



# Travis County, Texas

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⏪ ⏩ 131978 ⏴ ⏵

General

No image available for this record.

**Certificate Number:** 131978

**Applicant 1:** SAUER KURT MATTHEW

**Applicant 2:** ECKHARDT SARAH

**Applicant 1 Father's Name:**

**Applicant 1 Mother's Name:**

**Applicant 2 Father's Name:**

**Applicant 2 Mother's Name:**

**Applicant 1 Last Name At Birth:**

**Applicant 2 Last Name At Birth:**

**Date of Application:** 08/27/1998

**Date of Marriage:** 08/22/1998

**Book:** 310

**Page:** 609

**Image:**

Filed in The District Court  
of Travis County, Texas

**NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA**

NO. D-1-FM-16-001513

NOV - 4 2016  
At 8:35 a M.  
Velva L. Price, District Clerk

IN THE MATTER OF THE  
MARRIAGE OF

S.E.  
AND  
K.S.

AND IN THE INTEREST OF  
H.S. AND N.S., CHILDREN

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IN THE 200<sup>TH</sup> JUDICIAL

DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

**AGREED FINAL DECREE OF DIVORCE**

On Nov 3, 2016 the Court heard this case, rendered judgment, and granted the divorce.

***Appearances***

Petitioner, SARAH ECKHARDT, has entered her appearance in this case for all purposes and has agreed to the terms of this judgment to the extent permitted by law, as evidenced by the signatures of Petitioner and Petitioner's attorney of record, Michael Burnett, appearing below. Petitioner did not otherwise appear.

Respondent and Counter-Petitioner, KURT SAUER, appeared in person and by attorney of record, Kelly Ausley-Flores, and announced that the parties had reached an agreement. Respondent has agreed to the terms of this judgment to the extent permitted by law, as evidenced by the signatures of Respondent and his attorney of record appearing below.

***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 and Respondent had been domiciliaries of the State of Texas for the preceding six-month period and residents 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 that the provisions of this Decree are enforceable as a contract. The Court approves the agreement of the parties as contained in this *Agreed Final Decree of Divorce*.

The agreements in this Agreed Final Decree of Divorce were reached in mediation on September 14, 2016 with Jonathan P. Friday as mediator. This Agreed Final Decree of Divorce represents a merger of a Mediated Settlement Agreement between the parties. To the extent any differences exist between this Decree and the Mediated Settlement Agreement, this Agreed Final Decree of Divorce shall prevail.

### ***Divorce***

IT IS ORDERED AND DECREED that SARAH ECKHARDT, Petitioner, and KURT SAUER, Respondent, are divorced and that the marriage between them is dissolved on the ground of insupportability.

### ***Children of the Marriage***

The Court finds that Petitioner and Respondent are the parents of the following children of this marriage:

|             |                      |
|-------------|----------------------|
| Name:       | Henry Eckhardt Sauer |
| Sex:        | Male                 |
| Birth Date: | January 11, 2006     |

|             |                   |
|-------------|-------------------|
| Name:       | Nadine Rose Sauer |
| Sex:        | Female            |
| Birth Date: | March 18, 2003    |

The Court finds that no other child is expected.

### ***Conservatorship and Support***

The Court, having considered the circumstances of the parents and of the children, finds the following orders are in the best interest of the children:

### ***Joint Managing Conservators***

IT IS ORDERED that KURT SAUER and SARAH ECKHARDT are appointed Joint Managing Conservators of Henry Eckhardt Sauer and Nadine Rose Sauer.

### ***Rights and Duties of the Conservators at All Times***

IT IS ORDERED that, at all times, KURT SAUER and SARAH ECKHARDT, as parent Joint Managing Conservators, each shall have the following rights at all times:

1. the right to receive information from any other conservator of the children concerning the health, education, and welfare of the children;
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 children;
3. the right of access to medical, dental, psychological, and educational records of the children;
4. the right to consult with a physician, dentist, or psychologist of the children;
5. the right to consult with school officials concerning the children's welfare and educational status, including school activities;
6. the right to attend school activities;
7. the right to be designated on the children'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 children; and,
9. the right to manage the estates of the children to the extent the estates have been created by the parent or the parent's family.

IT IS ORDERED that, at all times, KURT SAUER and SARAH ECKHARDT, as parent Joint Managing Conservators, shall each have the following duties:

1. the duty to inform the other conservator of the children in a timely manner of significant information concerning the health, education, and welfare of the children;
2. the duty to inform the other conservator of the children 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 children 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; and,**

3. the duty to inform the other conservator of the children if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established, or the conservator resides with or allows unsupervised access to a child, by a person who is the subject of a final protective order sought by the conservator after the expiration of 60-day period following the date the final protective order is issued, or the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. 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 thirtieth day after the date the conservator of the children establishes residence with the person who is the subject of the final protective order, or the ninetieth day after the date the final protective order was issued if the conservator of the children resides with or allows unsupervised access to the person who is the subject of a final protective order sought by the conservator, or the thirtieth day after the date the final protective order issued against the conservator which is issued after the date of the order establishing conservatorship, as appropriate. **WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.**

*Rights and Duties during Periods of Actual Possession*

IT IS ORDERED that, during their respective periods of possession, KURT SAUER and SARAH ECKHARDT, as parent Joint Managing Conservators, each shall have the following rights and duties:

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

Conservatorship Right Awarded Exclusively to Sarah Eckhardt

IT IS ORDERED that SARAH ECKHARDT, as Joint Managing Conservator shall have the exclusive right to receive and give receipt for periodic payments for the support of the children and to hold or disburse these funds for the benefit of the children;

Conservatorship Rights and Duty To Be Exercised by Agreement of the Parties

IT IS ORDERED AND DECREED that the Joint Managing Conservators shall share the following rights and duty of a parent, and the concurrence of the conservators is required in the exercise of these rights and duty:

1. the right, subject to the agreement of the other parent conservator, to consent to medical, dental, and surgical treatment involving invasive procedures, and to consent to psychiatric and psychological treatment;
2. the right, subject to the agreement of the other parent conservator, to make decisions concerning the children's education; provided, however, that the children shall continue to attend the schools in which they currently are enrolled, unless agreed otherwise in writing by the conservators;
3. except when a guardian of a child's estate or a guardian or attorney ad litem has been appointed for a child, the right, subject to the agreement of the other parent conservator, to act as an agent of the children in relation to the children's estates if the children's actions are required by a state, the United States, or a foreign government;
4. the duty, subject to the agreement of the other parent conservator, to manage the estates of the children to the extent the estates have been created by community property or the joint property of the parents, unless expressly ordered otherwise in this Decree;
5. except as provided by Section 264.0111 of the *Texas Family Code*, the right, subject to the agreement of the other party, to the services and earnings of the children;
6. the right, subject to the agreement of the other parent conservator, to consent to marriage, to enlistment in the armed forces of the United States; and,
7. the right, subject to the agreement of the other parent conservator, to represent the children in legal action and to make other decisions of substantial legal significance concerning the children, except when a guardian or attorney ad litem has been appointed for a child.

Geographic Restriction

The Court finds that, in accordance with section 153.001 of the Texas Family Code, it is the public policy of Texas to assure that children will have frequent and continuing contact with parents who have shown the ability to act in the best interest of the children, to provide a safe,

stable, and nonviolent environment for the children, and to encourage parents to share in the rights and duties of raising their children. IT IS ORDERED that the primary residence of the children shall be within Travis County, Texas, and the parties shall not remove the children from Travis County for the purpose of changing the primary residence of the children unless this Decree is modified by further order of the court of continuing jurisdiction or by written agreement signed by the parties and filed with the Court. IT IS ORDERED that this geographical restriction of the residence of the children shall be lifted if, at the time a conservator wishes to remove the children from Travis County, Texas for the purpose of changing the primary residence of the children, the other conservator does not reside in Travis County, Texas.

### ***Conduct of the Parties***

KURT SAUER and SARAH ECKHARDT are ORDERED as follows:

1. Until November 1, 2016, each parent is prohibited from having the children present with any unrelated adult with whom the parent is having a romantic or dating relationship, except to exchange pleasantries upon a chance encounter in a public place. Additionally, KURT SAUER shall not have the children present with such person during the period from and including Wednesday, November 23, 2016 through Sunday, November 27, 2016.
2. Until April 15, 2017, neither parent shall cohabit with an individual with whom that parent is in a romantic relationship, during that parent's periods of actual possession.

### ***Possession and Access***

The Court finds that the following provisions of this Possession Order are intended to and do comply with the requirements of Texas Family Code Chapter 153, Sub-Chapter F. IT IS ORDERED that each conservator shall comply with all terms and conditions of this Possession Order. IT IS ORDERED that this Possession Order is effective June 1, 2016 or upon the date of divorce, whichever event occurs later, and applies to all periods of possession occurring on and after that date. IT IS, THEREFORE, ORDERED:

#### **(a) Definitions**

1. In this Possession Order, "school" means the schools in which the children are enrolled, or, if a child is not enrolled in school, the public school district in which the child resides.
2. In this Possession Order, "children" refers to each child the subject of this suit, while that child is under the age of 18 years and not otherwise emancipated.

