

THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT,
IN AND FOR SEMINOLE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:
JASON WARD,

CASE NO.:2022-DR-1614

Petitioner,

and

SARAH D. WARD,

Respondent.

**FINAL JUDGMENT APPROVING PARENTING PLAN AND MEDIATED
SETTLEMENT AGREEMENT AND DISSOLVING MARRIAGE**

This action came upon the Petitioner's Petition for Dissolution of Marriage filed herein.

On the evidence presented, the court

FINDS as follows:

1. The parties were married on May 31, 1997.
2. The Husband has been a resident of Florida for more than six (6) months before commencement of this action.
3. The marriage is irretrievably broken.
4. There have been 3 children born of the marriage, however, only one (1) remaining minor child, to wit: Josie L. Ward, born 2009. There are no other minor children of this marriage and the Wife is not pregnant. They have established a custody arrangement which is set out in the Mediated Marital Settlement Agreement.
5. The parties have entered into a Parenting Plan and Mediated Marital Settlement Agreement which have been filed with the Court.

Accordingly, it is ORDERED AND ADJUDGED:

Dissolution of Marriage

1. The bonds of marriage between the Petitioner, JASON WARD, and Respondent, SARAH WARD, are dissolved.

Parenting Plan and Mediated Marital Settlement Agreement

2. The Parenting Plan and Mediated Marital Settlement Agreement executed by the parties and filed with the Court are incorporated into this Judgment by reference and the parties are ordered to comply with their terms.

Parental Responsibility

3. The parties shall maintain “shared parental responsibility”, meaning that both parents retain full parental rights and responsibilities with respect to the child, pursuant to Fla. Stat. 61.13. Neither party shall be designated the primary residential parent of the minor child.

4. The specific arrangements for visitation and residency have been outlined in the Mediated Marital Settlement Agreement and Parenting Plan and shall be followed.

Child Support

5. Commencing on November 1, 2022, the Wife shall pay to the Husband by Income Withholding Order, as support and maintenance for the minor child, the sum of \$179.00 per month as outlined in the Mediated Marital Settlement Agreement.

6. Child support shall continue until the child attains the age of eighteen (18) years, become married or dies, whichever event occurs first. If, however, the child attains age 18 and is still in high school, then the payment responsibility of the Wife shall not terminate until the child graduates from high school, but under no circumstances, shall the payment responsibility of the Wife for child be payable past the child's nineteenth (19th) birthday. The child support payments shall be paid through the State of Florida Disbursement Unit, P.O. Box 8500,

Tallahassee, FL 32414-8500.

Insurance

7. The Wife shall maintain the health insurance for the minor child as outlined in the Mediated Marital Settlement Agreement.

Real Property

8. Husband and Wife at the present time jointly own the marital home located at 124 Heatherbrooke Circle, Oviedo, FL 32765 with the legal description: LOT 22, HEATHERBROOKE ESTATES REPLAT, PB 68 PGS 25 & 26, Parcel Identification Number 10-21-31-530-0000-0220. Said home shall continue to be held in the joint names of Husband and Wife as tenants in common after the divorce of the Husband and Wife if it has not been sold by that time. Husband shall list said home for sale no later than December 1, 2022. He shall have the home appraised (interior and exterior) at his own expense. Said appraisal shall be confidential and only shared with the listing agent. Husband and Wife agree that John W. Campese, Re/Max Marketplace- the Infinity Group, 441 East Mitchell Hammock Road, Suite 1107, Oviedo, FL 32765 shall be the listing agent. Mr. Campese with consultation of Husband and Wife shall set the sales price no less than the appraised value. Husband and Wife agree to follow the reasonable recommendations of Mr. Campese regarding the presentation, marketing, and listing of the home for sale. Husband and Wife agree that they shall accept any offer greater than the appraised value and sold as-is.

9. It is the intention of the Husband and Wife to sell said home as soon as practical. Both parties agree to in good faith cooperate and perform all those acts and execute all those documents (including but not limited to Quit Claim Deeds and contracts) necessary to effect the sale of said home as soon as practical. Upon the sale of said home the net proceeds, defined as

the amount left from the sale of the home after payment of the balance owing on all mortgages and debts encumbering the home and all other costs and expenses of sale, including any and all commissions and taxes, shall be divided evenly between Husband and Wife.

