

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

IN RE: THE MARRIAGE OF

CASE NO. 59-2022-DR-001614-02D

JASON WARD,  
Petitioner/Husband,

v.

SARAH D. WARD,  
Respondent/Wife.

\_\_\_\_\_ /

**MEDIATED MARITAL SETTLEMENT AGREEMENT**

**THIS MEDIATED MARITAL SETTLEMENT AGREEMENT** (“Agreement”), made on this 18<sup>th</sup> October, 2022, between JASON WARD (“Husband”) and SARAH D. WARD (“Wife”):

**WITNESSETH:**

**WHEREAS**, Husband and Wife along with counsel attended mediation on October 18, 2022, with mediator Alan S. Apte, Esq., whereby they have resolved all of their issues now pending in the above-styled case and as set forth in this Agreement;

**WHEREAS**, Husband and Wife were lawfully married to each other on May 31, 1997 in Decatur, Illinois; and

**WHEREAS**, Husband and Wife separated on May 10, 2022; and

**WHEREAS**, unhappy matrimonial differences have arisen between them by reason of which they are now living separate and apart from each other; and

**WHEREAS**, Husband and Wife have given much thought and careful consideration to a settlement of these differences and have determined that they are irreconcilable; and

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A blue ink signature of Sarah D. Ward, consisting of the letters 'SDW' in a stylized cursive font, enclosed within a blue rounded rectangular border.

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**WHEREAS**, it is the desire and intention of Husband and Wife that their relations, with respect to property and financial matters, be finally fixed by this Agreement in order to effect an orderly division of property between them and to determine in all respects and for all purposes and demands in such a manner that any action with respect to the rights and obligations, past, present, or future, of either party with respect to the other, be finally and conclusively settled and determined by this Agreement; and

**WHEREAS**, only one minor child remains born of this marriage: J.L.W., born April 11, 2009; it is the further purpose of this Agreement to provide for the future care and support of said child; and

**NOW THEREFORE**, in consideration of the premises, the mutual promises, and the undertakings contained herein, and for other good and valuable considerations, Husband and Wife agree:

**LIVE SEPARATE AND APART**

1. Husband and Wife shall at all times hereafter continue to live separate and apart, free from interference by each other as if they were unmarried. Each party may reside at the place or places he or she may select. Husband and Wife shall not interfere with the privacy of the other nor shall they enter the premises of the other without the prior consent of the other.

**PARENTING PLAN**

2. Husband and Wife have entered into a Mediated Parenting Plan dated July 26, 2022 which is incorporated by reference herein. Husband and Wife expressly agree to abide by the terms of the Mediated Parenting Plan.

  
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### CHILD SUPPORT

3. Wife shall pay to Husband the sum of \$179.00 per month for the support and maintenance of the minor child of Husband and Wife. The Child Support Guidelines Worksheet is attached hereto as [Exhibit "A"](#). Said child support payments shall be delivered directly to Husband beginning no later than November 1, 2022, and Wife shall continue to deliver the payments to Husband no later than the 1<sup>st</sup> day of every month thereafter until a Final Judgment is entered directing such payments to be made to the State of Florida Disbursement Unit. Thereafter, said payments shall be delivered to the State of Florida Disbursement Unit no later than the 1<sup>st</sup> day of each and every month and a like sum no later than the 1st day of each and every month thereafter until the child marries, becomes self-supporting, dies, enters military service, permanently departs the residence of Husband, or reaches the age of eighteen, whichever event first occurs. However, if said child support has not terminated for other reasons mentioned herein and if the child is dependent in fact, is between the ages of 18 and 19, and is still in high school, performing in good faith with a reasonable expectation of graduation before the age of 19, said child support shall continue until said child graduates from high school.

4. Husband and Wife agree that for the Child Support Guidelines Worksheet that his available gross annual income is \$98,796.00 and her available gross annual income is \$142,416.00. Wife pays the child's health, dental, and vision insurance and is entitled to receive credit of \$139.00 on the Child Support Guidelines Worksheet.

5. Husband and Wife agree that neither one owes to the other any child support arrearage, underage, or overage through October 31, 2022.

  
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6. The child support described herein shall cease automatically, and without the necessity of a Court order, when the duty for paying child support ends as set forth above.

**DEPENDENCY EXEMPTION AND INCOME TAX CREDITS**

7. Because the child spends more overnights during the tax year with Wife than with Husband, Wife shall receive the dependency exemption and the related tax benefits for the child every year.

**WAIVER OF SUPPORT AND INTEREST**

8. Except as provided for herein, both Husband and Wife recognize that they shall not now or in the future receive support or alimony payments of any type, including but not limited to retroactive, temporary, permanent, durational, rehabilitative, bridge-the-gap or lump sum alimony, from the other and specifically waive the same.

