

Summer BriAnn Velasquez
Name
1942 W Berlynn Dr
Address
Riverton, Utah 84065
City, State, Zip
801-682-0085
Phone
sumsumv1205@gmail.com
Email

In the Court of Utah

THIRD Judicial District SALT LAKE County

Court Address 8080 S REDWOOD ROAD SUITE 1701, WEST JORDAN, UT 84088

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Summer BriAnn Velasquez
(name of Petitioner)

and

Juan Michael Velasquez
(name of Respondent)

Other parties (if any)

Divorce Decree

264901948

Case Number

Gardner

Judge

Blomquist

Commissioner (domestic cases)

The court decrees:

Divorce

1. Summer BriAnn Velasquez is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Summer BriAnn Velasquez. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Summer BriAnn Velasquez** and **Juan Michael Velasquez** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Briann Yareli Velasquez**

Date of Birth: **Dec 5, 2009**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Briann Yareli Velasquez**

Date of Birth: **Dec 5, 2009**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **May 10, 2026**

Address: **1942 W Berlynn Dr, Riverton, Utah 84065 United States**

(1).

Caretaker at this address: **Summer BriAnn Velasquez**

Caretaker current address: **1942 W Berlynn Dr, Riverton, Utah 84065**

United States

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Summer BriAnn Velasquez** and **Juan Michael Velasquez's** minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Summer BriAnn Velasquez** and **Juan Michael Velasquez** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Summer BriAnn Velasquez** and **Juan Michael Velasquez**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that **Summer BriAnn Velasquez** be awarded Sole Legal and Sole Physical custody **Juan Michael Velasquez** should have parent-time at reasonable times and places.

Parent-time

8. The parents will follow a custom parent-time schedule:

The parents will follow a custom parent-time schedule.

- a. **The minor child is of age that she is able to decide for herself when she would like to have parent time with the non-custodial parent. At a minimum, Juan Velasquez shall be entitled to every other weekend, parent time, starting on Friday at 6:00pm until Sunday at 6:00PM.**

Parent-time for special occasions

9. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period	Juan Michael Velasquez	Summer BriAnn Velasquez
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years

Holiday	Period	Juan Michael Velasquez	Summer BriAnn Velasquez
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving Break	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Christmas Eve	(1) Holiday begins on December 24th at 4 p.m. (2) Holiday ends on December 24th at 9 p.m.	Odd years	Even years
Christmas Day	(1) Holiday begins on December 24th at 9 p.m. (2) Holiday ends on December 25th at 9 p.m.	Even years	Odd years
New Year's Eve	(1) Holiday begins on December 31st at 4 p.m. (2) Holiday ends on January 1st at 9 a.m.	Even years	Odd years
New Year's Day	(1) Holiday begins on January 1st at 9 a.m. (2) Holiday ends on January 1st at 9 p.m.	Even years	Odd years
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.		All Years: Summer BriAnn Velasquez is the mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All Years: Juan Michael Velasquez is the father	
Summer Break	Juan Michael Velasquez will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Juan Michael Velasquez. Juan Michael Velasquez will have an additional two weeks of extended Summer Parent-time at the option of Juan Michael Velasquez, subject to weekday parent-time for Summer BriAnn	Odd years	Even years

Holiday	Period	Juan Michael Velasquez	Summer BriAnn Velasquez
	Velasquez, but not weekends normally exercised by Summer BriAnn Velasquez. Juan Michael Velasquez will notify Summer BriAnn Velasquez of the summer break extended parent-time by May 1 each year. Summer BriAnn Velasquez will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Summer BriAnn Velasquez. Summer BriAnn Velasquez will notify Juan Michael Velasquez of the summer break extended parent-time by May 15 each year. If the notification by Juan Michael Velasquez is not timely, Summer BriAnn Velasquez may determine the schedule for extended parent-time for Juan Michael Velasquez, so long as Summer BriAnn Velasquez has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.		
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Summer BriAnn Velasquez's Birthday	Summer BriAnn Velasquez will have parent-time each year on Summer BriAnn Velasquez's birthday from 3:00 p.m. until the following morning when Summer BriAnn Velasquez delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		All years
Juan Michael Velasquez's Birthday	Juan Michael Velasquez will have parent-time each year on Juan Michael Velasquez's birthday from 3:00 p.m. until the following morning when Juan Michael Velasquez delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.	All years	

Parent-time transfers

10. Pick-up and drop-off (“transfers”) of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

11. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

12. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Education plan

13. The school the children will attend is based on **Summer BriAnn Velasquez's** home residence.

14. Summer BriAnn Velasquez and Juan Michael Velasquez has authority to check the children out of school. Summer BriAnn Velasquez and Juan Michael Velasquez has access to the children during school. If the parents cannot agree, education decisions will be made by Summer BriAnn Velasquez.

