IT IS ORDERED that the party who is not carrying the health insurance policy covering the child, at that party's option, may file any claims for health-care expenses directly with the insurance carrier with and from whom coverage is provided for the benefit of the child and receive payments directly from the insurance company. Further, for the sole purpose of section 1204.251 of the Texas Insurance Code, Geneva Salinas Olivarez is designated the managing conservator or possessory conservator

of the child.

The party who is carrying the health insurance policy covering the child is ~~ORDERED to~~ submit all forms required by the insurance company for payment or reimbursement of health-care expenses incurred by either party on behalf of the child to the insurance carrier within fifteen days of that party's receiving any form, receipt, bill, or statement reflecting the expenses.

8. Constructive Trust for Payments Received - IT IS ORDERED that any insurance payments received by a party from the health insurance carrier as reimbursement for health-care expenses incurred by or on behalf of the child shall belong to the party who paid those expenses. IT IS FURTHER ORDERED that the party receiving the insurance payments is designated a constructive trustee to receive any insurance checks or payments for health-care expenses paid by the other party, and the party carrying the policy shall endorse and forward the checks or payments, along with any explanation of benefits received, to the other party within three days of receiving them.

9. WARNING - A PARENT ORDERED TO PROVIDE HEALTH INSURANCE OR TO PAY THE OTHER PARENT ADDITIONAL CHILD SUPPORT FOR THE COST OF HEALTH INSURANCE WHO FAILS TO DO SO IS LIABLE FOR NECESSARY MEDICAL EXPENSES OF THE CHILD, WITHOUT REGARD TO WHETHER THE EXPENSES WOULD HAVE BEEN PAID IF HEALTH INSURANCE HAD BEEN PROVIDED, AND FOR THE COST OF HEALTH INSURANCE PREMIUMS OR CONTRIBUTIONS, IF ANY, PAID ON BEHALF OF THE Child.

Miscellaneous Child Support Provisions

No Credit for Informal Payments

IT IS ORDERED that the child support as prescribed in this decree shall be exclusively discharged in the manner ordered and that any direct payments made by Geneva Salinas Olivarez

to Jose Olivarez or any expenditures incurred by Geneva Salinas Olivarez during Geneva Salinas Olivarez's periods of possession of or access to the child, as prescribed in this decree, for food, clothing, gifts, travel, shelter, or entertainment are deemed in addition to and not in lieu of the support ordered in this decree.

Support as Obligation of Estate

IT IS ORDERED that the provisions for child support in this decree shall be an obligation of the estate of Geneva Salinas Olivarez and shall not terminate on the death of Geneva Salinas Olivarez. Payments received for the benefit of the child, including payments from the Social Security Administration, Department of Veterans Affairs or other governmental agency or life insurance proceeds, annuity payments, trust distributions, or retirement survivor benefits, shall be a credit against this obligation. Any remaining balance of the child support is an obligation of Geneva Salinas Olivarez's estate.

Termination of Orders on Remarriage of Parties but Not on Death of Oblige

The provisions of this decree relating to current child support terminate on the remarriage of Jose Olivarez to Geneva Salinas Olivarez unless a nonparent or agency has been appointed conservator of the child under chapter 153 of the Texas Family Code. An obligation to pay child support under this decree does not terminate on the death of Jose Olivarez but continues as an obligation to child.

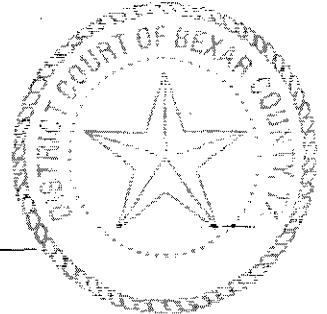
Information Regarding Parties

The information required for each party by section 105.006(a) of the Texas Family Code is as follows:

Name:	Jose Olivarez
Current residence address:	11926 Auburn Brook, San Antonio, Texas 78253
Mailing address:	11926 Auburn Brook, San Antonio, Texas 78253
Home telephone number:	(210) 291-5679
Name of employer:	The Boeing Company
Address of employment:	325 Airlift Drive, San Antonio, Texas 78501