9. Each party specifically and unequivocally waives any and all entitlement to any form of alimony, be it retroactive, temporary, bridge-the-gap, durational, permanent periodic, rehabilitative, or lump sum. Each party fully understands and has been advised by his or her respective counsel, that he or she may be entitled to some form of periodic alimony. Said form of alimony could be due now or in the future, but, each specifically and unequivocally waives all entitlement thereto, as well as any modification or right to a modification of same now, or in the future. Each party further understands that he or she may have been or could have been, in the event that this matter had gone to Court on a contested basis, entitled to some form of alimony as set forth above. However, after being fully advised by his or her own respective counsel and after having a specific understanding of all the various meanings regarding the different types of alimony, each specifically waives all rights and entitlement thereto. Each acknowledges that this waiver is irrevocable and that there is

  
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no change or potential change in circumstances in the financial ability of either party or in the future physical ability of either party which can, or will permit, or could permit, either person to obtain any form of alimony, including periodic permanent or rehabilitative alimony and/or lump sum alimony from the other party by way of the commencement of any modification proceedings.

10. Further, neither party will seek compensation from or any interest in, the salary, awards, winnings, investment incomes, gifts, inheritance, retirement benefits, or military benefits of the other, now or in the future, and specifically waive the same, except as specifically set forth herein.

**INCOME WITHHOLDING ORDER**

11. An Income Withholding Order for the payment of child support shall be entered simultaneously with the entry of the Final Judgment in this action. However, Husband and Wife further agree that it is in the best interests of the child that the Income Withholding Order not be effective and that Husband not serve the Income Withholding Order on Wife's employer until and unless Wife becomes delinquent in the payment of child support by one month or more.

**STATE OF FLORIDA DISBURSEMENT UNIT**

12. The child and spousal support payments described above shall be made directly to Husband until a Final Judgment is entered in Seminole County, Florida, directing such payments to be made to the State of Florida Disbursement Unit. Thereafter, said payments, plus the sum of FOUR PERCENT (4%) of each payment or FIVE DOLLARS AND TWENTY-FIVE CENTS (\$5.25) , with a minimum of \$1.25 and a maximum of \$5.25 (which assessment might be changed from time to time), shall be paid by Wife to the State of Florida Disbursement Unit, P.O. Box 8500, Tallahassee, Florida, 32314-8500. The Unit shall promptly remit said monies to Husband. Said

  
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payments, plus costs, are to be made by either personal check, money order, cashier's check, or certified check or online through MyFloridaCounty.com. Written notice of any changes in mailing or residence address will be filed with the Clerk of the Court and the State of Florida Disbursement Unit within five (5) days from said change, and copies of said notices will be served on the other party.

**CHANGE IN SUPPORT DUTIES**

13. Husband and Wife agree that if support payments are being paid through the Clerk of the Court or the State of Florida Disbursement Unit and/or by Income Withholding Order, Husband and Wife shall file the appropriate paperwork to inform the Clerk of the Court or the State of Florida Disbursement Unit and/or Husband's employer of any change in Husband and Wife' respective support duties within fifteen (15) days of the change.

**HEALTH CARE - MEDICAL, DENTAL, AND VISION INSURANCE**

14. Husband agrees that he shall be responsible for his own past and future medical, hospitalization, doctor, dental, prescription drugs, and all other similar expenses after the date of the signing of this Agreement and that he shall be responsible for maintaining his own medical insurance policy after the date of the entry of the Final Judgment of Dissolution of Marriage.

15. Wife agrees that she shall be responsible for her own past and future medical, hospitalization, doctor, dental, prescription drugs, and all other similar expenses after the date of the signing of this Agreement and that she shall be responsible for maintaining her own medical insurance policy after the date of the entry of the Final Judgment of Dissolution of Marriage.

  
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16. If Husband should decide to utilize the COBRA provisions under Wife's health insurance plan, then Wife agrees that she shall fully cooperate with Husband in implementing said COBRA insurance provisions. Husband agrees that he shall be responsible for the monthly premium payments to cover him on said plan. Husband further agrees that he shall be responsible for all of his future medical, hospitalization, doctor, dental, prescription drugs, and all other similar expenses which are not covered by COBRA. Husband further agrees that after he is no longer eligible under the provisions of the COBRA plan, that he shall be responsible for all of his own future medical, hospitalization, doctor, dental, prescription drugs, and all other similar expenses and that he shall be responsible for obtaining his own medical insurance policy at his sole expense.

17. Wife shall maintain health, dental, and vision insurance coverage in the same amounts and coverage as are presently in existence, or its equivalent, for the minor child, so long as such insurance is reasonably available through her employment and said child shall be entitled to support. The cost of said insurance, and credit to Wife for initially paying for said insurance, shall be calculated into the child support amount.

18. The party providing the child's health, dental, and vision insurance agrees to provide to the other party all insurance identification cards, claim forms, and any other documents needed by the other party in order to fully utilize the provisions of this section, and upon a reasonable request by the other party, the party providing the child's health, dental, and vision insurance agrees to supply to the other party all the necessary information and documents in order for the other party to verify that the provisions of this paragraph are being complied with. The party providing the child's health, dental, and vision insurance further agrees to authorize the medical insurance company to notify the

  
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other party if the provisions of this section are not being complied with and further supply the other party directly with any information for the other party to verify that this paragraph is being complied with. Both parties agree to fully cooperate in performing all those acts and executing all those documents necessary to facilitate the use of said insurance by the other party.

19. Husband and Wife agree that they shall pay according to their pro rata share of income as reflected on the Child Support Guidelines Worksheet, which currently is 59% for Wife and 41% for Husband for all hospitalization, doctor, medical, orthodontia and dental and similar expenses for the child not covered by insurance, including insurance co-pays and deductibles.

