

CAUSE NO. XXXXXXXXX

IN THE MATTER OF

THE MARRIAGE OF
Delia Jenkins
AND
Richard Jenkins

IN THE DISTRICT COURT
OF COMAL
COUNTY, TEXAS
244th JUDICIAL
District Court

MEDIATED SETTLEMENT AGREEMENT

Pursuant to sections 6.601, 6.602, and 153.0071 of the Texas Family Code, the undersigned parties to this Mediated Settlement Agreement agree to compromise and settle the claims and controversies between them. The parties wish to avoid potentially protracted and costly litigation. By signing this Agreement, the undersigned request the Court to enter and sign a Judgment on Final Orders in accordance with this agreement. Further, each party intends and agrees that either of them shall be entitled to judgment on this Agreement as provided by sections 6.601, 6.602 and 153.0071 of the Texas Family Code.

1. The parties agree and stipulate that the division of assets and debts in this agreement are fair and equitable, taking into consideration the interests of the parties. Property settlement terms are set out in Exhibit _____ Through _____, which are attached to this Agreement and incorporated by reference _____ as if recited verbatim herein.
2. The parties agree and stipulate that this Agreement is in the best interest of the child. Child-related settlement terms are set out in Exhibits _____ and _____, which are attached to this Agreement and incorporated by reference as if recited verbatim herein
3. The parties agree and stipulate that this Mediated Settlement Agreement provides a **basic** outline of their complete agreement; however, the parties understand and acknowledge that this Agreement may omit specific details or terms that must be included in an enforceable final order or decree. Consequently, the parties agree that whether this Mediated Settlement Agreement specifically provides the necessary language to make the final order or decree enforceable, the parties intend that the drafting party shall insert all details, appropriate dates, times, locations and notice requirements necessary to make the final order or decree enforceable. Should a disagreement arise over any detail in the final order or decree or

other related documents, **Robert Geiger**, the mediator who facilitated this agreement, shall act as the arbiter of the issue and shall resolve the issue by telephone conference or in a meeting of the attorneys and mediator prior to the date of entry. Such decision of the mediator/arbiter shall be final and binding. The parties understand that the fee for arbitration is greater than the fee for mediation.

4. If any other dispute arises with regard to the interpretation or performance of this agreement or any of its provisions, including the necessity and form of closing documents, the parties agree to try to resolve the dispute by telephone conference or meeting with **Robert Geiger**, the mediator who facilitated this settlement. Any disputes regarding drafting shall be resolved whenever possible by reference to the Texas Family Law Practice Manual. In the event an agreement cannot be reached, the mediator shall act as the arbiter of the issue and shall resolve the issue by telephone conference or meeting of the attorneys and mediator prior to the date of entry. Such decision of the mediator/arbiter shall be final and binding. The parties waive any objections to the mediator serving as arbitrator as described herein. The parties acknowledge that fees for arbitration will be greater than those for mediation.
5. This agreement is made and performable in Harris County, Texas, and shall be construed in accordance with Texas law.
6. **Each signatory to this agreement has entered into the settlement freely and without duress after having consulted with professionals of his or her choice.** Each party has been advised by the mediator that the mediator is not the attorney for any party and that each party should have this Agreement approved by that party's attorney before executing it.
7. **This agreement is signed voluntarily and with the advice and consent of counsel on the date set out below** and, subject to the Court's approval, these provisions are intended to be incorporated into a final order or decree to be presented to the Court.
8. The provisions of this Agreement shall be effective immediately as a contract, shall supersede any temporary orders or other agreements of the parties with respect to the subject matter hereof, and shall serve as a partition of all property set forth herein to the person to whom such property is awarded. All future income from any property herein awarded is partitioned to the person to whom the property is awarded. All future earnings of each party are partitioned to the person providing the services giving rise to the earnings. These partitions are effective pursuant to section 4.102 of the Texas Family

Code; therefore, each party waives further disclosure of property and debts of the other party.

9. All discovery obligations of each party shall immediately cease upon execution of this agreement, including any requirement for either party to respond to outstanding discovery requests or supplementation.
10. All outstanding motions filed by either party shall be dismissed and no further litigation shall occur regarding such motions other than the filing of a signed decree and agreement incident to divorce, if applicable.
11. The parties agree to appear in court at the first available date to present evidence and secure rendition of a judgment in accordance with this Mediated Settlement Agreement. The parties agree that a final order shall be prepared by the attorney for _____ and given to opposing counsel for approval by _____ and shall be entered on or before _____.

AS EVIDENCED BY THEIR SIGNATURES BELOW. THE PARTIES AGREE THAT THIS AGREEMENT IS NOT SUBJECT TO REVOCATION.

SIGNED by the parties on May 16, 2013.

**APPROVED. AGREED. CONSENTED TO. AND
ADOPTED AS TO FORM AND SUBSTANCE;**

Delia Jenkins
Petitioner

Richard Jenkins
Respondent

Robert Geiger
Mediator
State Bar ADR Section No. 19052000
3207 Mercer Street
Houston, Texas 77027
(713) 581-8223
(877) 761-1951 (facsimile)