10. If the proceeds from the sale of the marital home are insufficient to fully pay these liabilities, i.e. the balance owing on all mortgages and debts encumbering the home and all other costs and expenses of sale, including any and all taxes, then the Husband and Wife agree to each pay one-half of any of these liabilities that remain unpaid after applying the proceeds from the sale of the home to these liabilities.

11. Wife shall have the right to the exclusive occupancy of said home from the date of the signing of this agreement until the sale of the home or until she permanently leaves the home, dies, fails to pay his/her portion of the expenses of the home as set forth in this agreement, or whichever event first occurs. Wife agrees that she will maintain the home in good condition and shall at all times present the home in a manner that will facilitate the sale of the property during this period of exclusive use and possession. It is agreed and understood that when the Wife's right to exclusive occupancy terminates, she shall immediately remove herself from said home.

12. During Wife's entire period of exclusive possession, she shall be solely responsible for and shall pay as they become due all of the utilities (including but not limited to electricity, water, gas, fuel oil, local and long distance telephone, pool service, lawn service, pest control, cleaning service, and cable) and all upkeep, repairs, and maintenance on said home until her right to exclusive use and possession terminates.

13. If the Wife's right to exclusive possession terminates prior to the sale of the home, Husband and Wife agree that they shall each pay one-half of utilities (including but not

limited to electricity, water, gas, fuel oil, local and long distance telephone, pool service, lawn service, pest control, cleaning service, and cable) and all upkeep, repairs, and maintenance on said home, until the sale of said home.

14. Wife agrees that she shall pay all of the payments, as they become due, of any homeowner's association fees, and all mortgages encumbering the home, including principal, interest, property tax and home owner's insurance on said home , until the sale of the home.

15. Each party shall be allowed to claim any United States Income Tax deduction originating from the interest and property tax payments on the marital home to the extent that each party actually made such payments from his or her own financial resources.

Alimony

16. Each party waives all present and future claim for alimony from the other, whether rehabilitative, permanent periodic, or lump sum as per the Mediated Marital Settlement Agreement.

Retirement/Pensions

17. The Husband shall retain any and all retirement/pension account(s) as his sole and exclusive asset free from any claim of the Wife.

18. The Wife shall retain any and all retirement/pension account(s) as her sole and exclusive asset free from any claim of the Husband.

Equitable Distribution of Marital and Personal Property

19. As equitable distribution, the Husband and Wife shall be entitled to receive the property in the manner described in the Mediated Settlement Agreement.

Attorney's Fees and Costs

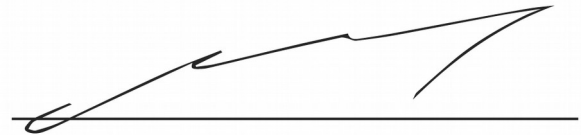
20. Each party is to pay their own attorney's fees and costs.

Jurisdiction

21. This Court specifically retains jurisdiction of the subject matter as provided above, except the dissolution, and of the parties hereof and hereto for the purpose of entering such other orders as to it may deem necessary and proper.

DONE AND ORDERED in chambers at Sanford, Seminole County, Florida, on Monday, October 31, 2022

59-2022-DR-001614 10/31/2022 09:48:55 PM



Michael Rudisill, Circuit Judge

59-2022-DR-001614 10/31/2022 09:48:55 PM

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished through the Florida E-Portal, to all interested parties listed therein, on Tuesday, November 1, 2022

CHRISTOPHER HART MORRISON
pleadings@winterparklegal.com
cmorrison@winterparklegal.com
dbarnett@winterparklegal.com

STEVE W MARSEE
smarsee@marseelaw.com
rjacobs@marseelaw.com
krhoads@marseelaw.com

Alan Scott Apte
eservice@florida-mediate.com

59-2022-DR-001614 11/01/2022 08:45:11 AM

A. Theobald.

Alyssa Theobald, Judicial Assistant

59-2022-DR-001614 11/01/2022 08:45:11 AM