Work telephone number: (210) 932-6990

Name: Geneva Salinas Olivarez
 Current residence address: 10519 Talon, San Antonio, Texas 78253
 Mailing address: 10519 Talon, San Antonio, Texas 78253
 Home telephone number: (360) 421-5672
 Name of employer: Bank of America
 Address of employment: Hot Wells, San Antonio, Texas
 Work telephone number: (210) * _____ }



EACH PERSON WHO IS A PARTY TO THIS ORDER IS ORDERED TO NOTIFY EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY OF ANY CHANGE IN THE PARTY'S CURRENT RESIDENCE ADDRESS, MAILING ADDRESS, HOME TELEPHONE NUMBER, NAME OF EMPLOYER, ADDRESS OF EMPLOYMENT, DRIVER'S LICENSE NUMBER, AND WORK TELEPHONE NUMBER. THE PARTY IS ORDERED TO GIVE NOTICE OF AN INTENDED CHANGE IN ANY OF THE REQUIRED INFORMATION TO EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY ON OR BEFORE THE 60TH DAY BEFORE THE INTENDED CHANGE. IF THE PARTY DOES NOT KNOW OR COULD NOT HAVE KNOWN OF THE CHANGE IN SUFFICIENT TIME TO PROVIDE 60-DAY NOTICE, THE PARTY IS ORDERED TO GIVE NOTICE OF THE CHANGE ON OR BEFORE THE FIFTH DAY AFTER THE DATE THAT THE PARTY KNOWS OF THE CHANGE.

THE DUTY TO FURNISH THIS INFORMATION TO EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY CONTINUES AS LONG AS ANY PERSON, BY VIRTUE OF THIS ORDER, IS UNDER AN OBLIGATION TO PAY CHILD SUPPORT OR ENTITLED TO POSSESSION OF OR ACCESS TO A Child.

FAILURE BY A PARTY TO OBEY THE ORDER OF THIS COURT TO PROVIDE EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY WITH THE CHANGE IN THE REQUIRED INFORMATION MAY RESULT IN FURTHER LITIGATION

TO ENFORCE THE ORDER, INCLUDING CONTEMPT OF COURT. A FINDING OF CONTEMPT MAY BE PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

Notice shall be given to the other party by delivering a copy of the notice to the party by registered or certified mail, return receipt requested. Notice shall be given to the Court by delivering a copy of the notice either in person to the clerk of this Court or by registered or certified mail addressed to the clerk at the Bexar County Courthouse. Notice shall be given to the state case registry by mailing a copy of the notice to State Case Registry, Contract Services Section, MC046S, P.O. Box 12017, Austin, Texas 78711-2017.

NOTICE TO ANY PEACE OFFICER OF THE STATE OF TEXAS: YOU MAY USE REASONABLE EFFORTS TO ENFORCE THE TERMS OF CHILD CUSTODY SPECIFIED IN THIS ORDER. A PEACE OFFICER WHO RELIES ON THE TERMS OF A COURT ORDER AND THE OFFICER'S AGENCY ARE ENTITLED TO THE APPLICABLE IMMUNITY AGAINST ANY CLAIM, CIVIL OR OTHERWISE, REGARDING THE OFFICER'S GOOD FAITH ACTS PERFORMED IN THE SCOPE OF THE OFFICER'S DUTIES IN ENFORCING THE TERMS OF THE ORDER THAT RELATE TO CHILD CUSTODY. ANY PERSON WHO KNOWINGLY PRESENTS FOR ENFORCEMENT AN ORDER THAT IS INVALID OR NO LONGER IN EFFECT COMMITS AN OFFENSE THAT MAY BE PUNISHABLE BY CONFINEMENT IN JAIL FOR AS LONG AS TWO YEARS AND A FINE OF AS MUCH AS \$10,000.