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

IT IS ORDERED that SARAH ECKHARDT shall have possession of the children at all times mutually agreed to in advance by the parties, and, in the absence of mutual agreement, it is

ORDERED that SARAH ECKHARDT shall have possession of the children under the specified terms set out in this Possession Order.

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

(c) Weekly (Non-Holiday) Possession

Except as otherwise explicitly provided, IT IS ORDERED AND DECREED that SARAH ECKHARDT shall have the right to possession of the children as follows:

1. "Week One" Schedule. Beginning October 29, 2016, SARAH ECKHARDT shall have possession of the children during alternating weeks of each month, beginning at 10:00 A.M. on Saturdays and ending at 5:00 P.M. the following Wednesday.

2. "Week Two" Schedule. Beginning October 23, 2016, SARAH ECKHARDT shall have possession of the children during alternating weeks of each month, beginning at 5:00 P.M. on Sundays and ending at 5:00 P.M. the following Wednesday.

Except as otherwise explicitly provided, IT IS ORDERED AND DECREED that KURT SAUER shall have the right to possession of the children as follows:

1. "Week One" Schedule. Beginning October 26, 2016, KURT SAUER shall have possession of the children during alternating weeks of each month, beginning at 5:00 P.M. on Wednesdays and ending at 10:00 A.M. the following Saturday.

2. "Week Two" Schedule. Beginning October 19, 2016, KURT SAUER shall have possession of the children during alternating weeks of each month, beginning at 5:00 P.M. on Wednesdays and ending at 5:00 P.M. the following Sunday.

(d) Extended Summer Possession

Notwithstanding the weekly schedule ordered above, IT IS ORDERED AND DECREED that each parent shall have the right to possession of the children during the children's summer vacation from school, as follows:

Extended Summer Possession by SARAH ECKHARDT. If SARAH ECKHARDT gives KURT SAUER written notice by April 1 of any even-numbered year and by April 15 of any odd-numbered year specifying an extended period of summer possession for that year, SARAH ECKHARDT shall have possession of the children for fourteen (14) days beginning no earlier than the day after the children's schools are 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, as specified in the written notice. These periods of possession shall begin and end at 5:00 P.M.



Extended Summer Possession by KURT SAUER. If KURT SAUER gives SARAH ECKHARDT written notice by April 1 of any odd-numbered year and by April 15 of any even-numbered year specifying an extended period of summer possession for that year, KURT SAUER shall have possession of the children for fourteen (14) days beginning no earlier than the day after the children's schools are 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, as specified in the written notice. These periods of possession shall begin and end at 5:00 P.M.

Resolution of Date Conflicts. If the parties' choices of dates for extended summer possession conflict in any year, SARAH ECKHARDT's choice of dates shall prevail in all even-numbered years, and KURT SAUER's choice of dates shall prevail in all odd-numbered years. SARAH ECKHARDT's periods of extended summer possession shall not interfere with Father's Day weekend in any year.

(e) Holidays

Notwithstanding the weekly schedule of possession ordered above, IT IS ORDERED AND DECREED that SARAH ECKHARDT and KURT SAUER shall have the right to possession of the children as follows:

1. Christmas Holidays in Even-Numbered Years. In even-numbered years, SARAH ECKHARDT shall have the right to possession of the children beginning at the time the children are dismissed from school for the Christmas school vacation and ending at 12:00 noon on December 28, and KURT SAUER shall have the right to possession of the children beginning at 12:00 noon on December 28 and ending at the time the children's school resumes after that Christmas school vacation.

2. Christmas Holidays in Odd-Numbered Years. In odd-numbered years, KURT SAUER shall have the right to possession of the children beginning at the time the children are dismissed from school for the Christmas school vacation and ending at 12:00 noon on December 28, and SARAH ECKHARDT shall have the right to possession of the children beginning at 12:00 noon on December 28 and ending at the time the children's school regularly resumes after that Christmas school vacation.

3. Thanksgiving in Odd-Numbered Years. In odd-numbered years, SARAH ECKHARDT shall have the right to possession of the children beginning at the time the children's school is dismissed for the Thanksgiving holiday and ending at the time the children's school resumes after that Thanksgiving holiday.

4. Thanksgiving in Even-Numbered Years. In even-numbered years, KURT SAUER shall have the right to possession of the children beginning at the time the children's school is dismissed for the Thanksgiving holiday and ending at the time the children's school resumes following the Thanksgiving holiday.

5. Spring Break in Even-Numbered Years. In even-numbered years, KURT SAUER shall have the right to possession of the children during their spring break vacation from

school, beginning at the time the children's school is dismissed for the school's spring vacation and ending at the time the children's school regularly resumes after that vacation.

6. Spring Break in Odd-Numbered Years. In odd-numbered years, SARAH ECKHARDT shall have the right to possession of the children during their spring break vacation from school, beginning at the time the children are dismissed from school for the school's spring vacation and ending at the time the children's school regularly resumes after that vacation.

7. Child's Birthday. If a conservator is not otherwise entitled under this Possession Order to present possession of a child on the child's birthday, that conservator shall have possession of the children beginning at 6:00 P.M. and ending at 8:00 P.M. on that day, provided the conservator picks up the children from the other conservator and returns the children to that same place.

8. Father's Day Weekend. If he is not otherwise entitled under this Possession Order to present possession of the children on Father's Day, KURT SAUER shall have the right to possession of the children each year, beginning at 5:00 P.M. on the Friday preceding Father's Day and ending at 5:00 P.M. on Father's Day.

9. Mother's Day Weekend. If she is not otherwise entitled under this Possession Order to present possession of the children on Mother's Day, SARAH ECKHARDT shall have the right to possession of the children each year, beginning at 5:00 P.M. on the Friday preceding Mother's Day and ending at 5:00 P.M. on Mother's Day.

(f) General Terms and Conditions.

Except as otherwise explicitly provided, the terms and conditions of possession of the children that apply regardless of the distance between the residence of a parent and the children are as follows:

1. Surrender and Return of Children. Each parent is ORDERED to surrender the children to the other parent at the beginning of each period of the other parent's periods of possession. If a parent's period of possession begins or ends at the time school begins or ends, the "exchange" shall occur at school. If the children are not in school (such as during holidays, days when school is not in session, or summer vacation periods), the parent whose period of possession is beginning shall pick up the children at the residence of the parent whose period of possession is ending and the parent whose period of possession is ending is ORDERED to surrender the children to the parent whose period of possession is beginning at the times specified in this Possession Order. Nothing in these provisions is intended to prohibit a parent from making other transportation arrangements for the children to and from school, or to prohibit the children from transporting themselves between the parties' residences, at the time a child obtains a valid Texas driver's license.

2. Personal Effects. Each conservator is ORDERED to return with the children the personal effects that the children brought at the beginning of the period of possession.

3. Designation of Competent Adult. Subject to the provision in this Decree entitled *Conduct of the Parties*, each conservator may designate any competent adult to pick up and return the children, as applicable. The parties agree that a conservator or a designated competent adult be present when a child is picked up or returned.

4. Inability To Exercise Possession. A parent shall give notice to the person in possession of the child on each occasion that the parent will be unable to exercise that parent's right of possession for any specified period; and, repeated failure of a parent to give notice of an inability to exercise the possessory rights may be considered as a factor in a modification of those possessory rights.

5. 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.

6. Notice to School and the Other Conservator. If a conservator's time of possession of a child ends at the time school resumes and for any reason the child is not or will not be returned to school, that conservator shall immediately notify the school and the other conservator that the child will not be or has not been returned to school.

#### ***Children's Passports and Travel Outside of the Country***

IT IS ORDERED if a party applies for a passport for a child, that party is ORDERED to notify the other conservator of that fact no later than seven (7) days after the application. IT IS ORDERED that if a parent's consent is required for the issuance of a passport, that parent shall provide such consent in writing no later than seven (7) days after receipt of the consent documents, unless the parent has good cause for withholding that consent.

IT IS FURTHER ORDERED that either parent shall have the right to maintain possession of any passports of the children, subject to the requirements for delivery of the passport and all other requirements set forth below.

Either parent is ORDERED to deliver or cause to be delivered to the other parent the original, valid passports of the children, within ten (10) days of their receipt of the other parent's notice of intent to have the child travel outside the United States during a period of possession of the other parent.