Communication with each other

15. Parents will communicate with each other by any method.

Communication with the children

16. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

17. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

18. Both parents will have access to records and the ability to consult with providers

regarding education, child care, and health care.

Travel by the children

19. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

20. If the children will be travelling for more than **3** days, the parent arranging the travel will notify the other parent at least **30** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **7** days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

21. A child care provider for our children must be:

22. Other terms about child care: **Child care is not needed as the child is of age to care for themselves**

Relocation of a parent

23. Neither parent may relocate with the minor children more than **50** miles from their current residence without a written agreement signed by the parties or further court order.

24. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the **the parent who moved, except one-half of the expenses for the summer or off-track time will be paid by the other parent.**

25. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

26. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

END OF PARENTING PLAN

Income: Petitioner (Summer BriAnn Velasquez) (Utah Code 81-6-203)

27. **Summer BriAnn Velasquez's** gross monthly income for child support purposes is **\$4333**. **Summer BriAnn Velasquez** base child support amount using the **sole** custody calculation is **\$0**. **Summer BriAnn Velasquez** receives the following gross monthly income:

Income: Respondent (Juan Michael Velasquez) (Utah Code 81-6-203)

28. **Juan Michael Velasquez's** gross monthly income for child support purposes is **\$8245**. **Juan Michael Velasquez** receives the following gross monthly income:

29. The adjusted gross monthly income for **Juan Michael Velasquez** is **\$0**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

30. **Summer BriAnn Velasquez** believes the guideline amount for child support is unjust, inappropriate, or not in the best interest of our children for the following reasons: **The reason(s) for deviation are Both parties agree that \$500 per month is a reasonable amount for child support.**

31. It is in the best interest of the children that **Juan Michael Velasquez** be ordered to pay child support to **Summer BriAnn Velasquez** as follows:

- a. **\$500.00** per month. This deviates from the Utah Uniform Child Support Guidelines.
- b. Unless the Court orders otherwise, support for each child ends when:
 - a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
 - a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

32. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

33. Child support will be paid as follows:

Juan M Velasquez can decide what option best suites his situation

34. The issue of past-due child support may be decided by future court or administrative action.

35. **Summer BriAnn Velasquez** and **Juan Michael Velasquez** will each pay half of any ORS fee.

- a. If a fee is withheld from payments to **Summer BriAnn Velasquez**, **Juan Michael Velasquez** will reimburse **Summer BriAnn Velasquez** for half the fee.

36. The parties must notify each other within 30 days of any change in their income.

37. The parties will do the following for child related support or expenses:

- a. Child support shall commence upon the sale of the marital residence, specifically upon the closing of escrow with the title company, and after both parties have vacated the residence.

38. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support

orders.

Dependent children for tax purposes

39. The parents may claim the parties' children as dependents/exemptions for tax purposes as follows:

40. **Juan Michael Velasquez** may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. **Summer BriAnn Velasquez** may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

Child health care (Utah Code 81-6-208)

41. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

42. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Summer BriAnn Velasquez's** insurance will be primary coverage.
- **Juan Michael Velasquez's** insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Summer BriAnn Velasquez's** spouse's insurance will be primary coverage.
- **Juan Michael Velasquez's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

- g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.
- h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

43. All reasonable work, career, or occupational training-related child care expenses will be paid as follows
we will not have any child care expenses as the child is of age to care for herself

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

44. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

45. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

46. Vehicles will be divided as follows:

a.

Year: **2017**

Make: **Ford**

Model: **F-150**

VIN: **N/A**

Owner (before divorce): **Juan Michael Velasquez**

Current value: **\$29,613.00**

Amounts Estimated: **no**

Ownership After Divorce: **Juan Michael Velasquez**

i.

Lender: **America First Federal Credit Union**

Address: **1344 W 4675 S Riverdale UT 84405**

Date Acquired: **N/A**

Amount Owed: **\$35,037.76**

Amounts Estimated: **no**

Monthly Payment: **\$793.67**

The debt will be paid as follows: **Juan Michael Velasquez will pay the entire debt. Juan Michael Velasquez will provide a copy of the divorce decree to the lender.**

b.

