

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

NO. 2019-64922

**IN THE MATTER OF
THE MARRIAGE OF**

**SARA GUEVARA
AND
HECTOR GUEVARA**

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§
§

IN THE DISTRICT COURT

312TH JUDICIAL DISTRICT

HARRIS COUNTY, TEXAS

AGREED FINAL DECREE OF DIVORCE

On January 29, 2020 the Court heard this case.

Appearances

Petitioner, **SARA GUEVARA**, did not appear in person but has agreed to the terms of this order as evidenced by Petitioner's signature below.

Respondent, **HECTOR GUEVARA**, appeared in person and announced an agreement.

Record

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

Jurisdiction and Domicile

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

The Court further finds that, at the time this suit was filed, Petitioner had been a domiciliary of Texas for the preceding six-month period and a resident of the county in which this suit was filed for the preceding ninety-day period. All persons entitled to citation were properly cited.

Jury

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

Agreement of Parties

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

The agreements in this Agreed Final Decree of Divorce were reached in mediation with Terisa Taylor on January 22, 2020. This Agreed Final Decree of Divorce is stipulated to represent a merger of a mediated settlement agreement dated January 22, 2020 between the parties. To the extent there exist any differences between the mediated settlement agreement and this Agreed Final Decree of Divorce, this Agreed Final Decree of Divorce shall control in all instances.

Divorce

IT IS ORDERED AND DECREED that **SARA GUEVARA**, Petitioner, and **HECTOR GUEVARA**, Respondent, are divorced and that the marriage between them is dissolved on the ground of insupportability.

Child of the Marriage

The Court finds that there is no child of the marriage of Petitioner and Respondent now under eighteen years of age or otherwise entitled to support and that none is expected.

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.

Property to Petitioner

IT IS ORDERED AND DECREED that Petitioner, **SARA GUEVARA**, is awarded the

following as her sole and separate property, and Respondent, **HECTOR GUEVARA**, is divested of all right, title, interest, and claim in and to that property:

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

LOT (20) OF SIMWAY PLACE, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 55, PAGE 43 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS and more commonly known as 2101 Flynn Drive, Pasadena, Texas 77502.

P-2. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

LOT THREE (3) IN BLOCK TWO (2) OF BELLA VISTA, AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF and more commonly known as 1209 & 1211 Cabell Street, Houston, Texas 77022.

P-3. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

Lot 74, Block 1, BOWLING GREEN SECTION 1, according to the map or plat thereof recorded in Volume 151, Page 111, of the Map Records of Harris County, Texas and more commonly known as 4108 Whirlaway Drive, Pasadena, Texas 77503.

P-4. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

Lot Five (5), in Block Nine (9) of Inwood Northwest, Section One (1), a Second Partial Replat, an addition in Harris County, Texas, according to the Map or Plat thereof recorded in Film Code No. 349005 of the Map Records of Harris County, Texas and more commonly known as 6815 Ashland Forest Drive, Houston, Texas 77088.

P-5. The following real property, including but not limited to any escrow funds, prepaid

insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

Lot 11 in Block 6, of Inwood Forest, Section 11, a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 165, page 97, of the map and/or plat records of Harris County, Texas and more commonly known as 7634 White Fir Drive, Houston, Texas 77088.

P-6. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of Petitioner or subject to her sole control.

P-7. All clothing, jewelry, and other personal effects in the possession of Petitioner or subject to her sole control.

P-8. All sums of cash in the possession of Petitioner or subject to her sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in Petitioner's sole name or from which Petitioner has the sole right to withdraw funds or which are subject to Petitioner's sole control.

P-9. The 2008 Toyota Sequoia motor vehicle, vehicle identification number 5TDZY68A38S007128 together with all prepaid insurance, keys, and title documents.

P-10. The 2015 Chevrolet Tahoe motor vehicle, vehicle identification number 1GNSK3EC1FR283205 together with all prepaid insurance, keys, and title documents.

P-11. The 2017 Chevrolet Malibu motor vehicle, vehicle identification number 1G1ZE5ST5HF258075 together with all prepaid insurance, keys, and title documents.

P-12. The following Radio Station including equipment, rental income and contracts, operational apparatus and all other associated fixtures:

- a. K287BQ, 105.3 FM
- b. K223CW, 92.5 FM
- c. K218EJ, 91.5 FM

Respondent shall not remove any fixtures or equipment from the stations awarded to

Petitioner herein.

P-13. 100% of Petitioner's interest and any other interest in the Limited Liability Company known as SDK FRANCO, LLC including but not limited to radio stations and all other property and assets titled in the company's name.