IT IS ORDERED that if a conservator intends to have the children travel outside of the United States during the conservator's period of possession of the children, the conservator shall provide written notice to the other conservator. IT IS ORDERED that this written notice shall include all the following:

1. any written consent form for travel outside the United States that is required by the country of destination, countries through which travel will occur, or the intended carriers;
2. the date, time, and location of the children's departure from the United States;

3. a reasonable description of means of transportation, including, if applicable, all names of carriers, flight numbers, and scheduled departure and arrival times;
4. a reasonable description of each destination of the intended travel, including the name, address, and phone number of each interim destination and the final travel location;
5. the dates the children are scheduled to arrive and depart at each such destination;
6. the date, time, and location of the children's return to the United States;
7. a complete statement of each portion of the intended travel during which the conservator providing the written notice will not accompany the children; and
8. the name, permanent and mailing addresses, and work and home telephone numbers of each person accompanying the children in the intended travel other than the conservator providing the written notice.

The written notice may be in the form proscribed in the *Texas Family Law Practice Manual* as the "Notice of Intent for Child to Travel Outside the United States."

If the intended travel is a group trip, such as with a school or other organization, the conservator providing the written notice is ORDERED to provide with the written notice all information about the group trip and its sponsor instead of stating the name, permanent and mailing addresses, and work and home telephone numbers of each person accompanying the child.

IT IS FURTHER ORDERED that this written notice shall be furnished to the other conservator no less than thirty (30) days before the intended day of departure of the children from the United States.

SARAH ECKHARDT and KURT SAUER are each ORDERED to properly execute the written consent form to travel abroad and any other form required for the travel by the United States Department of State, passport authorities, foreign nations, travel organizers, school officials, or public carriers; when applicable, to have the forms duly notarized; and, within ten (10) days of that conservator's receipt of each consent form, to deliver the form to the conservator providing the written notice.

IT IS ORDERED that any conservator who violates the terms and conditions of this order shall be liable for all costs incurred due to that person's noncompliance with this order. These costs shall include, but not limited to, the expense of non-refundable or non-creditable tickets, the costs of non-refundable deposits for travel or lodging, attorney's fees, and all other costs incurred seeking enforcement of any provisions of this order.

Subject to the terms of the Possession Order recited above, each party is ORDERED to provide the other party at least thirty (30) days written notice that a party desires to travel with the children beyond the territorial limits of the United States. Each party is ORDERED to provide the other party appropriate written authorization, within ten (10) days after written

request is received, as is necessary to allow the child to travel with the other party beyond the territorial limits of the United States. The parties are ORDERED to exchange passports as is necessary to allow such travel.

### ***Child Support***

IT IS ORDERED AND DECREED that KURT SAUER is obligated to pay and shall pay to SARAH ECKHARDT child support for two (2) children in the amount of \$2,137.50 per month, with the first payment being due and payable on December 1, 2016 and a like payment being due and payable on the first day of each month thereafter until the first month following the date of the earliest occurrence of one of the events specified below:

1. any 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. any child marries;
3. any child dies;
4. any child's disabilities are otherwise removed for general purposes;
5. the date on which any child begins active service as defined by 10 U.S.C. Section 101 after enlisting in the armed forces of the United States; or,
6. further order modifying this child support.

Thereafter, unless KURT SAUER and SARAH ECKHARDT have remarried each other, KURT SAUER is ORDERED to pay to SARAH ECKHARDT child support for one (1) child in the amount of \$1,710.00 per month, to be due and payable on the first day of the first month immediately following the date of the earliest occurrence of one of the events specified above and continuing each month thereafter until the next occurrence of one of the events specified below:

1. the remaining 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 remaining child marries;
3. the remaining child dies;
4. the remaining child's disabilities are otherwise removed for general purposes;
5. the date on which the remaining child begins active service as defined by 10 U.S.C. Section 101 after enlisting in the armed forces of the United States;

6. KURT SAUER and SARAH ECKHARDT remarry each other; or,
7. further order modifying this child support.

If a child is eighteen years of age and has not graduated from high school, KURT SAUER's obligation to pay child support for that child will not terminate but will 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.

IT IS ORDERED AND DECREED that any employer of KURT SAUER shall be ordered to withhold from earnings for child support from the disposable earnings of KURT SAUER for the support of the children. "Employer" means a person, corporation, partnership, worker's compensation insurance carrier, governmental entity, the United States, or any other entity that pays or owes earnings to an individual. The term includes, for purposes of enrolling dependents in a group health insurance plan, a union, trade association, or other similar organization. "Earnings" means compensation paid or payable to KURT SAUER. The term includes a periodic or lump-sum payment for wages, salary, compensation received as an independent contractor, overtime pay, severance pay, commission, bonus, and interest income; payments made under a pension, an annuity, worker's compensation, and a disability or retirement program; and unemployment benefits. "Disposable earnings" is that part of KURT SAUER's earnings remaining after deduction of any amounts required by law to be withheld, union dues, nondiscretionary retirement contributions, and medical, hospitalization, and disability insurance coverage for KURT SAUER and his children.

IT IS FURTHER ORDERED AND DECREED that all amounts withheld from the disposable earnings of KURT SAUER 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 one hundred percent (100%) of the amount ordered to be paid by this Decree, the balance due remains an obligation of KURT SAUER, and it is hereby ORDERED AND DECREED that KURT SAUER pay the balance due directly to the registry of the Court specified below.

*Suspension of Withholding*

On this date the Court signed an "Income Withholding Order." However, the Court finds that the parties have agreed that no order to withhold from earnings for child support

should be delivered to any employer of KURT SAUER as long as no delinquency or other violation of this child support order occurs and as long as the Office of the Attorney General Child Support Division is not providing services to SARAH ECKHARDT. For the purposes of this provision, a delinquency has occurred if KURT SAUER has been in arrears for more than thirty days and the amount of the arrearage equals or is greater than the amount due for a one-month period. If a delinquency or other violation occurs or if the Office of the Attorney General Child Support Division begins providing services to SARAH ECKHARDT, the clerk shall deliver the order to withhold earnings as provided above.

Accordingly, IT IS ORDERED that, as long as no delinquency or other violation of the child support order occurs and as long as the Office of the Attorney General Child Support Division is not providing services to SARAH ECKHARDT, all payments shall be made through the state disbursement unit and thereafter promptly remitted to SARAH ECKHARDT for the support of the child. If a delinquency or other violation occurs or if the Office of the Attorney General Child Support Division begins providing services to SARAH ECKHARDT, all payments shall be made in accordance with the order to withhold earnings as provided above.

IT IS ORDERED AND DECREED that all monthly child support payments shall be made through the Texas State Child Support Disbursement Unit, Box 659791, San Antonio, Texas 78265-9791, and then promptly remitted by that agency to SARAH ECKHARDT for the support of the children.

IT IS FURTHER ORDERED AND DECREED that KURT SAUER shall notify this Court and SARAH ECKHARDT 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 (7) days after the change of address or the termination of employment. This notice or a subsequent notice shall also provide the current address of KURT SAUER and the name and address of his current employer, whenever that information becomes available.

IT IS ORDERED AND DECREED that all payments shall be made in accordance with this Decree. IT IS ORDERED that if an arrearage accrues as defined above, then on the request of a prosecuting attorney, the Attorney General, KURT SAUER, or SARAH ECKHARDT, the Clerk of this Court shall cause a certified copy of the "Income Withholding Order" to be delivered to any employer of KURT SAUER. IT IS FURTHER ORDERED AND DECREED that the Clerk of this Court shall attach a copy of subchapter C of chapter 158 of the Texas Family Code for the information of any employer.

IT IS ORDERED AND DECREED that each party shall pay, when due, all fees billed to that party by the agency through whom child support is paid.

#### ***Additional Child Support***

As additional child support, and for as long as KURT SAUER and SARAH ECKHARDT have a child support obligation for a child the subject of this suit, each party is ORDERED to pay the following:

1. SARAH ECKHARDT is responsible for providing a suitable vehicle for the child, Nadine Rose Sauer, and KURT SAUER is responsible for providing a suitable vehicle for the child, Henry Eckhardt Sauer, at such time as that child attains his or her valid Texas driver's license. Nothing in this provision is intended to obligate the parties to provide a vehicle if, in the opinion of the parties, a child does not meet certain standards of conduct and/or school performance imposed by the parties as a condition of this privilege. The parties shall make a good-faith effort to establish consistent rules and guidelines between the two households for the children's access to and use of their vehicles.
2. Each party shall pay 50% of the amount of the automobile insurance premium required to fully and adequately insure each child at the time that child attains his or her Texas driver's license. The parties shall discuss and agree upon which parent shall add one or both children to his/her auto insurance coverage, and the parent who is not the named insured is ORDERED to pay his/her 50% share of the premium to the insuring parent within 30 days from the date he/she receives a copy of the auto insurance policy and the premium statement.
3. Each party shall pay 50% of the cost of each child's expenses incurred for college test preparation courses and college application fees. The parent who incurs the cost or fee for a child's enrollment in the course, or who writes the check or charges the fee that accompanies a college application shall send to the other parent satisfactory third-party confirmation of the amount and purpose of the payment, within 14 days from the date of such payment. The party receiving such notice shall pay his or her 50% share of the cost directly to the paying parent within 30 days of receipt of the notice.