WARNINGS TO PARTIES: FAILURE TO OBEY A COURT ORDER FOR CHILD SUPPORT OR FOR POSSESSION OF OR ACCESS TO A CHILD MAY RESULT IN FURTHER LITIGATION TO ENFORCE THE ORDER, INCLUDING CONTEMPT OF

COURT. A FINDING OF CONTEMPT MAY BE PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

FAILURE OF A PARTY TO MAKE A CHILD PAYMENT TO THE PLACE AND IN THE MANNER REQUIRED BY A COURT ORDER MAY RESULT IN THE PARTY'S NOT RECEIVING CREDIT FOR MAKING THE PAYMENT.

FAILURE OF A PARTY TO PAY CHILD SUPPORT DOES NOT JUSTIFY DENYING THAT PARTY COURT-ORDERED POSSESSION OF OR ACCESS TO A CHILD. REFUSAL BY A PARTY TO ALLOW POSSESSION OF OR ACCESS TO A CHILD DOES NOT JUSTIFY FAILURE TO PAY COURT-ORDERED CHILD SUPPORT TO THAT PARTY.

Division of Marital Estate

The Court finds that the following is a just and right division of the parties' marital estate, having due regard for the rights of each party and the child of the marriage.

Property to Husband

IT IS ORDERED AND DECREED that the husband, Jose Olivarez, is awarded the following as his sole and separate property, and the Geneva Salinas Olivarez is divested of all right, title, interest, and claim in and to that property:

H-1. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

Legal Description: Lot 41, 'PLAT OF BAKERVIEW WEST, 'AS PER PLAT RECORDED IN VOLUME 17 OF PLATS, PAGES 13 THROUGH 16, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, AND STATE OF WASHINGTON, and

more commonly known as 2911 Schuller Place, Mount Vernon, Washington 98273.

H-2. The 2000 Greenbrier Skyline, 66x68, a Manufactured Home, Vehicle Identification Number: 9U6000338M. Together with all prepaid insurance, keys, and title documents.

H-3. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of the husband or subject to his sole control, save and except the items that have been awarded to wife in Exhibit "A".

H-4. All sums of cash in the possession of the husband or subject to his sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in the husband's sole name or from which the husband has the sole right to withdraw funds or which are subject to the husband's sole control.

H-5. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, individual retirement accounts, simplified employee pensions, annuities, variable annuity life insurance benefits, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of the husband's past, present, or future employment.

H-6. All policies of life insurance (including cash values) insuring the husband's life.

H-7. The 2012 Mazda 6 motor vehicle, together with all prepaid insurance, keys, and title documents.

Property to Geneva Salinas Olivarez

IT IS ORDERED AND DECREED that the Geneva Salinas Olivarez, Geneva Salinas Olivarez, is awarded the following as her sole and separate property, and the husband is divested of all right, title, interest, and claim in and to that property:

W-1. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of the Geneva Salinas Olivarez or subject to her sole control.

W-2. The household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of the husband as shown and attached in Exhibit "A".

W-3. All sums of cash in the possession of the Geneva Salinas Olivarez or subject to her sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in the Geneva Salinas Olivarez's sole name or from which the Geneva Salinas Olivarez has the sole right to withdraw funds or which are subject to the Geneva Salinas Olivarez's sole control.

W-4. The sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, individual retirement accounts, simplified employee pensions, annuities, variable annuity life insurance benefits, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of the Geneva Salinas Olivarez's past, present, or future employment.

W-5. All policies of life insurance (including cash values) insuring the Geneva Salinas Olivarez's life.

W-6. The 2006 Chevrolet Silverado motor vehicle, vehicle identification number 2GCEC19ZX61292130, together with all prepaid insurance, keys, and title documents. IT IS ORDERED that wife is awarded the 2006 Chevrolet Silverado in lieu of her community interest in husband's 401k held with ING.

W-7. The 1987 Kawasaki Motorcycle motor vehicle, together with all prepaid insurance.

keys, and title documents.

W-8. 50% of pension with ING as a result of husband's employment with Boeing.

W-9. Husband shall make copies of the family photographs at the request and expense of wife.

