

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT,
IN AND FOR PINELLAS COUNTY, FLORIDA
CASE NO.: 22-001500-FD-24

IN RE: The Marriage of

JOHN DAVID MORRILL,

Petitioner / Husband,

AND

MARICEL B. MORRILL,

Respondent / Wife.

MEDIATED MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between **JOHN DAVID MORRILL**, hereinafter referred to as "Husband" or "Father", and **MARICEL B. MORRILL**, hereinafter referred to "Wife" or "Mother" and collectively hereinafter referred to as "the parties." This agreement is being entered freely and voluntarily at Mediation. Both parties are represented by the undersigned counsel and the Mediator is Amy Cohen.

WITNESSETH

WHEREAS, the Parties were married on **December 30, 2006**. The Parties are currently living together.

WHEREAS, the parties acknowledge that irreconcilable differences exist, that their marriage is irretrievably broken and the parties intend to live separate and apart; and

WHEREAS, the parties have **two (2)** minor children. The names and dates of birth of the children are set forth in the Parenting Plan.

WHEREAS, this cause is currently pending in Pinellas County and the parties mutually desire to settle all issues pertaining to this action, including but not limited to issues concerning their children, spousal support, and equitable distribution so that their respective present and future property and financial rights, claims and demands upon the other, be fully, finally and conclusively settled and determined by this Mediated Marital Settlement Agreement and an Agreed Upon Parenting Plan, that will be executed separately by the parties.

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Wife's Initials



Husband's Initials

WHEREAS, the Parties hereto represent that this Mediated Marital Settlement Agreement is fair and equitable. Both parties are in accord with and understand the terms of this agreement and are entering into this agreement freely, voluntarily and without coercion or duress.

WHEREAS, the parties hereto represent that they have each reviewed this agreement with their attorneys before signing it. Each party has been adequately informed of the wealth, property, estate, income and liabilities of the other party and of their respective rights thereto or has had ample opportunity to obtain such information and freely and voluntarily waives the right to obtain any such further information prior to signing this agreement;

NOW THEREFORE, in consideration of the sum of the mutual and several promises and undertakings hereinafter made and assumed and for good and valuable consideration by each to the other delivered, the receipt and sufficiency of which are hereby acknowledged, the parties do freely and voluntarily agree by and between themselves as follows:

ARTICLE I SEPARATION

1.0 **SEPARATION:** Irreconcilable differences have arisen between the parties and as a result, the Husband and Wife intend to live separate and apart from each other and desire to settle and adjust all matters relating to (a) their marital duties, (b) past, present and future support of the other, (c) all property rights, both real and personal, that each may have by virtue of their marriage or otherwise, and (d) payments in the nature of alimony and all other allowances which either may be entitled to in the event of a separation or Dissolution of Marriage.

ARTICLE II RECONCILIATION

2.0 **RECONCILIATION:** It is the express intention of the parties that a reconciliation in no way shall abrogate or affect the provisions of this agreement concerning the settlement and disposition of property rights between the parties in their respective realty and personal property as set forth in this agreement.

ARTICLE III ALIMONY

3.0 **WAIVER OF ALL FORMS OF ALIMONY:** The Husband and Wife each permanently and completely waive any and all rights to any form of alimony including but not limited to any right they may have by virtue of the marriage to permanent alimony, rehabilitative alimony, durational alimony, temporary alimony, bridge the gap alimony or additional lump sum alimony. The Husband and Wife hereby swear and affirm that they are making this waiver

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freely and voluntarily without coercion or duress. The Husband and the Wife hereby swear and affirm that they have had sufficient time to reflect upon this decision, to discuss it with their respective attorneys and/or to obtain an attorney to provide legal such advice, and hereby swear, affirm and agree that they wish to waive the right, permanently and completely, to obtain alimony from the other party.

ARTICLE IV MINOR CHILDREN

4.0 **SHARED PARENTAL RESPONSIBILITY:** The parties shall have Shared Parental Responsibility and shall retain full parental rights and responsibilities with respect to their minor children. The parties agree that they will make decisions in the best interest of their children and isolate any prior marital conflicts from the role of parent. It is agreed that both parties are fit parents and wish to continue being actively involved in their children's lives as the parties did when the marriage was intact.

4.1 **PARENTING PLAN:** The Wife and the Husband acknowledge that Florida Statutes, Chapter 61.13 requires the court to address, in detail, how parents will share and be responsible for the daily tasks associated with the upbringing of the children and the time-sharing arrangements with respect to each child. The parties will execute a parenting plan.

4.2 **CHILD SUPPORT:** The Parties agree that based upon the equal time sharing of the Parties and the unequal division of the assets, the Parties agree that there shall be no direct child support obligation owed to or from the other Party.


4.3 **CHILDREN'S HEALTH INSURANCE:** The children are currently covered under a health insurance plan through the Mother's employer. The Mother shall continue to maintain health Insurance on the minor children and be solely responsible for the cost of same.

