

## SEPARATION AGREEMENT

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This Separation Agreement (this "Agreement") is made and entered into as of this 17 day of January, 2018, (the "Effective Date") by and between Barbara A Lewis, residing at 1021 Tennessee Avenue, Gosnell, AR 72319 in Mississippi County ("Petitioner") and Juan B Johnson, residing at 4675 Walnut Street, Jackson, MS 39211 in Hinds County ("Respondent").

WHEREAS, Petitioner and Respondent were married to each other on November 27, 2009, in Mississippi County, Gosnell, AR; and

WHEREAS, a full and complete financial disclosure has been made by the parties to each other of all their respective assets, both joint and separate, the accuracy and truthfulness of which forms the basis of this Agreement; and

WHEREAS, both parties have given much thought and careful consideration to a settlement of their differences and have determined that they are irreconcilable; and

WHEREAS, it is the desire and intention of the parties that their relations with respect to property and financial matters be finally fixed by this Agreement.

NOW THEREFORE, Petitioner and Respondent freely and fully accept the provisions, terms and conditions hereof and in consideration of the promises and mutual covenants herein contained as well as for other good and valuable considerations not herein specifically set forth, the parties do hereby agree to the following:

**1. Spousal Support.** It is expressly agreed by the parties herein that each party relinquishes or waives any right or interests they have had as alimony, support or maintenance from the other, except as provided within the terms of this Agreement. This Agreement will replace any and all previous agreements between the parties which may have been entered into between said parties, and supersedes any temporary orders of any court which may be in effect.

In consideration of the above, and having regard for the parties' circumstances, including the duration of their marriage and the parties' skills, the parties herein specifically waive and relinquish any right to any form of spousal support, alimony or maintenance. Neither party shall receive spousal support from the other. The parties further waive any future right to modification of spousal support of any kind, temporary, permanent, periodic, rehabilitative, lump sum or any combination or form thereof, whether that right be provided by statute or any other regulation.

**2. Waiver of Payment Through Clerk.** Both parties waive participation in any applicable Central Depository Payment Program or the payment of child support or spousal support through any clerk of court, direct deposit program or other third party entity (the "Central Depository"); and accordingly, payments need not be made through the Central Depository and shall be made directly to the party entitled thereto. In the event of the tardiness of payments or other difficulty experienced by the receiving party, either party may subsequently apply to the Central Depository to activate participation and have

child support payments directed through the Central Depository in the event that it becomes necessary to secure or obtain payments made hereunder.

**3. Personal Property.** The parties have previously distributed all of the personal property owned by them together, including household furnishings and furniture, so that at present, each party is the sole and exclusive owner of any and all personal property currently in their possession and all rights possessed by the other party in any such property is hereby and forever waived.

**4. Outstanding Debts, Charge Accounts and Credits.** Each party agrees to assume any and all debts and liabilities directly related to any property transferred to him/her pursuant to this Agreement. Each party shall be solely responsible for his/her own charge accounts, debts, obligations as currently in his/her own name and fees and costs arising therefrom. Each of the parties hereto represents that he/she has not contracted and will not hereafter contract any debts, charge or liability in the name or upon the credit of the other or for which the other or the estate of the other might or could become liable and agrees.

**5. Pension and Retirement Plans and Annuities.** Each party hereby waives and relinquishes any right he/she may have in the others retirement plan, pension plan, 401(k) plan, individual retirement account, defined contribution or benefit plan, and/or another employer-sponsored plan, if any.

**6. Income Tax.** Except as set forth herein, each party shall be responsible for his/her own income tax liabilities together with interest, penalties and fees, if any and shall file individually beginning the year the divorce decree becomes final. Any additional tax assessments, penalties and interest to be paid on any and all prior joint income tax returns files by the parties shall be paid by both parties equally.

**7. Waiver of Dower and Inheritance Rights.** Each of the parties releases and waives any and all homestead, dower, curtesy, community property, equitable distribution and any other rights, title or interest either party has or may claim to have against the other arising out of or in any way connected to the marriage or the dissolution of the marriage. The parties acknowledge that this Agreement substantially has equitably distributed all such marital assets appropriately. Each of the parties releases and waives any and all right to receive any property or rights from the estate of the other party, unless such right is created under a will or codicil to will dated subsequent to the effective date of this Agreement.

**8. Bankruptcy.** The rights, obligations and responsibilities provided in this Agreement shall not be dischargeable in bankruptcy.

**9. Legal Representations.** Each party has had the opportunity to have independent counsel and legal advice of his/her own selection in the negotiation of this Agreement. Each party fully understands the facts and has been fully informed as to his/her legal rights and obligations.

**10. Fees and Costs.** Each party shall be solely responsible for his/her respective attorney's fees and costs incurred as a result of the negotiation of this Agreement or the dissolution of marriage proceeding. However, in the event that either party shall retain or engage an attorney or attorneys to collect or enforce or protect his/her interest with respect to this Agreement, the prevailing party shall be entitled to receive payment of all costs and expenses of such collection, enforcement or protection, including reasonable attorneys' fees.

**11. Full Disclosure.** Each party hereby represents that there has been a full, complete, current and accurate disclosure of all financial matters by each party to the other. The parties understand that these

representations are material to this Agreement and that the other party is relying upon the representations made by them. Both parties acknowledge that this Agreement is based upon such full, complete, current and accurate disclosure. By executing this Agreement, each party acknowledges that this is a fair Agreement and it is not the result of any fraud, duress, or undue influence exercised by either party upon the other or by any other person or persons upon either.

