IN THE CIRCUIT COURT OF CARROLL COUNTY, ARKANSAS

DOMESTIC RELATIONS DIVISION

Joseph emery guess
Plaintiff,

v. No. 08 EDR 21- 221

holly teannette l guess
Defendant.

PROPERTY SETTLEMENT AGREEMENT

Joseph emery guess of 3566 hwy 103, Green forest, Arkansas 72638, born , , and holly teannette l guess of 14600 Holly rd, Henryetta, Oklahoma 74437, born being sworn do hereby state the following statements are true and correct and that except as otherwise specifically stated in this Agreement, this Agreement serves as a full and final settlement of all matters arising from the dissolution of their marriage, including division all property rights, debts, spousal support, child custody, visitation, and child support. The parties agree this Agreement contains a fair, just and equitable division of property and subject to court approval agree as follows:

1. JURISDICTION. Joseph emery guess has resided in Carroll for at least sixty (60) days immediately preceding the time of the filing of the complaint, which satisfies the residency requirements of the state of Arkansas.

2. ARMED FORCES. Neither party is a member of the Armed Forces.

3. MARRIAGE DATE. The parties were married to each other on February 20, 2008 in Fayetteville, Arkansas and 1 child was born to this marriage. The only remaining minor child is Tiffany Dore Guess, whose date of birth is

   The parties are not currently expecting any children.

4. SEPARATION DATE. The parties' date of physical separation is March 21, 2021.

5. CAUSE OF DISSOLUTION: The parties acknowledge that the marriage has become irretrievably broken due to irreconcilable differences and they are beyond reconciliation.

6. DISCLOSURE. The parties acknowledge that each has made a full disclosure of

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all assets and debts owned jointly or individually. Nothing has been withheld and each party believes the other has been truthful in their disclosure.

7. INCOME. Joseph emery guess has a total gross monthly income of $4,000.00 which includes income from the following sources:

Tyson
Yearly
$4,000.00 per month.

holly teannette l guess has a total gross monthly income of $2,000.00 which includes income from the following sources:

Pearce consulting
Yearly
$2,000.00 per month.

8. CUSTODY. The parties acknowledge that this is the home state of the children pursuant to this state's Uniform Child Custody Jurisdiction and Enforcement Act. The children have resided in this state for more than six months before this action began and no other court has made a child custody determination.

9. CHILD CUSTODY & VISITATION. The parties have agreed on the following terms of custody and visitation:

   a. **Legal Custody.** Legal custody for the purpose of this agreement refers to the authority to make major decisions regarding a minor child of the marriage, which can include but are not limited to health care, religion, and education. The parties agree to maintain joint legal custody of their minor child.

   b. **Emergency Decisions.** The parties acknowledge that some decisions must be made on an emergency or urgent basis. Each of the parties acknowledges full confidence in the other's ability to make a unilateral decision for the children's welfare, which would normally be a joint decision of the parties. When such a decision is made, the party making that decision must promptly notify the other party.

   c. **Physical Custody.** Physical custody for the purpose of this agreement refers to the authority to make routine and day-to-day decisions regarding the child and where the child's primary residence will be. The parties agree holly teannette l guess will have sole physical custody of the parties minor child.

d. **Parenting Time/Visitation.** The non-custodial parent will have visitation with the minor children as follows:

   i. Every other weekend starting Friday at 5:00 p.m. and ending on Sunday at 7:00 p.m.

e. **Transportation.** The parties agree to equally divide the cost of transportation for all visitation.

f. **Notification.** The parties agree that neither party will change the residence of the minor child of the parties without adequate prior written notification. The parties further agree that this visitation and custody agreement will be reassessed if either party relocates and the new residence makes the current agreement unfeasible to manage. The parties agree to provide one another with their current phone number and physical address.

g. **Childcare.** The parties agree to allow one another the first opportunity to have the children if he or she is unable to care for the children during their scheduled time. The parties agree to work together to make decisions regarding childcare providers.