Division of Debt

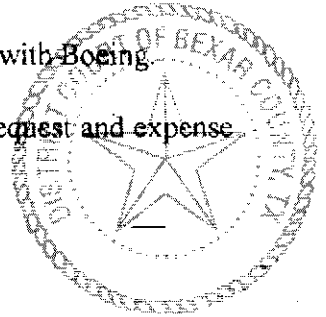
Debts to Husband

IT IS ORDERED AND DECREED that the husband, Jose Olivarez, shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold the Geneva Salinas Olivarez and her property harmless from any failure to so discharge, these items:

H-1. The balance due, including principal, interest, tax, and insurance escrow, if any, on the promissory note executed by Jose Olivarez, Jr. and Geneva A. Olivarez, in the original principal sum of \$35,000.00 dated May 17, 2007, payable to Land Title Company, and secured by deed of trust on the real property awarded in this decree to the husband, which was recorded on May 21, 2007 under File No. 200705210155, Deed of Trust Records of Skagit County, Washington.

H-2. The balance due, including principal, interest, tax, and insurance escrow, if any, on the promissory note executed by Jose Olivarez, Jr. and Geneva A. Olivarez, in the original principal sum of \$141,846.00 dated April 21, 2005, payable to Mortgage Electronic Registration Systems, Inc./community Lending, Incorporated, a California Corporation, and secured by deed of trust on the real property awarded in this decree to the husband, which was recorded on April 27, 2005 under File No. 200504270074, Deed of Trust Records of Skagit County, Washington.

H-3. The balance due, including principal, interest, tax, and insurance escrow, if any, on the promissory note executed by Jose Olivarez, Jr. and Geneva A. Olivarez, in the original principal sum of \$144,230.00 dated April 24, 2000, payable to Lynwood Mortgage Corporation, a



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Washington corporation, and secured by deed of trust on the real property awarded in this decree to the husband, which was recorded on April 28, 2000 under File No. 200004280134, Deed of Trust Records of Skagit County, Washington.

H-4. All debts, charges, liabilities, and other obligations in the name of husband and/or incurred solely by the husband from and after December 4, 2012 unless express provision is made in this decree to the contrary.

Debts to Geneva Salinas Olivarez

IT IS ORDERED AND DECREED that the Geneva Salinas Olivarez, Geneva Salinas Olivarez, shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold the husband and his property harmless from any failure to so discharge, these items:

W-1. All debts, charges, liabilities, and other obligations in the name of wife and/or incurred solely by the wife from and after December 4, 2012 unless express provision is made in this decree to the contrary.

Notice

IT IS ORDERED AND DECREED that each party shall send to the other party, within three days of its receipt, a copy of any correspondence from a creditor or taxing authority concerning any potential liability of the other party.

Muniment of Title

This decree shall serve as a muniment of title to transfer ownership of all property awarded to any party in this Final Decree of Divorce.

Attorney's Fees

To effect an equitable division of the estate of the parties and as a part of the division, and for services rendered in connection with conservatorship and support of the child, each party shall be responsible for his or her own attorney's fees, expenses, and costs incurred as a result of legal

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representation in this case.

Treatment/Allocation of Community Income for Year of Divorce

IT IS ORDERED AND DECREED that, for the calendar year 2013, each party shall file an individual income tax return in accordance with the Internal Revenue Code.

IT IS ORDERED AND DECREED that for calendar year 2013, each party shall indemnify and hold the other party and his or her property harmless from any tax liability associated with the reporting party's individual tax return for that year unless the parties have agreed to allocate their tax liability in a manner different from that reflected on their returns.

IT IS ORDERED AND DECREED that each party shall furnish such information to the other party as is requested to prepare federal income tax returns for 2013 within thirty days of receipt of a written request for the information, and in no event shall the available information be exchanged later than March 1, 2014. As requested information becomes available after that date, it shall be provided within ten days of receipt.

IT IS ORDERED AND DECREED that all payments made to the other party in accordance with the allocation provisions for payment of federal income taxes contained in this Final Decree of Divorce are not deemed income to the party receiving those payments but are part of the property division and necessary for a just and right division of the parties' estate.