20. Each parent further shall consult with the other parent as to the necessity and desirability of all non-emergency medical procedures. Husband and Wife shall, in good faith and with the best interests of the child in mind, attempt to jointly agree on the necessity and desirability of such procedure prior to the procedure. Neither parent will be responsible for uncovered, elective medical expenses without his or her express agreement that the uncovered, elective procedure is necessary and desirable or an order of the court. Both parties shall make every reasonable attempt to have all medical expenses of the child paid by the child's medical insurance to the highest extent possible. Husband and Wife agree that except in the case of a genuine emergency, no "out-of-network" health care costs will be incurred, unless Husband and Wife mutually agree in advance. Except in the case of an emergency, if either Husband or Wife unilaterally incurs an "out-of-network" expense without the advance agreement of the other party, then he or she shall be unilaterally responsible for such expense and shall hold the other harmless for the same.

  
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21. If one party initially pays more than his or her share (as defined above) of any hospitalization, doctor, medical, orthodontia and dental and similar expenses not covered by said insurance, including insurance co-pays and deductibles, the one party shall provide to the other party a copy of the bill, invoice, or other indication of payment due within 30 days of the one party's receipt of such indication of payment due, or forfeit payment for same. The other party who owes the reimbursement shall remit his or her share (as defined above) of said uncovered expense to the paying party within 30 days of his or her receipt of the bill, invoice, or other indication of payment from the first party. Neither party shall incur a charge over \$200.00 without the consent of the other party, except in the case of an emergency.

22. All payments required in this section for the benefit of the child shall be deemed child support for enforcement purposes.

**SEPARATE NON-MARITAL ASSETS AND LIABILITIES**

23. Husband and Wife agree that Wife shall retain all of her separate non-marital assets and liabilities and that her separate non-marital assets are specifically distributed to her by this Agreement free and clear of all claims by Husband. Wife further agrees to hold Husband harmless in regard to all financial and legal obligations involving Wife's separate non-marital liabilities, and if Husband does incur any costs or expenses in regard to the same, Wife shall reimburse him for said costs and expenses, including attorney's fees and Court costs.

24. Husband and Wife agree that Husband shall retain all of his separate non-marital assets and liabilities and that his separate non-marital assets are specifically distributed to him by this Agreement free and clear of all claims by Wife. Husband further agrees to hold Wife harmless in

  
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regard to all financial and legal obligations involving Husband's separate non-marital liabilities, and if Wife does incur any costs or expenses in regard to the same, Husband shall reimburse her for said costs and expenses, including attorney's fees and Court costs.

**SALE OF CERTAIN MARITAL PROPERTY**

25. Husband and Wife at the present time jointly own the marital home located at 124 Heatherbrooke Circle, Oviedo, Florida 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 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, Florida 32765 shall be the listing agent. Mr. Campese with consultation of Husband and Wife shall set the sale's 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.

26. It is the intention of 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

  
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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.

27. 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 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.

28. 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 s/he 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 his period of exclusive possession. It is agreed and understood that when the Wife's right to the exclusive occupancy terminates, she shall immediately remove herself from said home.

29. 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 possession terminates.

30. If 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,

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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.

31. 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.

32. 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.

#### **NO TITLE EXAMINATION**

33. Husband and Wife have requested that no title examination be made as to the ownership interest anyone may have in and to the real and personal property referenced in this Agreement. The attorneys for the respective parties hereto are released and indemnified for any errors therein contained, and have only included the information given to them by Husband and Wife without making representation as to the accuracy thereof.

#### **EQUITABLE DIVISION OF OTHER MARITAL ASSETS**

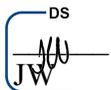
34. It is agreed and understood between Husband and Wife that they have not made a just division of their personal effects, clothing, household furniture, furnishings, and equipment and will work together to equitably divide said property. If they fail to do so then either one may seek judicial intervention to resolve any remaining disputed personal property.

35. As part of the equitable distribution of the assets acquired during the marriage, Wife has received or shall receive the following free and clear of any right, title, interest or claim of Husband:

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- a. All savings, checking, and investment accounts in Wife's sole name, except as otherwise specifically provided herein;
- b. All retirement, savings plans, or other similar plans, including but not limited to any and all IRA's, SEP, pension, deferred annuities, severance programs, savings, 401K, stock ownership, stock options, stock purchase, military retirement, or other similar plans in Wife's name, or connected with Wife's employment or military service, past, present, and future, except as otherwise specifically provided herein. If there are any loans or liens against or associated with such plans, Wife shall be solely responsible for the same and shall hold Husband harmless thereon;
- c. Commerce Bank Checking Account ending in 2981;
- d. Commerce Bank Savings Account ending in 7813; and
- e. The 2015 white Volkswagen Pasat and 2010 blue Jeep Wrangler Unlimited vehicles presently in the possession of Wife shall constitute the sole and exclusive property of Wife and Husband hereby relinquishes all right, title, and interest he may have therein. Husband shall execute all those papers, including certificate of title, necessary to transfer the complete ownership of the said motor vehicles to Wife immediately after the execution of this Agreement or as soon thereafter as is possible. It is understood that immediately upon the signing of this Agreement Wife shall be liable for the indebtedness and payments now being made on said motor vehicle and shall be responsible for all insurance, maintenance, upkeep, and repairs of said motor vehicles, and for all legal liability or responsibility associated with the vehicles. Wife shall further pay the cost of transferring said motor vehicles from Husband to Wife, which is understood to involve the normal transfer fee and cost of a new tag. Wife further agrees to hold Husband harmless in regard to all of said payments, and to any liability or legal responsibility associated with said vehicle, and if Husband does incur any

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costs or expenses in regard to the same as a result of Wife's failure to do so, Wife shall reimburse Husband for said costs and expenses, including attorney's fees and Court costs. Husband agrees to immediately turn over to Wife any keys to, or documents regarding, this vehicle that are in his possession or under his control.