h. **Health Insurance.** Tiffany has soonercare with Holly guess

i. **Non-Covered Medical.** The parties agree that each party shall be responsible for 50% of any non-covered or co-pay expenses related to medical, dental, optometric, orthodontic, physical therapy, psychiatric or pharmaceutical needs of the minor children. A parent shall provide the other with a statement documenting any payments made and the other parent shall reimburse the paying parent within 30 days of receipt of this statement.

j. **Taxes Related to Children.** We will have it every other year switching between eachother

k. **Parental Rights and Responsibilities.** Each parent has the following rights and responsibilities unless they relinquish their parental rights:

   1. Right to access and obtain copies of the child's educational, medical, dental, religious, insurance, and other records or information.
   2. Right to attend educational conferences concerning the child. This right does not require any school to hold a separate conference with each parent.
   3. Right to reasonable access to the child by written, telephonic, and electronic means.

4. Duty to inform the other parent as soon as reasonably possible of a serious accident or serious illness for which the child receives health care treatment. The parent shall provide to the other parent a description of the serious accident or serious illness, the time of the serious accident or serious illness, and the name and location of the treating health care provider.
5. Duty to immediately inform the other parent of residential telephone numbers and address, and any changes to the same.
6. Duty to keep the other parent informed of the name and address of the school the child attends.

The court shall include, in an order establishing or modifying parental rights and responsibilities, the rights and duties listed in this section; however, the court may restrict or exclude any right or duty listed in this section if the order states the reason in support of the restriction or exclusion. The court shall consider any domestic violence protection orders relating to the parties when determining whether to restrict or exclude any right or duty listed in this section.

10. COOPERATION. The parties agree to cooperate with one another in signing any papers or legal documents needed to finalize this agreement or any provision contained in this agreement, including deeds, title certificates, etc. Within 10 days of notification of Entry of Judgment, the parties shall execute any document, transfer papers, titles or other documents to effect the provisions of this Agreement and any resulting Decree of Divorce. In the event a party fails to sign transfer documents, the final Decree of Divorce shall operate to transfer title.

11. DIVISION OF ASSETS. Each party shall receive any and all, tangible and intangible, property in his/her possession including personal items and household goods, unless stated otherwise in this agreement.

12. FUTURE EARNINGS AND ACQUISITIONS. All income, earnings, or other property received or acquired by either party to this Agreement on or after the date of execution of this Agreement shall be the sole and separate property of the receiving or acquiring party. Each party, as of the effective date of this Agreement, does hereby and forever waive, release, and relinquish all right, title and interest in all such income, earnings and other property except as necessary to collect any sums due hereunder in the event of default.

13. DEBTS. Each spouse will be responsible for any indebtedness incurred in his or her individual name prior to the date of marriage unless otherwise specifically stated in this agreement. Each spouse will be responsible for any indebtedness incurred in his or her individual name subsequent to the date of separation March 21, 2021 unless otherwise specifically stated in this agreement. Each spouse will be responsible for any indebtedness incurred in his or her individual name during

the course of the marriage unless otherwise specifically stated in this agreement.

14. SPOUSAL SUPPORT/ALIMONY. The parties agree that neither shall receive spousal support from the other and each waives and releases any and all claim against the other for spousal support, maintenance or alimony. The parties further agree the Court will not retain jurisdiction of the matter of spousal support, maintenance or alimony and this waiver, once incorporated in a final decree of divorce, terminates any and all rights each party may have held to such support.

15. NAME CHANGE. Neither party is seeking to change their name at this time but both reserve the right to bring an action before the court at a later date.

16. TAXES. For the purposes of determining income tax liability, the parties agree and hereby partition all of the income, gain, loss, and deductions attributable to a party from that party's individual labor, that party's individual efforts, or the property awarded in this agreement to that party, as his or her sole and separate property, as if that party had been single and unmarried from the current year through the date of divorce.

    Each party shall file a separate federal individual income tax return for the calendar year of the divorce.