Income Tax Exemption

IT IS ORDERED that Jose Olivarez shall have the exclusive right to claim the child, Anthony Joel Olivarez as a dependency exemption on his federal income taxes in all tax years.

Transfer and Delivery of Property

Geneva Salinas Olivarez is ORDERED to produce to the Law Offices of Jamie L. Graham the following executed instruments:

1. Special Warranty Deed; and

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2. Power of Attorney to Transfer Motor Vehicle.

Jose Olivarez is ORDERED to produce to the Law Offices of Raymond J. Vale the following executed instruments:

1. Power of Attorney to Transfer Motor Vehicle.

This decree shall serve as a muniment of title to transfer ownership of all property awarded to any party in this Final Decree of Divorce.

Permanent Injunctions as to Persons

The permanent injunction granted below shall be effective immediately and shall be binding on Jose Olivarez and Geneva Salinas Olivarez. IT IS ORDERED AND DECREED that Jose Olivarez and Geneva Salinas Olivarez are permanently enjoined from:

1. Consuming alcohol during any periods of possession with the child.

Service of Writ

Petitioner and Respondent waive issuance and service of the writ of injunction, by stipulation or as evidenced by the signatures below. IT IS ORDERED that Petitioner and Respondent shall be deemed to be duly served with the writ of injunction.

Court Costs

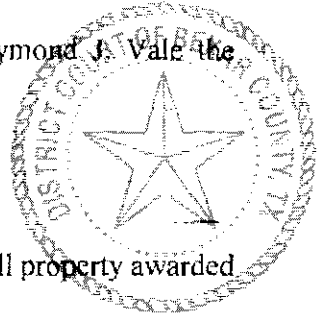
IT IS ORDERED AND DECREED that costs of court are to be borne by the party who incurred them.

Resolution of Temporary Orders

IT IS ORDERED AND DECREED that Petitioner and Respondent are discharged from all further liabilities and obligations imposed by the temporary order of this Court rendered on January 22, 2013.

Discharge from Discovery Retention Requirement

IT IS ORDERED AND DECREED that the parties and their respective attorneys are



discharged from the requirement of keeping and storing the documents produced in this case in accordance with rule 191.4(d) of the Texas Rules of Civil Procedure.

Decree Acknowledgment

Petitioner, Jose Olivarez, and Respondent, Geneva Salinas Olivarez, each acknowledge that before signing this Final Decree of Divorce they have read this Final Decree of Divorce fully and completely, have had the opportunity to ask any questions regarding the same, and fully understand that the contents of this Final Decree of Divorce constitute a full and complete resolution of this case. Petitioner and Respondent acknowledge that they have voluntarily affixed their signatures to this Final Decree of Divorce, believing this agreement to be a just and right division of the marital debt and assets, and state that they have not signed by virtue of any coercion, any duress, or any agreement other than those specifically set forth in this Final Decree of Divorce.

Indemnification

Each party represents and warrants that he or she has not incurred any outstanding debt, obligation, or other liability on which the other party is or may be liable, other than those described in this decree. Each party agrees and IT IS ORDERED that if any claim, action, or proceeding is hereafter initiated seeking to hold the party not assuming a debt, an obligation, a liability, an act, or an omission of the other party liable for such debt, obligation, liability, act or omission of the other party, that other party will, at his or her sole expense, defend the party not assuming the debt, obligation, liability, act, or omission of the other party against any such claim or demand, whether or not well founded, and will indemnify the party not assuming the debt, obligation, liability, act, or omission of the other party and hold him or her harmless from all damages resulting from the claim or demand.

Damages, as used in this provision, includes any reasonable loss, cost, expense, penalty, and other damage, including without limitation attorney's fees and other costs and expenses



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reasonably and necessarily incurred in enforcing this indemnity.

IT IS ORDERED that the indemnifying party will reimburse the indemnified party, on demand, for any payment made by the indemnified party at any time after the entry of the divorce decree to satisfy any judgment of any court of competent jurisdiction or in accordance with a bona fide compromise or settlement of claims, demands, or actions for any damages to which this indemnity relates.