36. As part of the equitable distribution of the assets acquired during the marriage, Husband has received or shall receive the following free and clear of any right, title, interest or claim of Wife, to-wit:

a. All savings, checking, and investment accounts in Husband's sole name, except as otherwise specifically provided herein;

b. All retirement, savings plans, or other similar plans, including but not limited to any and all IRA's, SEP, pension, deferred annuities, severance programs, savings, 401K, stock ownership, stock options, stock purchase, military retirement, or other similar plans in Husband's name, or connected with Husband's employment or military service, past, present, and future, except as otherwise specifically provided herein. If there are any loans or liens against or associated with such plans, Husband shall be solely responsible for the same and shall hold Wife harmless thereon; and

c. The 1998 black BMW Motorcycle R110R, 2021 gray Toyota Tacoma, and 2014 red Audi A3 vehicles presently in the possession of Husband shall constitute the sole and exclusive property of Husband and Wife hereby relinquishes all right, title, and interest she may have therein. Wife shall execute all those papers, including certificate of title, necessary to transfer the complete ownership of said motor vehicles to Husband immediately after the execution of this Agreement or as soon thereafter as is possible. It is understood that immediately upon the signing of this Agreement Husband shall be liable for the indebtedness and payments now being made on said

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motor vehicles and shall be responsible for all insurance, maintenance, upkeep, and repairs of said motor vehicles, and for all legal liability or responsibility associated with the vehicles. Husband shall further pay the cost of transferring said motor vehicles from Wife to Husband, which is understood to involve the normal transfer fee and cost of a new tag. Husband further agrees to hold Wife harmless in regard to all of said payments, and to any liability or legal responsibility associated with said vehicles, and if Wife does incur any costs or expenses in regard to the same as a result of Husband's failure to do so, Husband shall reimburse Wife for said costs and expenses, including attorney's fees and Court costs. Wife agrees to immediately turn over to Husband any keys to, or documents regarding, this vehicle that are in her possession or under her control.

**EQUITABLE DISTRIBUTION EQUALIZING PAYMENT**

37. As equitable distribution of property only and not as alimony or spousal support, Husband shall receive from Wife \$197,400.00.00 via Qualified Domestic Relations Order (QDRO) from her Caterpillar, Inc. 401(k) account. This equalizing payments is non-modifiable for any reason and not includable as income by Husband nor are they deductible by Wife for income tax purposes.

**SELF-EXECUTING NATURE OF TRANSFERS**

38. Pursuant to §61.075(4), Florida Statutes, all of the transfers or conveyances of assets reflected in this Agreement shall be self-executing and, when incorporated by reference into the Final Judgment, this document shall have the effect of a duly executed instrument of transfer or conveyance with regard to all said assets. Notwithstanding the foregoing, Husband and Wife agree to execute such further documents as may from time-to-time be reasonably required to evidence or effect the transfers or conveyances of assets provided for herein.

  
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### GENERAL ASSET PROVISIONS

39. Any marital assets of Husband and Wife that are discovered subsequent to the execution of this Agreement or any marital assets that were not disclosed prior thereto shall be equally divided between Husband and Wife.

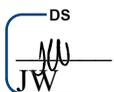
40. Husband and Wife agree that they shall not convert, transfer, dissipate, or otherwise dispose of any marital or non-marital asset of Husband and Wife, except for the ordinary and normal living expenses of Husband and Wife, or as is consistent with the normal daily business and investment practices of Husband and Wife, until the division of all of the assets of Husband and Wife as set forth herein without the express written permission of the other party. Extraordinary expenditures shall be considered to be a dissipation of property unless mutually agreed to by Husband and Wife or the Court.

### QUALIFIED DOMESTIC RELATIONS ORDERS

41. If a Qualified Domestic Relations Order (QDRO), or its functional equivalent, is necessary to transfer ownership of any profit sharing, 401K, pension, retirement, or similar plans, each party agrees to cooperate in obtaining the Qualified Domestic Relations Order as may be reasonably required by the Plan Administrator, or the drafter of the Qualified Domestic Relations Order, including executing necessary documents and Qualified Domestic Relations Orders (or non-ERISA equivalent type document), and any revisions of the same, within Ten (10) days of entry of Final Judgment.

42. Husband and Wife agree that the party receiving the asset will pay for the cost of preparation of such Qualified Domestic Relations Order and any associated administrative fee charged by the

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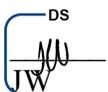
### **EQUITABLE DIVISION OF THE MARITAL LIABILITIES**

43. Husband and Wife recognize and understand that this Agreement does not have any effect on their liabilities to any third-party creditors. It is understood that even though one of Husband and Wife might agree to be solely responsible for a joint debt, this does not relieve the other party's obligation to a third-party creditor in the event the debt is not actually satisfied by the party assuming the total responsibility for the debt.