Year: **2015**

Make: **Jeep**

Model: **Wrangler**

VIN: **N/A**

Owner (before divorce): **Summer BriAnn Velasquez, Juan Michael Velasquez**

Current value: **\$20,410.00**

Amounts Estimated: **no**

Ownership After Divorce: **Summer BriAnn Velasquez**

I.

Lender: **UCCU**

Address: **360 W 4800 N, Provo, UT 84604**

Date Acquired: **N/A**

Amount Owed: **\$21,691.57**

Amounts Estimated: **no**

Monthly Payment: **\$596.54**

The debt will be paid as follows: **Summer BriAnn Velasquez will pay the entire debt. Summer BriAnn Velasquez will provide a copy of the divorce decree to the lender.**

C.

Year: **2013**

Make: **Chevy**

Model: **Cruze**

VIN: **1G1PG5SB2D7232837**

Owner (before divorce): **Juan M Velasquez or Summer B Velasquez**

Current value: **\$2,000.00**

Amounts Estimated: **no**

Ownership After Divorce: **Summer BriAnn Velasquez**

Loan: **N/A**

47. This other property will be divided as follows:

We have two dogs. Juan will take custody of Miko. Summer will take custody of Ruby.

Debts

48. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit Card Debt

a.

Account Number: **9578**

Institution Name: **America First Credit Union**

Address: **1429 Breckenridge St. Owensboro KY**

Amount owed on debt (in US Dollars): **\$992.80**

Minimum Monthly Payment (in US Dollars): **\$25.00**

Owner: **Juan M Velasquez**

The debt will be paid as follows: **This debt shall be paid in full once the home is sold and Juan Velasquez will remain the sole owner of that account.**

b.

Account Number: **8722**

Institution Name: **Scheels Credit Card**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$985.39**

Minimum Monthly Payment (in US Dollars): **\$40.00**

Owner: **Summer B Velasquez**

The debt will be paid as follows: **This debt shall be paid in full once the home is sold and the account will be closed**

c.

Account Number: **9231**

Institution Name: **Cabelas Capital One**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$359.55**

Minimum Monthly Payment (in US Dollars): **\$40.00**

Owner: **Juan M Velasquez**

The debt will be paid as follows: **This debt shall be paid in full once the home is sold and Juan M Velasquez will retain sole ownership of this account**

d.

Account Number: **0921**

Institution Name: **Sportsmans Credit Card**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$474.37**

Minimum Monthly Payment (in US Dollars): **\$37.00**

Owner: **Juan M Velasquez and Summer B Velasquez**

The debt will be paid as follows: **This debt shall be paid in full once the home is sold and the account will then be closed**

Installment Loan Debt

a.

Account Number: **1575**

Institution Name: **Miller Harrison Attorney**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$3,681.48**

Minimum Monthly Payment (in US Dollars): **\$612.00**

Owner: **Juan M Velasquez**

The debt will be paid as follows: **Both parties shall continue to make payments on this debt during the divorce process. Any remaining amount due when the home is sold will be paid off with any proceeds.**

b.

Account Number: **4913**

Institution Name: **Check City**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$3,580.27**

Minimum Monthly Payment (in US Dollars): **\$1,286.98**

Owner: **Juan M Velasquez**

The debt will be paid as follows: **Both parties shall continue to make payments on this debt during the divorce process. Any remaining amount due when the home is sold will be paid off with any proceeds.**

c.

Account Number: **4917**

Institution Name: **Check City**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$862.66**

Minimum Monthly Payment (in US Dollars): **\$582.06**

Owner: **Summer B Velasquez**

The debt will be paid as follows: **Both parties shall continue to make payments on this debt during the divorce process. Any remaining amount due when the home is sold will be paid off with any proceeds.**

d.

Account Number: **4730**

Institution Name: **UCCU**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$3,999.27**

Minimum Monthly Payment (in US Dollars): **\$125.36**

Owner: **Summer B Velasquez**

The debt will be paid as follows: **Both parties shall continue to make payments**

on this debt during the divorce process. Any remaining amount due when the home is sold will be paid off with any proceeds.

e.

Account Number: **9420**

Institution Name: **URS**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$23,812.12**

Minimum Monthly Payment (in US Dollars): **\$233.77**

Owner: **Summer B Velasquez**

The debt will be paid as follows: **Both parties shall continue to make payments on this debt during the divorce process. Any remaining amount due when the home is sold will be paid off with any proceeds.**

f.