#### ***No Credit for Informal Payments***

IT IS FURTHER ORDERED AND DECREED that the child support as prescribed in this Decree shall be exclusively discharged in the manner ordered and that any direct payments (with the exception of those payments described herein that are required to be made by direct payment) made by KURT SAUER to SARAH ECKHARDT or any expenditures incurred by KURT SAUER during his periods of possession of or access to the children, 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.

#### ***Health Insurance and Children's Healthcare Expenses***

IT IS ORDERED that KURT SAUER and SARAH ECKHARDT are each ORDERED to provide medical support and health insurance coverage for the children the subject of this suit, as medical child support, for as long as the Court may order SARAH ECKHARDT and KURT SAUER to provide support for that child under sections 154.001 and 154.002 of the Texas Family Code. Beginning on the day SARAH ECKHARDT's and KURT SAUER's actual or potential obligations to support a child under sections 154.001 and 154.002 of the Family Code terminate, IT IS ORDERED that SARAH ECKHARDT and KURT SAUER are discharged from the obligations set forth in this medical support order as to that child, except for any failure by a parent to fully comply with those obligations before that date. IT IS FURTHER ORDERED



that SARAH ECKHARDT and KURT SAUER shall each provide medical support and health insurance coverage for the children as set out in this order.

1. 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 a health insurance premium that does not exceed 9 percent of the responsible parent's net income in a month.

"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 or older either to the recipient or to a person who is eighteen years 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.

2. Health Insurance To Be Provided by Sarah Eckhardt

As a child support obligation, SARAH ECKHARDT is ORDERED to continue to maintain health insurance for each child who is the subject of this suit, which health insurance covers basic health-care services, including usual physician services, office visits, hospitalization, and laboratory, X-ray, and emergency services.

SARAH ECKHARDT is ORDERED to maintain such health insurance in full force and effect on each child who is the subject of this suit as long as child support is payable for that child. If SARAH ECKHARDT becomes ineligible to enroll the children in group coverage through her employment or membership in a union, trade association, or other organization, but KURT SAUER is entitled to enroll the children in his group plan available at reasonable cost through his employment or membership in a union, trade association, or other organization, then

KURT SAUER is ORDERED to enroll the children immediately upon the first available enrollment period that occurs after KURT SAUER receives notice that SARAH ECKHARDT's coverage is being terminated and no other group coverage is available at reasonable cost to SARAH ECKHARDT. In such event KURT SAUER shall be solely responsible for payment of the premiums attributable to the children's coverage, up to the amount of \$219.26 per month. If the amount of the children's premium exceeds \$219.26 per month, each party is ORDERED to pay 50% of the amount of the premium that exceeds \$219.26 per month. SARAH ECKHARDT is ORDERED to pay her 50% share of the excess amount directly to KURT SAUER, beginning on the first day of the month following the date he enrolls the children in his group plan and continuing on the first day of each month thereafter, for as long as the parties are obligated to pay medical support for the children under the terms of this Decree.

If no group coverage is available to either party for the children, SARAH ECKHARDT is ORDERED to convert her prior group insurance to individual coverage or to obtain other health insurance for each child within fifteen days of termination of her employment or other disqualification from the group insurance. SARAH ECKHARDT 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. In such event, SARAH ECKHARDT shall notify KURT SAUER of the amount of the children's premiums, and KURT SAUER is ORDERED to pay cash medical support to SARAH ECKHARDT in the manner ordered below.

SARAH ECKHARDT is ORDERED to furnish KURT SAUER a true and correct copy of the health insurance policy or certification and a schedule of benefits within 14 days of the signing of this order, if such has not been furnished previously. SARAH ECKHARDT is ORDERED to furnish KURT SAUER the insurance cards and any other forms necessary for use of the insurance within 14 days of the signing of this order, if such has not been furnished previously. SARAH ECKHARDT is ORDERED to provide, within three days of receipt by [her/him], to KURT SAUER any insurance checks, other payments, or explanations of benefits relating to any medical expenses for the children that KURT SAUER paid or incurred.

Pursuant to section 1504.051 of the Texas Insurance Code, it is ORDERED that if SARAH ECKHARDT is eligible for dependent health coverage, but fails to apply to obtain coverage for the children, the insurer shall enroll the children on application of KURT SAUER or others as authorized by law.

The Court finds that, as of the date of this Decree, the cost of the children's health insurance is \$219.26 per month. Pursuant to section 154.182 of the Texas Family Code, KURT SAUER is ORDERED to pay SARAH ECKHARDT cash medical support for reimbursement of health insurance premiums, as additional child support of \$219.26 per month, with the first installment being due and payable on November 1, 2016 and a like installment being due and payable on or before the first day of each month thereafter until the termination of current child support for both children under this order; or, until KURT SAUER is notified of a change in the amount of the cost of the children's premiums. If notified of a change in the amount of the children's premiums, KURT SAUER is ORDERED to pay SARAH ECKHARDT cash medical support for reimbursement of health insurance premiums, as additional child support, the adjusted amount per month, with the first payment being due and payable on the first day of the first month following KURT SAUER's receipt of such notice and a like installment being due and payable on or before the first day of each month thereafter until notified of another change or

the support obligation terminates, as provided herein. IT IS FURTHER ORDERED that if the cost of the children's health insurance premium exceeds \$219.26 per month, each party shall be responsible for 50% of the amount which exceeds \$219.26 and KURT SAUER is authorized to adjust his payments accordingly.

IT IS ORDERED that the cash medical support provisions of this order shall be an obligation of each party's estate and shall not terminate on a party's death.

Pursuant to section 154.183(c) of the Texas Family Code, the reasonable and necessary health-care expenses of the children that are not reimbursed by health insurance are allocated as follows: SARAH ECKHARDT is ORDERED to pay fifty percent (50%) and KURT SAUER is ORDERED to pay fifty percent (50%) of the unreimbursed health-care expenses.

The party who incurs a health-care expense on behalf of a 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 either child who is the subject of this suit that are incurred while child support is payable for that child.

3. Secondary Coverage

IT IS ORDERED that if a party provides secondary health insurance coverage for the children, 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 children and to ensure that the party who pays for health-care expenses for the children is reimbursed for the payment from both carriers to the fullest extent possible.

4. Compliance with Insurance Company Requirements

Each party is ORDERED to conform to all requirements imposed by the terms and conditions of any policy of health insurance covering the children in order to assure the maximum reimbursement or direct payment by any 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 use "preferred providers," or services within the health maintenance organization or preferred provider network, if applicable. Disallowance of the bill by a health insurance company shall not excuse the obligation of either party to make payment. Excepting emergency health-care expenses incurred on behalf of the children, if a party incurs health-care expenses for the children 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.

IT IS FURTHER ORDERED that if the parties cannot agree upon the necessity of a procedure, no surgical procedure, other than in an emergency or one covered by insurance, shall

be performed on a child until the parties first consult with at least two medical doctors, both of whom state an opinion that the surgery is medically necessary. IT IS FURTHER ORDERED that if a parent fails to obtain the required medical opinions before consent to surgery on a child, that parent shall be wholly responsible for all medical and hospital expenses incurred in connection therewith and not covered by insurance.

5. Claims

Except as provided in this paragraph, the party who is not carrying the health insurance policy covering the children is ORDERED to furnish to the party carrying the policy, within fifteen days of receiving them, all forms, receipts, bills, and statements reflecting the health-care expenses the party not carrying the policy incurs on behalf of the children. In accordance with sections 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 children, at that party's option, or others as authorized by law, 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 children and receive payments directly from the insurance company. Further, for the sole purpose of section 1204.251 of the Texas Insurance Code, KURT SAUER is designated a managing conservator or possessory conservator of the children.

The party who is carrying the health insurance policy covering the children 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 a child to the insurance carrier within fifteen days of that party's receiving any form, receipt, bill, or statement reflecting the expenses.

6. 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 a 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.

7. **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 A 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.**

***Support as Obligation of Estate***

IT IS ORDERED that KURT SAUER's obligation to support the children shall be an obligation of KURT SAUER's estate, and shall not terminate on his death. Payments received by SARAH ECKHARDT for the benefit of the children from the Social Security Administration,

Department of Veterans Affairs, other government agency, or from life insurance proceeds on KURT SAUER's life shall be a credit against this obligation.

***Termination of Orders on Remarriage***

The provisions of this Decree relating to child support, conservatorship, possession, or access terminate on the remarriage of SARAH ECKHARDT to KURT SAUER, unless a non-parent or agency has been appointed conservator of the children under chapter 153 of the Texas Family Code.