44. Wife covenants and represents that she has not incurred or contracted, nor will she hereinafter incur or contract any debt, charge, or liability whatsoever to which Husband, his legal representative or his property or estate may become liable, other than as provided for in this Agreement. Wife further covenants to keep Husband free and harmless of, and to indemnify him from, any and all unpaid debts, charges, or liabilities previously or hereafter contracted by her or for the account of any other person, except as provided for in the Agreement, including attorney's fees and costs for enforcement of this provision.

45. Husband covenants and represents that he has not incurred or contracted, nor will he hereinafter incur or contract any debt, charge, or liability whatsoever to which Wife, her legal representative or her property or estate may become liable, other than as provided for in this Agreement. Husband further covenants to keep Wife free and harmless of, and to indemnify her from, any and all unpaid debts, charges, or liabilities previously or hereafter contracted by him or for the account of any other person, except as provided for in the Agreement, including attorney's fees and costs for enforcement of this provision.

46. Wife agrees that she shall immediately return to Husband all credit cards bearing Husband's name either individually or jointly for the accounts which she understands Husband will be

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responsible for in the future.

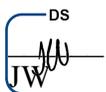
47. Husband agrees that he shall immediately return to Wife all credit cards bearing Wife's name either individually or jointly for the accounts which he understands Wife will be responsible for in the future.

48. Other than as set forth specifically herein, each party agrees to assume full financial and legal responsibility for any and all debts and liabilities owed or incurred by him or her, including any obligation assigned to him or her under this agreement, and for any debt or financial or legal obligation associated with any asset that he or she may now own, or that is assigned to him or her under this agreement, or that he or she might acquire in the future as his or her separate property, and shall hold the other harmless in regard to the same, and will indemnify the other for any costs or expenses which the other might incur in regard to the same, including attorney's fees and costs for enforcement of this provision.

49. Except for obligations set forth herein or obligations secured by assets obtained or retained by Husband and Wife under this Agreement, no other joint obligations of Husband and Wife are known to exist. If a past obligation is discovered, the party who incurred it shall be responsible for its payment and hold the other harmless from any liability therefore.

50. In addition to the above and except as provided otherwise herein, Husband agrees that he shall be responsible for the below listed debts of Husband and Wife. He further agrees that he will pay the same when due and to hold Wife harmless in regard to said debts and to indemnify her for any costs or expenses which she might incur in regard to the same, including attorney's fees and costs for enforcement of this provision:

a. Chase Bank Credit Card ending in 3864.

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51. In addition to the above and except as otherwise provided herein, Wife agrees that she shall be responsible for the below listed debts of Husband and Wife. She further agrees that she will pay the same by February 1, 2023, close said accounts, and to hold Husband harmless in regard to said debts and to indemnify him for any costs or expenses which he might incur in regard to the same, including attorney's fees and costs for enforcement of this provision:

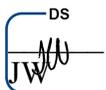
- a. Chase Bank Credit Card ending in 8924; and
- b. Chase Bank Credit Card ending in 9286.

52. In addition to the above and except as otherwise provided herein, Husband and Wife agree that they shall equally be responsible for the below listed debt of Husband and Wife. They further agree that they will pay this debt by December 1, 2022, close said accounts, and to hold each other harmless in regard to said debts and to indemnify each other for any costs or expenses which either might incur in regard to the same, including attorney's fees and costs for enforcement of this provision:

- c. Commerce Bank Credit Card ending in 8663.

### **TAX CONSIDERATIONS**

53. Husband and Wife intend and agree that all transfers of property as provided for herein are subject to the provisions of Section 1041, Internal Revenue Code 1984 as amended entitled, "Treatment of Transfers of Property Between Spouses or Incident to Divorce," and that they shall be accounted for and reported on his or her respective individual tax returns in such a manner so that no gain or loss shall be recognized as a result of the division and transfer of the property as provided for herein. Each party shall file his or her Federal tax returns and report his or her income and losses thereon, consistent with the foregoing intent of reporting the division and transfers of property as a

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non-taxable event.

54. Both of Husband and Wife hereto have been advised that there might be certain tax consequences and substantial tax implications as a result of their entering into this Agreement and that they should consult with a tax attorney or certified public accountant to satisfy themselves of said tax consequences prior to the execution of this Agreement. Each party acknowledges that his or her attorney is not an expert in tax matters, that said attorneys have not rendered advice as to the tax ramifications of this Agreement, and that Federal tax laws may dramatically affect the provisions of this Agreement such that the intentions of Husband and Wife are not fulfilled. Husband and Wife both acknowledge that they have been advised to seek separate counseling or tax advice from a certified public accountant or tax attorney and that they have had the opportunity to do so.

55. To the best of his or her knowledge, all income tax due on all joint returns previously filed by Husband and Wife is paid in full and no known interest or penalties are due and owing, and no tax deficiency proceeding or audit is pending or threatened.

56. If either party becomes aware that a deficiency assessment is made in connection with any of the returns already filed jointly, the party so aware shall notify the other party in writing at once, sending copies of all documentation pertaining thereto.