Property to Respondent

IT IS ORDERED AND DECREED that Respondent, **HECTOR GUEVARA**, is awarded the following as his sole and separate property, and Petitioner, **SARA GUEVARA**, is divested of all right, title, interest, and claim in and to that property:

R-1. The 2015 Jeep Wrangler motor vehicle, vehicle identification number 1C4BJWDG0FL710300 together with all prepaid insurance, keys, and title documents.

R-2. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of Respondent or subject to his sole control.

R-3. All clothing, jewelry, and other personal effects in the possession of Respondent or subject to his sole control.

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

R-5. 100% of Respondent's shares and any other interest in the corporation known as Centro Cristiano De Vida Eterna including but not limited to the property located at 8230 Antoine Drive, Houston, Texas 77088, radio stations and all other property and assets titled in the corporation's name.

Division of Debt

Debts to Petitioner

IT IS ORDERED AND DECREED that Petitioner, **SARA GUEVARA**, shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold Respondent, **HECTOR GUEVARA**, and his property harmless from any failure to so discharge, these items:

P-1. All debts, charges, liabilities, and other obligations incurred solely by Petitioner from and after August 29, 2019 unless express provision is made in this decree to the contrary.

Debts to Respondent

IT IS ORDERED AND DECREED that Respondent, **HECTOR GUEVARA**, shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold Petitioner, **SARA GUEVARA**, and her property harmless from any failure to so discharge, these items:

R-1. The balance due, including principal, interest, and all other charges, on the promissory given as part of the purchase price of and secured by a lien on the 2017 Chevrolet Malibu motor vehicle awarded to Petitioner.

R-2. All debts, charges, liabilities, and other obligations incurred solely by Respondent from and after August 29, 2019 unless express provision is made in this decree to the contrary.

R-3. Shall pay attorney's fees in the amount of eight hundred seventy-five dollars (\$875.00) directly to attorney Francisco R. Montero with Fletcher, Heald & Hildreth, P.L.C. located at 1300 N. 17th Street, Suite 110, Arlington, VA 22209; Tel: (703) 812-0480 on or before February 1, 2020.

Notice

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

Court Ordered Maintenance

The Court finds that under the circumstances presented in this case, **SARA GUEVARA** is eligible for maintenance under the provisions of Texas Family Code chapter 8. Accordingly, **HECTOR GUEVARA** is ordered to pay as maintenance the sum of three thousand dollars (\$3,000.00) per month to **SARA GUEVARA**, with the first payment being due on February 1, 2020, and a like amount being due on the first day of each consecutive month thereafter until the earliest of one of the following events occurs:

1. February 1, 2027;
2. death of either Petitioner or Respondent;
3. remarriage of **SARA GUEVARA**; or
4. further orders of the Court affecting the spousal maintenance obligation, including a finding of cohabitation by **SARA GUEVARA**.

Additionally, and as Court Ordered Maintenance, **HECTOR GUEVARA** is ordered to pay as maintenance the sum of fifteen thousand dollars (\$15,000.00) to **SARA GUEVARA**, with the first payment of three thousand five hundred dollars (\$3,500.00) being due on February 23, 2020, and an amount of two thousand dollars (\$2,000.00) being due on February 1, 2020 and a like amount begin due on the first day of each consecutive month thereafter until the amount is paid in full.

Payment shall be made by **HECTOR GUEVARA** directly to **SARA GUEVARA** by cash, cashier's check, or money order at the last known address provided to **HECTOR GUEVARA** by **SARA GUEVARA**.

Provision for Sale of Residence

HECTOR GUEVARA shall have the option to purchase the following residence from **SARA GUEVARA** for a sum of two hundred thousand dollars (\$200,000.00) to be paid in full by

SG HG

February 1, 2021:

Lot 11 in Block 6, of Inwood Forest, Section 11, a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 165, page 97, of the map and/or plat records of Harris County, Texas and more commonly known as 7634 White Fir Drive, Houston, Texas 77088.

HECTOR GUEVARA shall pay all closing costs associated with the purchase of the residence. **HECTOR GUEVARA** also agrees to, and shall, pay the 2019 property taxes on the residence.

HECTOR GUEVARA shall have exclusive use of the property until February 1, 2021 as which time he IS ORDERED to vacate promptly if he has not fulfilled the purchase of the residence in accordance with the terms of sale herein. In the event **HECTOR GUEVARA** does not fulfill the purchase of the residence in accordance with the terms stated herein, he shall forfeit all money paid towards the purchase of the residence and **SARA GUEVARA** shall be entitled to keep all money received from **HECTOR GUEVARA** for the sale of the residence.