***Children's Property***

The Court finds that the following assets are held for the benefit of the parties' children, and are not a part of the community estate of Petitioner and Respondent:

1. Utah Educational Savings Plan No. xxxx11468, a 529 Plan held for the benefit of Henry Sauer.
2. Utah Educational Savings Plan No. xxxx11473, a 529 Plan held for the benefit of Nadine Sauer.
3. Prosperity Bank Account No. ending in 6024, held for the benefit of Henry Sauer.
4. Prosperity Bank Account No. ending in 1467, held for the benefit of Henry Sauer.
5. Prosperity Bank Account No. ending in 7029, held for the benefit of Nadine Sauer.
6. Prosperity Bank Account No. ending in 1475, held for the benefit of Nadine Sauer.
7. American Airlines Aadvantage and Southwest Airlines Rapid Rewards held in the names of the children.
8. Sarah Eckhardt's wedding ring, which KURT SAUER shall give to Nadine Sauer at the appropriate time.

IT IS ORDERED that KURT SAUER shall continue to manage the college funds identified above for the use and benefit of the children, and shall use those funds to defray the costs of the children's college and related expenses. Neither party shall be obligated to pay college or related expenses of the children beyond high school until those accounts have been exhausted. No less frequently than on a quarterly basis, KURT SAUER is ORDERED to provide to SARAH ECKHARDT true and correct copies of each statement he receives for the children's accounts, within seven (7) business days of his receipt of a statement.

**GENERAL NOTICE PROVISIONS**

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, or by email. 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. Notice shall be given to the state case registry by mailing a copy the notice to State Case Registry, Contract Services Section, MC046S, P. O. Box 12017, Austin, Texas 78711-2017.

#### **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 \$500.00 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

FAILURE OF A PARTY TO MAKE A CHILD SUPPORT 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.

**NOTICE TO PEACE OFFICERS**

**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.**

***Information Regarding Parties***

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

|                            |  |
|----------------------------|--|
| Name of Mother:            | Sarah Eckhardt                           |
| Social Security No.:       | xxx-xx-7653                              |
| Driver's License No.:      | (Texas) xxxx_____                        |
| Current Residence Address: | 1001 Lorrain Street, Austin, Texas 78703 |
| Mailing Address:           | same as residence                        |
| Home telephone number:     | (512) 707-2785                           |
| Name of employer:          | Travis County                            |
| Address of employment:     | 700 Lavaca, Austin, Texas 78701          |
| Work telephone number:     | (512) 854-9555                           |

|                            |   |
|----------------------------|---|
| Name of Father:            | Kurt Matthew Sauer  |
| Social Security No.:       | xxx-xx-9213   |
| Driver's License No.:      | (Texas) xxx9107   |
| Current Residence Address: | 1202 W. 9 <sup>th</sup> Street, Unit B, Austin, Texas 78703 |
| Mailing Address:           | same as residence   |
| Home telephone number:     | (512) 589-3509  |
| Name of employer:          | Self  |
| Address of employment:     | same as residence   |
| Work telephone number:     | N/A   |

***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 children of the marriage.

**SARAH ECKHARDT**, Petitioner, is awarded the following as her sole and separate property, and **KURT SAUER**, Respondent, is divested of all right, title, interest, and claim in and to such property:

1. All household furniture, furnishings, fixtures, goods, appliances, equipment, electronics, and computers in **SARAH ECKHARDT**'s possession or subject to the sole control of **SARAH ECKHARDT**; provided, however, that the parties shall make a good faith effort to agree upon certain items to be removed from the marital residence and awarded to **KURT SAUER**. In the event the parties cannot reach an agreement on these household goods, they shall submit their dispute to Jonathan P. Friday who will arbitrate the dispute, and whose decision shall be binding.
2. All clothing, jewelry, and other personal effects in **SARAH ECKHARDT**'s possession or subject to the sole control of **SARAH ECKHARDT**.
3. Any and all sums of cash in the possession of or subject to the control of **SARAH ECKHARDT**, including all money, stocks, bonds, securities, and other assets (including accrued but unpaid dividends and interest), on account in the following banks, savings institutions, or other financial institutions:
  - a. 100% of Prosperity Bank Checking Account No. ending in 4975.
  - b. 100% of Prosperity Bank Savings Account No. ending in 3614.
  - c. 100% of the TASC (FSA) account in **SARAH ECKHARDT**'s name.
  - d. 100% of the Charles Schwab Brokerage Account No. ending in 2785, and **KURT SAUER** is ORDERED to cooperate with **SARAH ECKHARDT** to achieve the transfer of this account into her sole name.
4. All policies of life insurance (including cash surrender values and all other incidences of ownership) insuring the life of **SARAH ECKHARDT**.
5. All casualty insurance policies insuring any real and personal property assigned to the ownership of **SARAH ECKHARDT** or confirmed as **SARAH ECKHARDT**'s separate property in this Agreed Final Decree of Divorce.
6. All Aadvantage, Frequent-Flier, Southwest Airlines Rapid Rewards, and any other airline tickets, airline miles, mileage points, or travel bonuses held in the name of **SARAH ECKHARDT**.
7. **SAVE AND EXCEPT** that portion of the Texas County and District Retirement Plan awarded herein to Kurt Sauer, any and 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, pension plan, employee stock option plan, employee



savings plan, accrued unpaid bonuses, or other benefit program existing by reason of SARAH ECKHARDT's past, present, or future employment, including survivorship rights and expectancies, and specifically including the following:

- a. 50% of the community property interest in the Texas County and District Retirement Plan held in the name of SARAH ECKHARDT, including all gains and losses attributable to this portion of the plan.
  - b. 100% of the Travis County 457 Deferred Compensation Plan in the name of SARAH ECKHARDT.
8. The 2008 Toyota Prius, Vehicle I.D. No. JTDKB20UX83429240, together with all prepaid insurance and proof-of-insurance cards, keys, title documents, and warranties and service contracts.
9. The following individual retirement accounts, simplified employee pensions, annuities, and variable annuity life insurance benefits:
  - a. 50% of the Vanguard Roth I.R.A. No. ending in 0725 in the name of KURT SAUER, together with all gains and losses attributable to this portion of the account from and after September 14, 2016. KURT SAUER is ORDERED to cooperate with SARAH ECKHARDT and the brokerage firm to achieve the transfer of 50% of this I.R.A. to her, including, but not limited to, signing any letter of instruction or other form required by the brokerage firm in order to transfer these funds. In the event SARAH ECKHARDT does not roll over her share of this I.R.A. to another qualified account or plan, any resulting federal income tax obligations or early withdrawal penalties shall be her sole responsibility.
10. The real property and improvements located at 1001 Lorrain Street, Austin, Travis County, Texas, together with all prepaid insurance, money on deposit in escrow accounts, easements, homeowners association rights, utility deposits, keys and garage door openers, security codes, deeds and other title and closing documents, warranties and service contracts, and house plans related to the property, which is more particularly described as:

Lot One (1) Block Two (2), of SHELLEY HEIGHTS, No. 2, a subdivision out of a portion of the north one-half of Outlot No. 4, Division "Z," in the City of Austin, Travis County, Texas, according to the map or plat thereof, recorded in Volume 3, Page 260 of the Plat Records of Travis County, Texas.
11. 50% of the net amount of any additional payments, compensation, and/or contingency fees currently due and payable to KURT SAUER by his former law firm, Daffer McDaniel, if, as and when received. "Net amount" shall be defined as the amount remaining after the firm has deducted any amounts required to be withheld for federal income taxes, Social Security taxes, and/or Medicare taxes, and for any monies owed the firm; or, if withholding is not required, the amount

remaining after KURT SAUER has calculated his estimated taxes at his then-current tax rate. KURT SAUER shall not be entitled to withhold any amounts for Social Security or Medicare taxes, if he is not required to pay those taxes as a result of receiving the payment. KURT SAUER is ORDERED to forward SARAH ECKHARDT's share of any payment to her within seven (7) business days of his receipt of a payment, and with the payment, he shall include satisfactory third-party confirmation of the full amount of the gross payment and any amounts withheld from the gross payment. If no funds are withheld by the firm from the gross payment, but KURT SAUER deducts an amount for his estimated taxes, he shall provide an explanation of his calculations to SARAH ECKHARDT at the time he forwards her net share of the payment.