57. If on the last day of any taxable year for which a tax return is due Husband and Wife were united in marriage, Wife shall join Husband in the execution of a joint Federal income tax return. The tax due on that return shall be paid by Husband and Wife in proportion to their respective net incomes for the year in issue. Further, they agree to divide any tax refund that might be granted for such year in proportion to their respective net incomes for the year in issue.

  
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58. Conversely, if on the last day of the taxable year for which a tax return is due and Husband and Wife are no longer united in marriage they each shall execute and file an individual Federal income tax return. The tax due on that return shall be paid solely by them individually. Further, any tax refund that might be granted for that taxable year shall be their sole separate property.

#### **ATTORNEY'S FEES AND COSTS**

59. Each of Husband and Wife hereto agrees to pay his or her own attorney's fees, costs, and suit money and interest thereon in connection with this pending dissolution of marriage action.

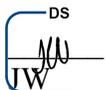
60. Husband and Wife further agree that the non-breaching party in any enforcement action shall receive from the breaching party all of the reasonable attorney's fees and court costs, including those incurred in mediation, arbitration and/or through litigation. These attorney's fees and court costs shall be in addition to any other damages that said non-breaching party shall be entitled to recover as a result of either party failing to comply with the provisions of this Agreement.

#### **DISCLOSURE**

61. Husband and Wife represent to each other that each has made a full disclosure to the other of his or her current financial condition.

62. Husband and Wife further agree that they have reviewed the financial information which each of them feels is necessary to evaluate this agreement and they are each satisfied with the information and knowledge that they have regarding all issues of this case.

63. Each of Husband and Wife represents and states each to the other that each has in good faith made a full and complete disclosure to the other of his or her current financial condition (income, assets, and liabilities) and of his or her personal state of health. Husband and Wife understand that discovery or additional discovery could have been performed by the attorneys to locate, value, and

  
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discover other potential assets and obligations. However, by settling the case with this Marital Settlement Agreement, Husband and Wife are releasing the attorneys from further obligation to perform discovery or additional discovery and are settling based on their own personal knowledge. This clause is not a release of the obligation of Husband and Wife contained in this paragraph to make a full and complete disclosure to each other.

64. Husband and Wife further agree that if an action to set aside this Mediated Marital Settlement Agreement is filed, neither party shall be entitled to further financial discovery until such time as the Mediated Marital Settlement Agreement is actually set aside. The complaining party must be able to return Husband and Wife to the status quo prior to this settlement as a condition precedent in order to maintain any cause of action seeking to rescind this Mediated Marital Settlement Agreement.

#### **REPRESENTATION**

65. Each of Husband and Wife represents that he or she is of sound mind and is healthy. Each party represents to the other that he or she has read this instrument and has had independent legal advice by counsel of his or her own selection in the negotiations of this Agreement and each is signing this Agreement freely and voluntarily, intending to be bound by it. The provisions of this Agreement and its legal effect have been fully explained to Husband and Wife by their respective counsel or each of Husband and Wife represents he or she fully understands the provisions of this Agreement and its legal effect; each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that it is not the result of any duress, intimidation, or undue influence. This Agreement is being entered into for the best interest of Husband and Wife and their child.

  
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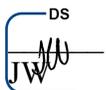
66. Husband acknowledges that he is represented by Christopher H. Morrison, Esq. and has been advised concerning his rights and obligations under this Agreement. He acknowledges that his attorney is not an insurer of the terms and conditions of the Agreement and is not an insurer that Wife will comply with the provisions of the Agreement. Husband represents that he is fully satisfied with his attorney in all respects, including the amount charged for services and costs in connection with this case.

67. Wife acknowledges that she is represented by Steve W. Marsee, Esq. and has been advised concerning her rights and obligations under this Agreement. She acknowledges that her attorney is not an insurer of the terms and conditions of the Agreement and is not an insurer that Husband will comply with the provisions of the Agreement. Wife represents that she is fully satisfied with her attorney in all respects, including the amount charged for services and costs in connection with this case.

#### **DUTY TO PERFORM, MODIFICATION, AND ENFORCEMENT**

68. Neither this Agreement nor any provision thereof shall be waived, amended or modified or deemed waived, amended or modified, except by an agreement in writing, and duly signed, subscribed and acknowledged with the same formalities as this Agreement.

69. The failure of Husband or Wife to insist in any one or more instances upon the strict performance of any of the terms and provisions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such terms or provisions, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by Husband or Wife unless in writing, and duly signed, subscribed and acknowledged with the same formalities as this Agreement.



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70. Husband and Wife agree to perform all those acts and to execute all those instruments, including but not limited to authorizations, deeds, assignments, releases, waivers, or any other instrument, reasonably requested by the other party that are necessary to give effect to this Agreement within fifteen (15) days of the request for same.

71. All provisions of this Agreement shall be enforceable in a court of competent jurisdiction by any available method, and both parties agree to submit themselves to the jurisdiction of said court for this purpose.

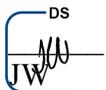
### **MEDIATION**

72. Except as may otherwise be provided herein Husband and Wife agree to attempt to resolve disagreements, disputes, and conflicts regarding the terms of this Agreement by mediation on one (1) occasion as a requirement and condition precedent to judicial intervention in the event that Husband and Wife are unable to do so on their own. Husband and Wife shall be required to discharge these obligations in good faith.