The parties will both attend a "closing" with Patriot Title on January 23, 2020 to enter into an agreement to purchase the residence in accordance with the terms herein. That closing in no way will affect **SARA GUEVARA's** ownership interest in the property as awarded herein.

Attorney's Fees

To effect an equitable division of the estate of the parties and as a part of the division, each party shall be responsible for his or her own attorney's fees, expenses, and costs incurred as a result of legal representation in this case.

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

Sg Hg

Transfer and Delivery of Property

HECTOR GUEVARA is ORDERED to appear in the law offices of Shawn M. Rudisel at 1415 North Loop West, Suite 910, Houston, Texas 77008, at 10:00 on February 15, 2020, and to execute, have acknowledged, and deliver to **SARA GUEVARA** these instruments:

1. Power of attorney to transfer motor vehicle to effectuate the transfer of the following vehicles from **HECTOR GUEVARA** to **SARA GUEVERA** in accordance with the property award herein:

a. The 2017 Chevrolet Malibu motor vehicle, vehicle identification number 1G1ZE5ST5HF258075.

The parties acknowledge that **SARA GUEVARA** has received, in mediation, a signed title to the 2008 Toyota Sequoia motor vehicle, vehicle identification number 5TDZY68A38S007128.

Muniment of Title

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

Permanent Injunctions as to Persons

The Court finds that, because of the conduct of **SARA GUEVARA**, a permanent injunction against her should be granted as appropriate relief because there is no adequate remedy at law.

The permanent injunction granted below shall be effective immediately and shall be binding on **SARA GUEVARA**; on her agents, servants, employees, and attorneys; and on those persons in active concert or participation with them who receive actual notice of this order by personal service or otherwise.

IT IS ORDERED AND DECREED that **SARA GUEVARA** is permanently enjoined from:

SG 1-6-20

1. Making disparaging remarks about the other party including but not limited to, co-workers, friends and church members.

The Court finds that, because of the conduct of **HECTOR GUEVARA**, a permanent injunction against him should be granted as appropriate relief because there is no adequate remedy at law.

The permanent injunction granted below shall be effective immediately and shall be binding on **HECTOR GUEVARA**; on his agents, servants, employees, and attorneys; and on those persons in active concert or participation with them who receive actual notice of this order by personal service or otherwise.

IT IS ORDERED AND DECREED that **HECTOR GUEVARA** is permanently enjoined from:

1. Making disparaging remarks about the other party including but not limited to, co-workers, friends and church members.

Service of Writ

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

Court Costs

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

Resolution of Temporary Orders

IT IS ORDERED AND DECREED that all obligations and duties for attorney's fees and temporary support incurred during the pendency of the divorce and imposed by the temporary orders of this Court that are not yet discharged shall survive this judgment, and independent

SG H&K

enforcement may be sought.

Discharge from Discovery Retention Requirement

IT IS ORDERED AND DECREED that the parties and their respective attorneys are discharged from the requirement of keeping and storing the documents produced in this case in accordance with rule 191.4(d) of the Texas Rules of Civil Procedure.

Decree Acknowledgment

Petitioner, **SARA GUEVARA**, and Respondent, **HECTOR GUEVARA**, 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 this agreement to be a just and right division of the marital debt and assets, and state that they have not signed by virtue of any coercion, any duress, or any agreement other than those specifically set forth in this Agreed Final Decree of Divorce.

Notices

SARA GUEVARA understands that discovery has not been completed and she has waived her right to investigate the assets in the marital estate and has waived her right to final trial on the merits.

SARA GUEVARA also understand and agree she is waiving her right to have the titles on the real estate awarded to her herein searched for liens.

SARA GUEVARA acknowledges she can read and understand the English language and has read this document in its entirety.

Name Change

SG HGA

SARA GUEVARA's is hereby changed to **SARA FRANCO**.

Indemnification

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

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

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

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

Clarifying Orders

SG HG

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

Relief Not Granted

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

Date of Judgment

SIGNED on _____

Signed:
1/29/2020

K. Baughman

~~JUDGE PRESIDING~~

APPROVED AS TO FORM ONLY:

THE RUDISEL LAW FIRM, P.C.


1415 North Loop West, Suite 910

Houston, Texas 77008

Tel: (713) 781-7775

Fax: (713) 781-7785

By: _____


Shawn M. Rudisel
Attorney for Petitioner
State Bar No. 24053010
service@houstondivorcesoure.com

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

Para Guevara.
Petitioner

Neely Guevara
Respondent



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this January 30, 2020

Certified Document Number: 89147162 Total Pages: 14

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com