KURT SAUER, Respondent, is awarded the following as Respondent's sole and separate property, and SARAH ECKHARDT, Petitioner, is divested of all right, title, interest, and claim in and to such property:

1. All household furniture, furnishings, fixtures, goods, appliances, equipment, electronics, and computers in KURT SAUER's possession or subject to the sole control of KURT SAUER, plus those other items as may be agreed upon by the parties to be awarded to KURT SAUER from the marital residence. In the event the parties cannot reach an agreement on these household goods, they are ORDERED to submit their dispute to Jonathan P. Friday who will arbitrate the dispute, and whose decision shall be binding.
2. All clothing, jewelry, and other personal effects in KURT SAUER's possession or subject to the sole control of KURT SAUER.
3. Any and all sums of cash in the possession of or subject to the control of KURT SAUER, including all money, stocks, bonds, securities, and other assets (including accrued but unpaid dividends and interest), on account in the following banks, savings institutions, or other financial institutions:
  - a. 100% of Frost Bank Checking Account No. ending in 9163.
  - b. 100% of Charles Schwab Savings Account No. ending in 2050.
  - c. 100% of Charles Schwab Account No. ending in 4251.
  - d. 100% of Charles Schwab Account No. ending in 9011.
  - e. 100% of Charles Schwab Account No. ending in 7855.
  - f. 100% of Vanguard Account No. ending in 7356.
4. All policies of life insurance (including cash surrender values and all other incidences of ownership) insuring the life of KURT SAUER.

5. All casualty insurance policies insuring any real and personal property assigned to the ownership of KURT SAUER or confirmed as KURT SAUER's separate property in this Agreed Final Decree of Divorce.
6. All Aadvantage, Frequent-Flier, Southwest Airlines Rapid Rewards, and any other airline tickets, airline miles, mileage points, or travel bonuses held in the name of KURT SAUER.
7. The 2002 Chevrolet Silverado, Vehicle I.D. No. ZGCEK19T221353723, together with all prepaid insurance and proof-of-insurance cards, keys, title documents, and warranties and service contracts.
8. The following stocks, bonds, and other securities (including, but not limited to, all dividends, splits, and all other rights related to these securities):
  - a. 100% of the shares of Earthguard Corporation common stock.
9. The following individual retirement accounts, simplified employee pensions, annuities, and variable annuity life insurance benefits in the name of KURT SAUER:
  - a. 100% of Charles Schwab Contributory I.R.A. No. ending in 4433, a portion of which is KURT SAUER's separate property.
  - b. 100% of Vanguard Roth I.R.A. No. ending in 0204.
  - c. 50% of the Vanguard Roth I.R.A. No. ending in 0725 in the name of KURT SAUER, together with all gains and losses attributable to this portion of the account from and after September 14, 2016.
10. All creative and intellectual property interests and benefits resulting from the efforts and talents of KURT SAUER, actual or potential, including, but not limited to any unpublished works, works-in-progress, termination rights, derivative works, royalties, patents and trademarks, and all forms of income that may be generated in the future by such creative and intellectual property interests and ownership rights thereto.
11. 50% of any additional payments, compensation, and/or contingency fees due and payable to KURT SAUER by his former law firm, Daffer McDaniel, if, as and when received.
12. All other accounts receivable due or to become due to KURT SAUER as a result of legal services and representation, and/or other professional services performed by KURT SAUER.
13. 50% of the community property interest in the Texas County and District Retirement Plan held in the name of SARAH ECKHARDT, including all gains

and losses attributable to this portion of the plan, as more particularly set out in that certain Qualified Domestic Relations Order ("QDRO") entered concurrently with this Decree. SARAH ECKHARDT is ORDERED to cooperate with KURT SAUER, his representatives, and the Plan Administrator to secure approval of the QDRO and achieve the transfer of the benefits awarded to him.

### ***Division of Debts and Liabilities***

IT IS ORDERED AND DECREED that SARAH ECKHARDT, Petitioner, shall pay, as a part of the division of the estate of the parties, the following debts and obligations, and shall indemnify and hold KURT SAUER and his property harmless from any failure to so discharge these debts and obligations:

1. Any and all debts, charges, credit card obligations, liabilities, and other obligations incurred solely by SARAH ECKHARDT from and after September 14, 2016, plus the following:
  - a. Capital One Visa Account No. ending in 7231.
2. All encumbrances, ad valorem taxes, liens, assessments, or other charges due or to become due on the real and personal property awarded to SARAH ECKHARDT or confirmed as SARAH ECKHARDT's separate property in this Decree, unless express provision is made herein to the contrary, and including, but not limited to, the following:
  - a. PHH Loan No. xxxxx27764, which is secured by a lien on the real property located at 1001 Lorrain Street, Austin, Travis County, Texas, which property is awarded herein to SARAH ECKHARDT.
3. With the exception of those fees ordered to be paid by KURT SAUER, any and all other attorneys' and expert witnesses' fees and expenses incurred by SARAH ECKHARDT and not previously paid in connection with this cause, including, but not limited to, those fees and expenses owed to Michael Burnett and/or Piper Burnett Turner, PLLC.
4. 50% of the parties' current pledge to Tree of Life, which obligation shall not extend beyond the end of the school term in June, 2021.

IT IS ORDERED AND DECREED that KURT SAUER, Respondent, shall pay, as a part of the division of the estate of the parties, the following debts and obligations, and shall indemnify and hold SARAH ECKHARDT and her property harmless from any failure to so discharge these debts and obligations:

1. Any and all debts, charges, credit card obligations, liabilities, and other obligations incurred solely by KURT SAUER from and after September 14, 2016, plus the following:

- a. American Express Account No. ending in 3002.
  - b. JP Morgan Chase Account No. ending in 6283.
2. All encumbrances, ad valorem taxes, liens, assessments, or other charges due or to become due on the real and personal property awarded to KURT SAUER or confirmed as KURT SAUER's separate property in this Decree, unless express provision is made herein to the contrary.
3. Any and all attorneys' and expert witnesses' fees and expenses incurred by KURT SAUER and not previously paid in connection with this cause, including, but not limited to, those fees and expenses owed to Kelly Ausley-Flores and/or Ausley, Algert, Robertson & Flores, L.L.P.
4. The sum of \$3,500.00, payable to Piper Burnett Turner, PLLC by September 15, 2016 toward payment of SARAH ECKHARDT's attorney's fees and expenses. By their respective signatures below, SARAH ECKHARDT and her attorney acknowledge that these fees have been paid.
5. 50% of the parties' current pledge to Tree of Life, which obligation shall not extend beyond the end of the school term in June, 2021.

***Confirmation of Separate Property***

The Court finds that the assets described below are the sole and separate property of SARAH ECKHARDT, Petitioner, and are not a part of the community estate of Petitioner and Respondent. Therefore, IT IS ORDERED AND DECREED that the following assets are hereby confirmed and set aside to SARAH ECKHARDT as her sole and separate property:

1. Any and all sums of money, stocks, bonds, securities, and other assets (including accrued but unpaid dividends and interest), on account in the following banks, savings institutions, or other financial institutions:
  - a. Charles Schwab Schwab One Account No. ending in 3922.
  - b. Charles Schwab Schwab One Account No. ending in 8451.
  - c. Charles Schwab Contributory I.R.A. No. ending in 8980.
2. Any and all interest (beneficial or otherwise) in and to SARAH ECKHARDT's share of the undistributed assets of the Estate of Norman Eckhardt, Deceased.
3. Diamond and emerald watch.

The Court finds that the assets described below are the sole and separate property of KURT SAUER, Respondent, and are not a part of the community estate of Petitioner and

Respondent. Therefore, IT IS ORDERED AND DECREED that the following assets are hereby confirmed and set aside to KURT SAUER as his sole and separate property:

1. Real property located in Llano County, Texas, together with all prepaid insurance, money on deposit in escrow accounts, easements, homeowners association rights, utility deposits, keys and garage door openers, security codes, deeds and other title and closing documents, warranties and service contracts, and house plans related to the property, which is more particularly described as:

Lot 286, of SANDY HARBOR, Section Four, a subdivision of a part of the Levi Mercer Survey No. 2, Abstract No. 505, in Llano County, Texas, according to the map or plat and dedication thereof, shown of record in Volume 1, Page 25, of the Plat Records of Llano County, Texas.

2. Approximately \$14,356.00 in the Charles Schwab Contributory I.R.A. No. ending in 4433.

#### ***Federal Income Taxes for Prior Years***

The Court finds that SARAH ECKHARDT represents that, to the best of her knowledge, and KURT SAUER represents that, to the best of his knowledge, all federal, state, and local tax returns required to be filed by Petitioner and Respondent for prior tax years of the marriage through December 31, 2015 have been duly filed, and there are no unpaid federal, state, or local taxes required to be paid with respect to the periods covered by those returns that are not now known to the other party. KURT SAUER and SARAH ECKHARDT each represent that, to the best of his or her knowledge, there are no tax deficiencies proposed or assessed against either of them that have not been previously disclosed, and neither KURT SAUER nor SARAH ECKHARDT has executed any waiver of the statute of limitations on the assessment or collection of any tax for those years.