**12. Free and Voluntary Execution.** The parties hereto declare that they have fully read and fully understand the provisions contained in this Agreement and believe this Agreement to be fair, just and reasonable. Each party is signing this Agreement freely and voluntarily, without undue influence, fraud, collusion or misrepresentation, and intend to be bound by it.

**13. Living Apart.** Upon the execution of this Agreement, the parties may and shall live separate and apart from each other the remainder of their natural lives in all respects as if and as though their said marriage had never existed and neither party shall have the right to control the personal actions or conduct of the other party, nor to interfere with the manner of living of the other as fully and to the same extent as if such party were single and unmarried, except where otherwise mandated by this Agreement.

**14. Reconciliation.** In the event the parties reconcile and do not live apart for any period of time, this Agreement and the obligations of the parties hereunder will remain in full force and effect unless expressly revoked or terminated by the parties in writing.

**15. Further Assurances.** Each party shall execute, acknowledge or deliver any instrument, paper or document, furnish any information or take such other actions as reasonably may be necessary in connection with the performance of the obligations set forth in this Agreement.

**16. Modifications and Amendments.** This Agreement may only be amended or modified or deemed amended or modified by an agreement in writing duly signed by the parties or by any court of competent jurisdiction.

**17. No Waiver.** Any non-written waiver by either party of any provision of this Agreement or any right or option hereunder shall not be controlling, nor shall it prevent such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

**18. Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Arkansas. The parties agree that in the event it shall become necessary to enforce this Agreement or any term hereof, the parties shall first attempt to mediate the issue with a certified mediator to be mutually agreeable to each. In the event that the parties are unable to mediate the issue, either party shall thereafter be free to seek the enforcement of this Agreement in the applicable court of competent jurisdiction.

**19. Admissibility.** This Agreement or a copy of the same may be introduced in evidence by either party to this cause, and the court is requested to make the same a part of any final order or final judgment entered in this cause. This Agreement will be construed as being jointly prepared and written by all parties hereto.

**20. Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

**21. Mutual Release.** Except as provided in this Agreement, each party releases the other from all claims, demands due, debts, rights, or causes of action in contract, tort or otherwise up to the date of this Agreement.

**22. Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.

**23. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

**24. Entire Agreement.** This Agreement contains the entire understanding of the parties, who hereby acknowledge that there have been and are no representations, warranties, covenants, or understandings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

\_\_\_\_\_  
**Petitioner** Signature

Barbara A Lewis  
\_\_\_\_\_  
**Petitioner** Full Name

\_\_\_\_\_  
**Respondent** Signature

Juan B Johnson  
\_\_\_\_\_  
**Respondent** Full Name

## NOTARY ACKNOWLEDGEMENT

State of Arkansas )  
 ) (Seal)  
County of Mississippi )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the undersigned, Barbara A Lewis, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

Signature \_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

State of Mississippi )  
 ) (Seal)  
County of Hinds )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the undersigned, Juan B Johnson, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

Signature \_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

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# GENERAL INSTRUCTION

## What is a Separation Agreement?

A Separation Agreement is a written contract between two spouses who are married but want to live apart. The agreement outlines the couple's practical concerns about how their property, assets, debts, and bills should be handled while they are separated.

If children are involved, the agreement helps clarify details about who should have custody, how frequently the other parent can visit, and whether child support is required. Similarly, if one spouse puts their career on pause to raise children, the Separation Agreement could address whether one person should receive spousal support or alimony.

Each state handles divorce proceedings differently. Generally, a state can either:

- **REQUIRE** a legal separation before filing for divorce
- **RECOGNIZE** a legal separation but not require one
- **NEITHER** require nor recognize legal separation

## When is a Separation Agreement Needed?

If you and your partner have come to a mutual agreement on how to dissolve the "business" aspects of marriage, a separation agreement allows you both to memorialize the details in an enforceable legal document. Alternatively, if you are considering a divorce but would like to try living apart first, a separation agreement can help you both walk through all the practical and emotional considerations of what life would be like apart instead of together.

## What Should be Included in a Separation Agreement?

A Separation Agreement will identify the following basic elements:

- **Parties:** list the name of the two spouses who are married but want to live apart
- **Date of Marriage:** when the couple was originally lawfully married
- **Residency Requirement:** confirm that the couple has lived in the state and particular county for the required amount of time to establish residency for legal purposes
- **Temporary or Permanent:** decide whether the Separation Agreement will continue to be valid if the parties follow through with a divorce (permanent) or whether a new agreement will be created
- **Children:** if minor children under the age of 18 years old are involved, discuss who has custody, how much child support will be provided, and how often can the other parent visit
- **Assets:** who will stay in the marital home and how will shared property like cars and furniture be divided
- **Debts:** how will taxes, mortgages, loans, or bills be handled while living apart
- **Spousal Support:** ask yourselves whether one person should receive financial support given their occupation, age, and health
- **Notarized Signatures:** in order for the agreement to be legally enforceable, both spouses **MUST** sign the agreement in the presence of a notary public, not necessarily at the same time or with the same notary

## Other Names

As a reference, a Separation Agreement is known by other names, depending on each state:

- Divorce Agreement
- Divorce Settlement Agreement
- Judicial Separation
- Legal Separation Agreement
- Marital Settlement Agreement
- Marriage Separation Agreement