Account Number: **7444**

Institution Name: **URS**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$26,999.19**

Minimum Monthly Payment (in US Dollars): **\$309.26**

Owner: **Juan M Velasquez**

The debt will be paid as follows: **Both parties shall continue to make payments on this debt during the divorce process. Any remaining amount due when the home is sold will be paid off with any proceeds.**

g.

Account Number: **9797**

Institution Name: **Marine One**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$21,677.18**

Minimum Monthly Payment (in US Dollars): **\$400.17**

Owner: **Juan M Velasquez and Summer B Velasquez**

The debt will be paid as follows: **This debt pertains to a camp trailer previously used for recreational purposes. The outstanding balance shall be satisfied from the proceeds of the sale of the marital residence. Upon completion of the sale, Juan M. Velasquez shall have the option to either: Retain ownership of the camp trailer and compensate Summer B. Velasquez for one-half of its appraised value; or Sell the camp trailer and equally divide the net proceeds with Summer B. Velasquez.**

Other Debt

a.

Account Number: **9038**

Institution Name: **IRS**

Address: **P.O. Box 802501 Cincinnati, OH 45280-2501**

Amount owed on debt (in US Dollars): **\$10,200.00**

Minimum Monthly Payment (in US Dollars): **\$100.00**

Owner: **Juan Michael Velasquez and Summer BriAnn Velasquez**

Estimation Basis: **Past Tax returns**

The debt will be paid as follows: **All IRS tax liabilities arising from prior tax years, as well as the tax year in which the divorce is finalized, shall be satisfied in full from the net proceeds of the sale of the marital residence. If the sale proceeds are insufficient to fully satisfy these obligations, the parties shall jointly enter into an IRS payment arrangement. Each party shall be responsible for one-half of the monthly payment until the outstanding tax liability is paid in full.**

Real property

49. The parties acquired the following real property during the marriage:

a.

Description: **House**

Address: **2575 W Dry Creek Dr, Riverton, Salt Lake , Utah 84065 United States**

Tax ID: **26-36-203-009-0000**

Legal Description: **LOT A-TH15-53, HERRIMAN TOWNE CENTER PL A PH 1
LOT 5 AMD 10239-8814 10281-6526**

Date property acquired: **Dec 12, 2014**

Names on title: **Juan Michael Velasquez**

Original cost: **\$239,716**

Current value: **\$433,600.00**

Property values estimated: **no**

Disposal: **This property will be sold as follows:**

Until the property is sold, Summer BriAnn Velasquez and Juan Michael Velasquez will have equal use and possession of this property. Summer BriAnn Velasquez and Juan Michael Velasquez will be equally responsible for payments, taxes, and insurance until the property is sold.

The proceeds of the sale will be applied as follows:

(i) First, pay expenses of sale.

(ii) Second, pay all mortgages and liens. If there is money still owed on mortgages and liens, the parties will each be responsible for one half of each payment.

(iii) Third, pay all marital debts and obligations.

(iv) Finally, divide any remaining balance equally between the parties.

i.

Creditor: **N/A**

Names on mortgage: **Juan Michael Velasquez**

Date mortgage acquired: **Dec 12, 2014**

Mortgage balance: **\$178,874.22**

Monthly payment: **\$1,549.76**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **The parties stipulate and agree that the marital residence shall be listed for sale. Until the residence is prepared for listing and placed on the market, both parties shall continue to reside in the marital residence and shall cooperate in good faith to maintain the property and prepare it for sale, including but not limited to cleaning, repairs, and staging, as reasonably necessary. Once the residence is sold/pending sale, both parties shall seek and secure alternative housing. Both parties shall share financial responsibility for all costs associated with maintaining the marital residence until such time as the property is sold. Such costs shall include, but are not limited to, mortgage payments, utilities, insurance, property taxes, routine maintenance, and any other expenses necessary to preserve the property pending sale. The timeline from filing of court documents with the court until the time the house is placed on the market for sale, shall not exceed 6 months time. Juan Michael Velasquez will provide a copy of the divorce decree to the lender.**

ii.