IT IS FURTHER ORDERED AND DECREED that KURT SAUER and SARAH ECKHARDT each shall be equally responsible for the payment of all previously-unpaid personal federal income tax liabilities of the parties for any year of the parties' marriage in which a joint federal income tax return was filed through December 31, 2015. It is further ORDERED that each party shall timely pay and shall indemnify and hold the other party and his or her property harmless from that party's 50% share of any such additional tax deficiencies, assessments, penalties, and/or interest due, including any attorney's and/or accountant's fees incurred in connection with an audit of the parties' joint returns for prior years. In the event, however, such additional tax, penalty, and/or interest resulted from a party's omission of taxable income or claim of erroneous deductions, the portion of the tax, penalty, and/or interest relating to the omitted income or claims of erroneous deductions shall be paid 100% by the party who earned the omitted income or proffered the claim for an erroneous deduction. The parties agree that nothing in this Decree shall be construed as or is intended as a waiver of any rights that party has under the "innocent spouse" provisions of the Internal Revenue Code.

#### ***Income Tax Refunds for Prior Years***

In the event there is a refund for overpayment of taxes for prior years of the marriage in which a joint return was filed through December 31, 2015, it is ORDERED AND DECREED that each party shall be entitled to 50% of such refund. KURT SAUER is hereby declared constructive trustee for the benefit of SARAH ECKHARDT, to the extent of 50% of the amount of such refund, in the event he receives the refund check or electronic deposit. Likewise, SARAH ECKHARDT is hereby declared constructive trustee for the benefit of KURT SAUER, to the extent of 50% of the amount of such refund, in the event she receives the refund check or electronic deposit. Each party is ORDERED to endorse, upon receipt or presentation, any check received for a refund of taxes for any prior year of the parties' marriage in which a joint return was filed through December 31, 2015, and shall divide the proceeds with the other party, as ordered above, or shall forward 50% of the electronic payment to the other party, within three (3) business days of receipt.

***Tax Liability and Refunds for Year of Divorce 2016***

Unless agreed otherwise in writing by the parties, IT IS ORDERED that KURT SAUER and SARAH ECKHARDT shall file separate income tax returns for 2016 using the "partition method" of filing. In connection with their separate returns, IT IS ORDERED as follows:

KURT SAUER shall report on his 2016 federal income tax return:

- (1) all earned income including wages, salaries, management fees, fees for contract labor, consulting fees, or professional fees, and other amounts received as compensation for personal services actually rendered by KURT SAUER;
- (2) KURT SAUER's trade or business income, and KURT SAUER's distributive share of partnership income;
- (3) income which is derived from the property awarded or confirmed to KURT SAUER by this Decree of Divorce; and,
- (4) any other income received by KURT SAUER and properly reportable by him under the Internal Revenue Code.

IT IS FURTHER ORDERED that KURT SAUER shall claim and deduct:

- (1) all deductible expenditures paid by him;
- (2) deductible expenditures, depreciation, and losses attributable to property awarded or confirmed to KURT SAUER in this Decree of Divorce;
- (3) all income taxes withheld from his earned income;
- (4) all prepayments personally paid by him for the year 2016;
- (5) all mortgage interest and property taxes paid by KURT SAUER on the real property located in Llano County, Texas; 50% of the property taxes paid for the

year 2015 on the real property located at 1001 Lorrain Street, Austin, Texas; and 50% of the mortgage interest paid on the real property located at 1001 Lorrain Street, Austin, Texas for the months of January through September, 2016, inclusive; and,

- (6) non-payment credits attributable to his earnings or property awarded or confirmed to KURT SAUER by this Agreed Final Decree of Divorce.

IT IS ORDERED that SARAH ECKHARDT shall report on her 2016 federal income tax return:

- (1) all earned income including wages, salaries, management fees, fees for contract labor, consulting fees, or professional fees, and other amounts received as compensation for personal services actually rendered by SARAH ECKHARDT;
- (2) SARAH ECKHARDT's trade or business income, and SARAH ECKHARDT's distributive share of partnership income;
- (3) income which is derived from the property awarded or confirmed to SARAH ECKHARDT by this Decree of Divorce; and,
- (4) any other income received by SARAH ECKHARDT and properly reportable by her under the Internal Revenue Code.

IT IS FURTHER ORDERED that SARAH ECKHARDT shall claim and deduct:

- (1) all deductible expenditures paid by her;
- (2) deductible expenditures, depreciation, and losses attributable to property awarded or confirmed to SARAH ECKHARDT in this Decree of Divorce;
- (3) all income taxes withheld from her earned income;
- (4) all prepayments personally paid by her for the year 2016;
- (5) 50% of the property taxes paid for the year 2015 on the real property located at 1001 Lorrain Street, Austin, Texas; 50% of the mortgage interest paid on the real property located at 1001 Lorrain Street, Austin, Texas for the months of January through September, 2016, inclusive; 100% of the mortgage interest paid on the real property located at 1001 Lorrain Street, Austin, Texas for the months of October through December, 2016, inclusive; and 100% of the property taxes paid for the year 2016 on the real property located at 1001 Lorrain Street, Austin, Texas; and,
- (6) non-payment credits attributable to her earnings or property awarded or confirmed to SARAH ECKHARDT by this Decree of Divorce.



To the extent necessary to effect this division of tax liability for income received in 2016, IT IS ORDERED that this Decree of Divorce shall serve as a partition of income, setting aside to KURT SAUER as his separate property:

- (1) all earned income including wages, salaries, or professional fees, and other amounts received as compensation for personal services actually rendered by KURT SAUER;
- (2) KURT SAUER's trade or business income, and KURT SAUER's distributive share of partnership income;
- (3) income which is derived from the property awarded or confirmed to KURT SAUER by this Decree of Divorce;
- (4) any other income confirmed to KURT SAUER and properly reportable by him under the Internal Revenue Code;
- (5) all deductible expenditures paid by him;
- (6) deductible expenditures, depreciation, and losses attributable to property awarded or confirmed to KURT SAUER by this Decree of Divorce;
- (7) all income taxes withheld from his earned income;
- (8) all prepayments personally paid by him for the tax year 2016;
- (9) all mortgage interest and property taxes paid by KURT SAUER on the real property located in Llano County, Texas; 50% of the property taxes paid for the year 2015 on the real property located at 1001 Lorrain Street, Austin, Texas; and 50% of the mortgage interest paid on the real property located at 1001 Lorrain Street, Austin, Texas for the months of January through September, 2016, inclusive; and,
- (10) non-payment credits attributable to his earnings or property awarded or confirmed to KURT SAUER by this Decree of Divorce;

which are earned, generated or accruing between and including January 1, 2016, and the date of divorce.

IT IS FURTHER ORDERED that this Decree of Divorce shall serve as a partition of income, setting aside to SARAH ECKHARDT as her separate property:

- (1) all earned income including wages, salaries, or professional fees, and other amounts received as compensation for personal services actually rendered by SARAH ECKHARDT;

- (2) SARAH ECKHARDT's trade or business income, and SARAH ECKHARDT's distributive share of partnership income;
- (3) income which is derived from the property awarded or confirmed to SARAH ECKHARDT by this Decree of Divorce;
- (4) any other income confirmed to SARAH ECKHARDT and properly reportable by her under the Internal Revenue Code;
- (5) all deductible expenditures paid by her;
- (6) deductible expenditures, depreciation, and losses attributable to property awarded or confirmed to SARAH ECKHARDT by this Decree of Divorce;
- (7) all income taxes withheld from her earned income;
- (8) all prepayments personally paid by her for the tax year 2016;
- (9) 50% of the property taxes paid for the year 2015 on the real property located at 1001 Lorrain Street, Austin, Texas; 50% of the mortgage interest paid on the real property located at 1001 Lorrain Street, Austin, Texas for the months of January through September, 2016, inclusive; 100% of the mortgage interest paid on the real property located at 1001 Lorrain Street, Austin, Texas for the months of October through December, 2016, inclusive; and 100% of the property taxes paid for the year 2016 on the real property located at 1001 Lorrain Street, Austin, Texas; and,
- (10) non-payment credits attributable to her earnings or property awarded or confirmed to SARAH ECKHARDT by this Decree of Divorce;

which are earned, generated or accruing between and including January 1, 2016, and the date of divorce.

IT IS ORDERED that this partition is made under the provisions of TEX. CONST. Art. XVI, Section 15, as amended November 25, 1980, and November 3, 1987, which provides that:

Spouses . . . may by written instrument from time to time partition between themselves all or any part of their property then existing or to be acquired or exchanged between themselves the community interest of one spouse . . . in other community property then existing or to be acquired, whereupon the portion or interest set aside to each spouse . . . shall be and constitute a part of the separate property and estate of such spouse

and in accordance with TEX. FAMILY CODE, Subsections, 4.102, 4.103, 4.104, 4.105, and 4.106 (as amended, effective September 1, 1997) and §7.002).