17. MUTUAL INDEMNITY. All parties agree the other parties are free of any liability or wrongdoing. Any liability or wrongdoing is expressly denied. Furthermore, the parties each agree that neither shall disparage the other to any third party at any time. The parties agree that in regard to the payment of debts and other liabilities stated in this Agreement that each shall indemnify and hold harmless the other for the payment of same.

18. FUTURE DISPUTE SETTLEMENT. The parties agree that if any dispute, question, disagreement, or change occurs affecting the terms of this Agreement, they will work together to negotiate with each other in good faith, in consideration of their mutual interest, with the purpose of reaching a solution, which is beneficial for the parties. In the event negotiations fail, the parties agree to first seek mediation, through a qualified mediator selected jointly by the parties. Either party may terminate mediation at any time. In the event the dispute is not resolved, either party may motion the Court governing this Agreement and the resulting decree of divorce or judgment for a decision regarding the disputed matter.

19. FULL DISCLOSURE OF ASSETS AND LIABILITIES. The parties hereby represent that they have each made full disclosure to the other party of their individual assets. Each represents that he or she has provided the other with a current financial statement which discloses fully and completely all of his or her income, assets, expenses and liabilities. By executing this Agreement, the parties

represent that the terms and provisions of this Agreement are fair, just and reasonable and are not the product of fraud, coercion or undue influence and that each signs this Agreement freely and voluntarily.

20. ADDITIONAL DOCUMENTS. Each party agrees that he or she will sign and execute any additional documents that could be necessary to put into effect the intended purposes hereof. Each party shall execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require or find convenient, expedient, or businesslike for the purpose of giving full force and effect to the provisions of this Agreement, specifically including any deeds, affidavits, tax forms or other instruments required of one party to the other in order to pass good or merchantable title to any property owned by either party during the marital relationship.

21. ATTORNEY'S FEES. Each party is solely responsible for paying their respective attorney's fees and costs incurred in connection with this agreement's negotiation and preparation through a final dissolution of the marriage. Neither party will have any obligation whatsoever for any attorney's fees or costs incurred by the other.

22. SUBMISSION OF AGREEMENT TO COURT. The parties each agree that this Agreement shall be submitted to the Court for a judge's approval of the terms and entry of Judgment of Divorce.

23. BINDING AGREEMENT. This agreement shall be binding upon and shall inure to the respective heirs of the parties and their personal representatives of their estates.

By executing this agreement I swear that to my knowledge the information contained herein is a full and complete disclosure and it is my intention that this Agreement is a full and final division of the property and debts involved in this marriage and that I am satisfied with the agreement contained herein.

Dated: 12/27/21

Joseph Guess

Joseph emery guess
3566 hwy 103
Green forest, Arkansas, 72638
9182647504

STATE OF ARKANSAS, ss:
COUNTY OF CARROLL, ss:

On this 27th day of December, 2021, before me, Joseph Guess, personally appeared Joseph emery guess, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same as for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Sherry Eifling

Notary Public

Title (and Rank)

My commission expires 02/01/2029

SHERRY EIFLING
NOTARY PUBLIC-STATE OF ARKANSAS
CARROLL COUNTY
My Commission Expires 02/01/2029
Commission # 12706742

By executing this agreement I swear that to my knowledge the information contained herein is a full and complete disclosure and it is my intention that this agreement is a full and final division of the property and debts involved in this marriage and that I am satisfied with the agreement contained herein.

Dated: 12/27/21

Holly Guess

holly teannette l guess
14600 Holly rd
Henryetta, Oklahoma, 74437
9185084421

STATE OF ARKANSAS, ss:
COUNTY OF CARROLL, ss:

On this 27th day of December, 2021, before me, Holly Guess, personally appeared holly teannette l guess, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same as for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Sherry Eifling

Notary Public

Title (and Rank)

My commission expires 02/01/2029

SHERRY EIFLING
NOTARY PUBLIC-STATE OF ARKANSAS
CARROLL COUNTY
My Commission Expires 02/01/2029
Commission # 12706742