Creditor: **N/A**

Names on mortgage: **Juan M Velasquez**

Date mortgage acquired: **Feb 27, 2023**

Mortgage balance: **\$34,969.49**

Monthly payment: **\$592.71**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **The parties stipulate and agree that the marital residence shall be listed for sale. Until the residence is prepared for listing and placed on the market, both parties shall continue to reside in the marital residence and shall cooperate in good faith to maintain the property and prepare it for sale, including but not limited to cleaning, repairs, and staging, as reasonably necessary. Once the residence is sold/pending sale, both parties shall seek and secure alternative housing. Both parties shall share financial responsibility for all costs associated with maintaining the marital residence until such time as the property is sold. Such costs shall include, but are not limited to, mortgage payments, utilities, insurance, property taxes, routine maintenance, and any other expenses**

necessary to preserve the property pending sale. The timeline from filing of court documents with the court until the time the house is placed on the market for sale, shall not exceed 6 months time. Juan Michael Velasquez will provide a copy of the divorce decree to the lender.

Alimony

50. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

51. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

52. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **None**

Plan Name: **401K**

Plan Administrator: **Utah Retirement Systems**

Company Name: **Utah Retirement Systems**

Address: **560 E 200 S Salt Lake City, UT 84102**

Date Opened: **Feb 11, 2004**

Plan Value: **\$98077.59**

This plan is in the name of: **Juan Michael Velasquez**

Divide as follows: **The entire account should be awarded to Juan Michael Velasquez.**

b.

Account Number: **None**

Plan Name: **401K**

Plan Administrator: **Utah Retirement systems**

Company Name: **Utah Retirement Systems**

Address: **560 E 200 S Salt Lake City, UT 84102**

Date Opened: **Feb 8, 2007**

Plan Value: **\$51310.92**

This plan is in the name of: **Summer BriAnn Velasquez**

Divide as follows: **The entire account should be awarded to Summer BriAnn Velasquez.**

Retirement money - pensions

53. The parties have retirement money. The owner of the retirement money (Plan Participant) must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

54. In the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **4754**

Plan Name: **Pension**

Plan Administrator: **Utah Retirement Systems**

Company Name: **Utah Retirement Systems**

Address: **560 E 200 S Salt Lake City, UT 84102**

Date Opened: **Mar 1, 2007**

Plan Value: **\$50225.09**

This plan is in the name of: **Summer BriAnn Velasquez**

Divide as follows: **The entire account should be awarded to Summer BriAnn Velasquez.**

b.

Account Number: **9523**

Plan Name: **Pension**

Plan Administrator: **Utah Retirement Systems**

Company Name: **Utah Retirement Systems**

Address: **560 E 200 S Salt Lake City, UT 84102**

Date Opened: **Jan 14, 2006**

Plan Value: **\$93621.1**

This plan is in the name of: **Juan Michael Velasquez**

Divide as follows: **The entire account should be awarded to Juan Michael Velasquez.**

Additional provisions

55. The parties will adhere to the following additional provisions:

a.

Additional Provision: **Each party expressly waives, releases, and relinquishes**

any and all right, title, or interest in and to the other party's pension, retirement benefits, deferred compensation, and Social Security benefits, whether now existing or hereafter acquired. Neither party shall be entitled to receive any portion of the other party's pension or Social Security benefits at any time.

Duty to sign documents

56. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Name after divorce

57. **Summer BriAnn Velasquez** changed **her** name when the parties married. **Summer BriAnn Velasquez's** name will be **Summer BriAnn Anderson** after the divorce.

Judge's signature may instead appear at the top of the first page of this document.

5/15/2026

Date

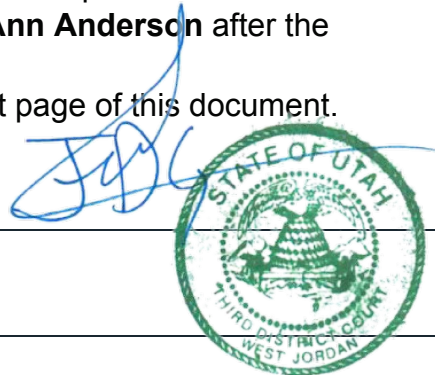
Signature ►

Judge

Signature ►

Date

Commissioner



Approved as to Form.

Other Party

Signature ►

Other Party

Name

Juan Michael Velasquez

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Juan Michael Velasquez**

Method of service: **Hand Delivery**

Address: **5107 W Ashfield Dr Herriman UT 84096**

Date of Service: **May 14, 2026**

05/14/2026

Date

Signature



Summer Velasquez

Printed
Name

Summer B Velasquez