### **ENTIRE AGREEMENT**

73. Husband and Wife hereto have incorporated in this Agreement their entire understanding, and no statement, conversation, agreement, understanding, representation, or other matter of whatsoever kind or character which has heretofore occurred or transpired between them, except as herein expressly set forth, shall have any force or effect.

74. Each party represents to the other that he or she understands and agrees that this Agreement constitutes the entire contract of Husband and Wife. It supersedes any prior understandings or agreement between them upon the subjects covered in this Agreement. There are no representations or warranties other than set forth in it.

A blue ink signature of 'JW' is written over a blue horizontal line. Above the line, the letters 'DS' are printed in a small font.A blue ink signature of 'SDW' is written over a blue horizontal line. Above the line, the letters 'DS' are printed in a small font.

## RELEASES

75. Except as otherwise provided in this Agreement, each party releases the other from all claims or demands up to the date of the execution of this Agreement. Except as otherwise provided, each party waives, releases, and relinquishes all rights that he or she may now have or may hereafter acquire as the other party's spouse under the present or future laws of any jurisdiction:

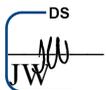
- a. To elect to take against any will or codicil of the other party now or hereafter in force.
- b. To share in the other party's estate.
- c. To act as executor or administrator of the other party's estate.
- d. To share in the other's life insurance policies.

76. Each party hereby releases the other of and from any claims, special equity, demands, dues, debts, rights, or causes of action, except any possible cause of action for dissolution of marriage which either has against the other, and except such claims, special equity, demands, dues, debts, or rights as are provided in this Agreement.

77. Except as set forth specifically herein, each party hereby and forever waives, relinquishes, and releases any and all rights, claims, and interest that he or she may have, past, present, and future, in any and all assets and property of the other party, including but not limited to personal property, real property, corporations, business entities, tangible property, intangible property, retirement benefits, survivor benefits, vested interests, and unvested interest.

## MISCELLANEOUS

78. Husband and Wife shall not disparage or harass, nor allow or encourage any third party to disparage or harass, the other party. Husband and Wife shall not, or allow or encourage any third party to do so, post or leave posted or place now or in the future any negative, harassing, or

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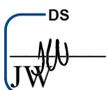
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derogatory (or the like) statements, photographs, postings (or the like) regarding the other party on any social or electronic media, including but not limited to emails, text messages, Facebook, Twitter, Instagram, TikTok, and the like which now exist or such like methods which may exist in the future.

79. Husband and Wife hereto recognize that the beneficiary designation on assets including but not limited to IRA's, 401K's, bank and investment accounts, and life insurance policies may control the disposition of such assets despite any language to the contrary in this Agreement, or the intent of Husband and Wife, or the divorce of Husband and Wife. Therefore, each party understands and agrees that if this Agreement requires that a certain beneficiary (or beneficiaries) be designated for an asset or assets, all beneficiary designations on all such assets shall be reviewed and changed, if necessary, to ensure the proper persons are designated as required under this agreement within 30 days of the date of the signing of this Agreement. Husband and Wife further understand that even if this Agreement does not require that a certain beneficiary be designated for such asset, each party should still review all beneficiary designations on all such assets that they own (or that they will own under the terms of this Agreement), and change the beneficiary designation, if necessary, to ensure that such assets go to the person or persons to whom the owning party desires.

80. Husband and Wife agree that a reconciliation, temporary or permanent, or a further separation after any reconciliation, in no way shall abrogate or affect the provisions of this Agreement concerning the settlement or disposition of alimony, support, or property rights between Husband and Wife in their respective realty and personalty as set forth in this Agreement.

81. Husband and Wife hereto agree that this document is, in fact, the result of joint negotiations between Husband and Wife hereto, and that this Agreement shall not be construed more strongly against either party as the sole author of this document. While Husband and Wife understand that

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this Agreement has been typed by the Mediator, each understands that it has been reviewed, with corrections made, by Husband and Wife and their attorneys. Husband and Wife understand that the Mediator represents neither party and this document is solely the work product of Husband and Wife and not that of the Mediator and neither party has relied on the Mediator for any terms or provisions of this Agreement.

82. The term "dissolution of marriage" shall be deemed to include the term "divorce" or any other term used by other jurisdiction which effectuate the termination of the Bonds of Matrimony.

83. The terms and provisions of this Agreement shall constitute a stipulation in this action for dissolution of marriage between Husband and Wife and shall be offered in evidence in said action, and if acceptable to the Court, this Agreement shall be incorporated by reference in the final judgment, and Husband and Wife shall be ordered to comply with all terms of said Agreement, and the final judgment shall recite that the Court shall retain jurisdiction of Husband and Wife to see that they do comply with the terms of this Agreement.

84. This Agreement shall be binding on the heirs, assigns, and personal representatives of Husband and Wife and shall at all times be controlled and interpreted by the laws of the State of Florida.

85. The obligations and covenants of this Agreement shall survive any judgment of dissolution of marriage and shall not merge therein, and this Agreement may be enforced independent of such judgment.