It is the intent of the parties that all of their taxable income, expenses, gains, and losses be partitioned in the manner described above. To the extent that a taxing authority may determine that such income, expenses, gains, or losses are determined in any manner that is not consistent with the partition set out in this Decree, the parties agree that the total taxes paid by the respective parties will be proportionate to their tax liability determined in the manner described in this Decree.

IT IS ORDERED that KURT SAUER shall pay, and shall hold SARAH ECKHARDT and her property harmless from, all tax liability shown to be due and payable on his 2016 federal income tax return prepared pursuant to Section 66, Internal Revenue Code as hereinabove provided, plus any penalty and interest referable thereto, and SARAH ECKHARDT shall pay, and shall hold KURT SAUER and his property harmless from, all tax liability shown to be due and payable on her 2016 federal income tax return prepared pursuant to Section 66, Internal Revenue Code as hereinabove provided, plus any penalty and interest referable thereto. IT IS ORDERED that any tax refund shown to be due and payable to KURT SAUER on his 2016 federal income tax return, prepared pursuant to Section 66, Internal Revenue Code as hereinabove provided, shall be the separate property of KURT SAUER, and any tax refund shown to be due and payable to SARAH ECKHARDT on her 2016 federal income tax return, prepared pursuant to Section 66, Internal Revenue Code as hereinabove provided, shall be the separate property of SARAH ECKHARDT.

IT IS ORDERED AND DECREED that each party shall pay 100% of that party's tax return preparer's fee charged for the preparation of that party's separate return for the year 2016.

#### ***General Provisions Related to Federal Income Taxes***

Nothing in this Decree shall be construed as or is intended as a waiver of any rights that party has under the "innocent spouse" provisions of the Internal Revenue Code.

Each party shall immediately forward to the other a copy of any deficiency notice or other correspondence from the Internal Revenue Service concerning tax years for which a joint return has been filed.

For purposes of interpreting the foregoing provisions related to the payment of federal income taxes, the "date of divorce" shall be defined as the date this Decree is signed by a District Judge of Travis County, Texas.

Each party shall keep and preserve for a period of seven (7) years from the date of divorce all financial records relating to the community estate, and each party shall, upon reasonable notice, allow the other party access to these records in the event of any tax audits, inquiries, or demands for such information by the Internal Revenue Service, or any dispute arising out of the implementation or interpretation of this Decree. Each party is ORDERED to allow the other party access to these records to determine acquisition dates or tax basis or to respond to an IRS examination within five days of receipt of written notice from the other party. Access shall include the right to copy the records.

### ***Dependency Exemptions***

IT IS ORDERED that KURT SAUER shall be entitled to claim the child, Henry Eckhardt Sauer, as a dependent for purposes of federal income taxes for the year 2016 and all subsequent years in which the child is eligible to be claimed as a dependent. IT IS ORDERED that SARAH ECKHARDT shall be entitled to claim the child, Nadine Rose Sauer, as a dependent for purposes of federal income taxes for the year 2016 and all subsequent years in which the child is eligible to be claimed as a dependent. Each parent is ORDERED to sign, upon presentation, IRS Form 8332, or such other form as may be required by the IRS, to allow the parent to claim the dependency exemption awarded to that parent.

IT IS FURTHER ORDERED that, at the time only one child is eligible to be claimed as a dependent by the parents, KURT SAUER shall be entitled to claim the exemption for that child in all even-numbered years, and SARAH ECKHARDT shall be entitled to claim the exemption for that child in all odd-numbered years.

In the event a parent finds that a dependency exemption is of no value to that parent in any year, that parent shall notify the other parent as soon as practicable and offer the other parent the opportunity to claim the exemption.

### ***Payment of Taxes Not Income***

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 Agreed 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.

### ***Property Not Disclosed***

The parties represent and warrant to each other and to this Court that the property described herein represents all of the property in which they have any right, title, and interest, and that such property is subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction which is not known to the other party. IT IS THEREFORE ORDERED AND DECREED that all community property not listed in this Final Agreed Decree of Divorce which property is later determined to be in the possession of or under the control of Petitioner or Respondent, shall be divided by the Court in a division that is considered just and right, pursuant to the TEXAS FAMILY CODE. IT IS ORDERED AND DECREED that the party in possession or control of such property is designated as the constructive trustee of the property for the benefit of the other party.

Each party further represents and warrants to the other that he or she has not incurred any debt, obligation, or other liability, other than those described in this Decree, on which the other party is or may be liable. The parties agree and it is, therefore, ORDERED AND DECREED, as a part of the division of the estate of the parties, that any community liability not expressly assumed by a party under the terms of this Decree is to be paid by the party incurring the liability.

### ***Full and Complete Release***

The Court finds, and the parties agree (as evidenced by their respective signatures below), that in consideration of resolving this divorce case amicably and without litigation, each party hereby voluntarily and expressly WAIVES, RELEASES, DISCHARGES, AND INDEMNIFIES the other party of and from any and all past or present claims, causes of action, or claims of compensation of any nature whatsoever, including, but not limited to, tort claims, reimbursement claims, and equitable lien claims, now known and pertaining to each party individually and/or to each party's respective separate estate and/or the community estate, and arising from the allegations made or that could have been made, in this suit. Such waiver and release of all claims shall not hinder or prohibit either party from seeking enforcement of, or relief under, the terms of this Final Agreed Decree of Divorce.

### ***Instruments To Effectuate Transfers***

IT IS ORDERED AND DECREED that Petitioner and Respondent shall execute all instruments necessary to effectuate this decree, including any deeds, bills of sale, assignments, consents to changes of beneficiary of insurance policies, tax returns, partnership agreements, and other documents, and that Petitioner and Respondent shall each have all appropriate and necessary writs, execution, and process, as many and as often as is necessary to accomplish the execution and final disposition of this judgment. The parties shall cooperate to insure that all transfers of community and separate property funds, modifications of signatories to accounts, custody of safe deposit boxes and their contents, etc. occur within thirty (30) days from the date this Decree is approved by the Court. If either party fails on demand to comply with this provision, that party is ORDERED to pay all reasonable and necessary attorney's fees incurred as a result of that failure.

### ***Waiver of Reimbursement***

IT IS ORDERED AND DECREED that each party hereby surrenders any claims for reimbursement his or her separate property estate may have against the community estate of the parties, or the separate property estate of the other, or the community estate may have against either party's separate estate, and acknowledges that all claimed separate property has been set aside to him or her in this Decree. Accordingly, all claims for reimbursement are hereby DENIED.

Notwithstanding this waiver, IT IS ORDERED that neither party is released from any obligation created by this Decree.

### ***Judgment Effective To Pass Title***

Notwithstanding any other provisions of this Decree, this judgment shall operate as a conveyance to the parties so named of the real property described herein and title to such real property passes as ordered herein, without the necessity of any further action by the party being divested of title.

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

***No Alimony***

IT IS ORDERED AND DECREED that no provision of this Decree shall be construed as alimony under the Internal Revenue Code, unless this Decree expressly provides for payment of maintenance or alimony under the Internal Revenue Code.

***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.

***Temporary Orders Terminated***

IT IS ORDERED AND DECREED that Petitioner and Respondent are discharged from all further liabilities and obligations imposed by any temporary orders of this Court or any temporary contracts or agreements previously executed by the parties.

***Decree Acknowledgment***

Petitioner and Respondent each acknowledge that before signing this Agreed Final Decree of Divorce they have read this Agreed 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 Agreed 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 Agreed Final Decree of Divorce, believing their 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 Agreed Final Decree of Divorce.

***Costs of Court***

All costs of court expended in this cause are hereby adjudged against the party by whom incurred, for which let execution issue if not timely paid.

***Clarifying Orders***

Without affecting the finality of this Agreed 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 by either party and not specifically granted herein is hereby DENIED.

D-1-FM-16-001513

**Date of Divorce**

SIGNED Nov 4, 2016.

  
JUDGE PRESIDING

**APPROVED AS TO FORM ONLY:**

**PIPER BURNETT**

6034 West Courtyard Drive, Suite 140

Austin, Texas 78730

Telephone: (512) 472-5060

Facsimile: (512) 472-5427

E-Mail: [pburnett@pipeburnett.com](mailto:pburnett@pipeburnett.com)

By: 

Michael Burnett

State Bar No. 00790399

**ATTORNEYS FOR SARAH ECKHARDT**

**AUSLEY, ALGERT, ROBERTSON & FLORES, L.L.P.**

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By: 

Kelly Ausley-Flores


State Bar No. 00793286

Attorney Email: [kflores@ausley-algert.com](mailto:kflores@ausley-algert.com)

**ATTORNEYS FOR KURT SAUER**

**APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:**

  
\_\_\_\_\_  
SARAH ECKHARDT, Petitioner

  
\_\_\_\_\_  
KURT SAUER, Respondent