The parties agree and IT IS ORDERED that each party will give the other party prompt written notice of any litigation threatened or instituted against either party that might constitute the basis of a claim for indemnity under this decree.

Clarifying Orders

Without affecting the finality of this Final Decree of Divorce, this Court expressly reserves the right to make orders necessary to clarify and enforce this decree.

Relief Not Granted

IT IS ORDERED AND DECREED that all relief requested in this case and not expressly granted is denied. This is a final judgment, for which let execution and all writs and processes necessary to enforce this judgment issue. This judgment finally disposes of all claims and all parties and is appealable.

Date of Judgment

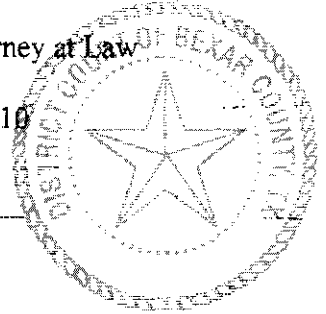
This divorce judicially PRONOUNCED AND RENDERED in court of Bexar County, Texas, on April 15, 2013 and further noted on the court's docket sheet on the same date, but signed on December 3, 2015.

Michael E. Huff
JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

JAMIE GRAHAM & ASSOCIATES
Tower Life Building
310 S. St. Mary's St., Suite 845
San Antonio, Texas 78205
Tel: (210) 308 6448
Fax: (210) 308 5669

Raymond J. Vale, Attorney at Law
1207 South Presa St.
San Antonio, Texas 78210
Tel: (210) 532 2206
Fax: (210) 532 2296



By: *[Signature]*
Jamie L. Graham
State Bar No. 24027335
Attorney for Petitioner
State Bar No. 24086267

By: _____
Raymond J. Vale
State Bar No. 00788573
Attorney for Respondent

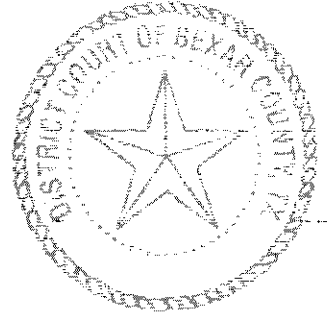
APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

Petitioner, Jose Olivarez

Respondent, Geneva Salinas Olivarez

Items Awarded to Wife
Exhibit "A"

Refinished dresser and one in bedroom
Wife's clothing
Coach purse
Pampered chef dishes/Stoneware
Blankets
Television (the one in the bedroom)
Stereo in Erika's room
One-half of the CD's and DVD's
One-half of Knick-Knacks
Crosses

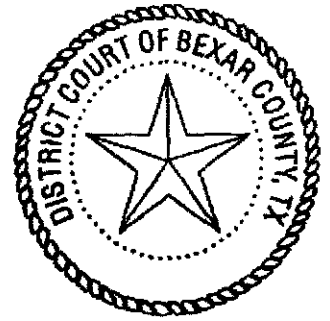


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CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY MCKINNEY, BEXAR COUNTY DISTRICT
CLERK, CERTIFY THAT THE FOREGOING IS A TRUE
AND CORRECT COPY OF THE ORIGINAL RECORD AS
INDICATED BY THE VOLUME, PAGE AND COURT ON
SAID DOCUMENT. WITNESSED MY OFFICIAL HAND
AND SEAL OF OFFICE ON THIS:

March 01, 2016

**DONNA KAY MCKINNEY
BEXAR COUNTY, TEXAS**



By: _____

Danielle Valdez

DANIELLE VALDEZ, Deputy District Clerk

(NOT VALID WITHOUT THE CLERK'S ORIGINAL SIGNATURE.)

Legal Description: Lot 41, 'PLAT OF BAKERVIEW WEST, 'AS PER PLAT RECORDED IN VOLUME 17 OF PLATS, PAGES 13 THROUGH 16, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, AND STATE OF WASHINGTON, and more commonly known as 2911 Schuller Place, Mount Vernon, Washington 98273.

Tax Parcel: 458-61A-203(2) P-113655