86. By execution of this Agreement, each party consents to the entry of a Final Judgment approving, ratifying, and adopting this Agreement as the order of the Court and each does hereby consent to the entry of such Final Judgment, after approval of the form of the Final Judgment and

  
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after receipt of the notice of the hearing for the entry of the Final Judgment. If either party opposes the entry of the Final Judgment without cause, that party shall pay all of the other party's reasonable attorney's fees and costs caused by said opposition.

87. Nothing contained in this Agreement is intended to waive either of Husband and Wife' right to be allowed to receive Social Security benefits based on the other party's work record if they should otherwise be eligible.

88. Husband and Wife agree that any reimbursable expense emanating from the Mediated Parenting Plan occurring after its execution shall be reimbursed 59% Wife and 41% Husband.

89. Husband and Wife agree to be bound and to comply with this Agreement upon its execution and prior to the entry of an Order or Final Judgment approving and ratifying same.

**END OF AGREEMENT**

**SIGNATURES ON NEXT PAGE**

  
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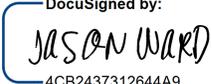
  
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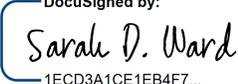
**ELECTRONIC SIGNATURES**

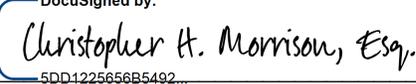
**By affixing my electronic signature below I hereby certify that the information contained in this document is true, correct, and accurate; that I have been open and honest in entering into this Agreement; that I am satisfied with this Agreement; that I intend to comply and to be bound by it as it is in the best interest of our child to do so; and that I entered into this Agreement freely and voluntarily without any coercion, duress, or undue influence from the other party or my attorney.**

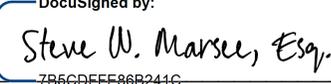
Dated: October 18, 2022

Dated: October 18, 2022

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JASON WARD,  
Husband

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SARAH D. WARD,  
Wife

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\_\_\_\_\_  
Christopher H. Morrison, Esq.  
Florida Bar No. 848654  
Attorney for Husband

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Steve W. Marsee, Esq.  
Florida Bar No. 194999  
Attorney for Wife

  
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Florida Child Support Summary - Jason Ward and Sarah Ward

**CHILD SUPPORT GUIDELINES WORKSHEET**

Number of Overnights with 365 182.0 183.0

Children Live With Others:

<b>Most Overnights With</b>	1	0	1
<b>Tax Credits With</b>	1	0	1

**Percentage share of support** 100.00% 40.74 % 59.26 %

Taxable Income Amounts	COMBINED	Jason	Sarah
Self Employment Taxable Income	0	0	0
Social Security Taxable Income	20,101	8,233	11,868
Other Taxable Income	0	0	0
Taxable Spousal Support Income	0	0	0
Non Taxable Income	0	0	0
<b>GROSS INCOME</b>	20,101	8,233	11,868
Spousal Support Payments			
Deductible This Marriage	0	0	0
Deductible Prior Marriage	0	0	0
Non-Deductible	0	0	0
<b>TOTAL SPOUSAL SUPPORT</b>	0	0	0
Taxes			
FICA - Social Security	1,246	510	736
FICA - Medicare	291	119	172
Self Employment Tax	0	0	0
Federal Income Tax	2,889	1,218	1,671
State/Local/Other Income Tax	0	0	0
<b>TOTAL TAX</b>	4,426	1,847	2,579
Other Deductions			
Mandatory Union Dues	0	0	0
Mandatory Retirement Payment	0	0	0
Parent's Health Insurance Pmts	0	0	0
Child Support Ordered and Paid	0	0	0
<b>Total Other Deductions</b>	0	0	0
<b>Total Deductions</b>	4,426	1,847	2,579
<b>Net Monthly Income</b>	15,675	6,386	9,289

	COMBINED	Jason	Sarah
<b>Minimum Child Support Need</b>	1,721	701	1,020
Shared Support Need	2,582	1,052	1,530
Number of Overnights With	365.0	182.0	183.0
Percentage of Overnights	100.00	49.86	50.14
Payment Share to Other		527	763
<b>Pre Adjustment Transfer</b>		0	236
Child Care Costs Paid	0	0	0
Uncovered Ins/Med/Dental Costs Paid	139	0	139
Day Care/Ins/Med/Dental Costs Share	139	57	82
Day Care/Ins/Med/Dental Share Adjust		57	0
<b>Presumed Amount To Be Paid</b>	SHARED		179
<b>Deviation factors</b>			0
Credit for Derivative Soc Sec Benefit			
<b>ADJUSTED GUIDELINES</b>			179
<input type="checkbox"/> <b>Manual Child Support Amount</b>			
<b>Net Available Income Analysis (For Family)</b>			
<b>Available Income</b>	15,675	6,565	9,110
Per Capita Income		3,283	9,110
Adjusted Affidavit Needs		0	0
<b>Excess/Deficit</b>		6,565	9,110
<b>Available Income Analysis Without Children</b>			
Affidavit Needs Less Child Expenses		0	0
Available Income Without Children	15,675	6,386	9,289
<b>Excess / Deficit Without Children</b>	15,675	6,386	9,289
<b>Percentage Retained - Gross Income</b>		79.74 %	76.76 %
<b>Net Income</b>		102.80 %	98.07 %

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Exhibit "A"