4.4 **UNCOVERED OR UNINSURED MEDICAL EXPENSES:** The parties will divide any uncovered or uninsured reasonable and necessary health care expenses of the children equally. The Wife shall be responsible for 50% and the Husband shall be responsible for 50%. "Uncovered Health Care Expenses" means all ordinary, reasonable and necessary expenses not covered by insurance and incurred for medical, health, dental, psychological or psychiatric care on behalf of the child, including, but not limited to hospitalization, prescriptions, physicians, dentists, orthodontics (including braces), contact lenses and eyeglasses, examinations and insurance copayments. The parties agree that they shall only take the minor children to in-network providers unless there are no in-network providers available or the parties mutually agree to an out of network provider. The parties agree that they will not unilaterally change the health care or dental providers for the minor children without the express authorization of the other parent in writing. If a parent takes a child to an out of network provider when a in-network provider is available and/or without the prior approval of the other parent, the parent who elects

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to do so shall be responsible for one hundred percent (100%) of the uncovered or uninsured expense. A party incurring a charge for reasonable and necessary uncovered medical expenses shall present to the other party the billing statement for said charge within thirty (30) days of receipt of same and the receiving party shall have thirty (30) days to reimburse the incurring party. In the event the incurring party fails to present the receiving party the statement within thirty (30) days, reimbursement shall be waived.

ARTICLE V EQUITABLE DISTRIBUTION

5.0 **EQUITABLE DISTRIBUTION:** As and for an equitable division of marital property, assignment of non-marital property and as and for the payment of marital debts, the parties shall make those transfers, conveyances, assignments, payments and acknowledgments in accordance with the terms, provisions, conditions and covenants as set forth below:

5.1 **REAL ESTATE:** The Parties own the marital home located at 6964 58th Street North, Pinellas Park, Florida.

The Parties agree that the Husband is buying out the Wife's interest in the home. Once the Wife vacates the home as set forth below, the Husband will have exclusive use, possession and ownership of this property. The Parties agree that the Husband owes to the Wife the sum of \$145,000.00 as and for her equity in the marital home. As set forth below, the Husband has an additional equalizing payment owed from the Husband to the Wife in the amount of \$45,000.00 for a total of \$190,000 owed to the Wife from the Husband. The Husband will give the Wife the sum of \$50,000.00 toward the \$190,000.00 within fourteen (14) days of the date of execution of this Agreement.

The Husband shall have ninety (90) days from the date of entry of entry of the Final Judgment of Dissolution of Marriage to refinance the existing liability on the marital home or otherwise remove the Wife's name from the liability. The Husband shall have the obligation to pay to the Wife the remaining \$140,000.00 within ninety (90) days of the date of entry of the Final Judgment of Dissolution of Marriage. The Wife shall have the obligation to vacate the marital home within forty (45) days of her receipt of the total cash sum of \$190,000.00. (This does not include any IRA transfer to the Wife as that is a separate obligation owed from the Husband to the Wife. The Wife shall execute any documentation to assist the Husband in refinancing or otherwise removing her name from the current debt associated with the marital home, which does not obligate her to a new debt on same, including a quit claim deed.

The Parties will maintain the status quo for payment of household expenses until such time as the Wife vacates the marital home. In addition, the Wife shall continue to maintain the Husband on her health insurance policy, until the Final Judgment of Dissolution of Marriage is entered. Once the Wife vacates the marital home, the Husband shall be solely responsible for and



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shall indemnify and hold the Wife harmless from any and all liability associated with the marital home.

5.2 CONTENTS OF THE MARITAL HOME AND OTHER PERSONAL PROPERTY: The parties agree that they will each keep such personal property that was inherited by either of them either before or during the marriage. With regard to the other personal property and household contents, the Parties will attempt to come to a mutual agreement on the division of same. In the event the Parties do not agree, the Parties will mediate the issue of the division of the marital personal property and household contents.

5.3 INHERITANCE ASSETS: During the course of the marriage, the Husband inherited funds that are currently held in Charles Schwab. All of the inherited funds shall remain the sole and separate property of the Husband and the Wife waives all right, title and interest in and to same.

5.4 HUSBAND'S MOTOR VEHICLE: The Husband shall receive exclusive use ownership and possession of the 2020 Ford F250 which is encumbered by a promissory note. The Wife agrees to execute a title transfers or any other document necessary to relinquish all of her right title and interest in this vehicle to the Husband within no more than thirty (30) days of execution of this agreement. Otherwise, upon default thereon, the Final Judgment of Dissolution of Marriage shall act as a conveyance. The Husband agrees to indemnify and hold the Wife harmless for any liability associated with the ownership or operation of these vehicles.

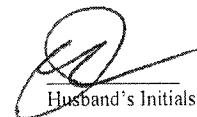
5.5 WIFE'S VEHICLE: The Wife shall receive exclusive right title and interest of the 2020 Hyundai Santa Fe. The Wife agrees to indemnify and hold the Husband harmless for any liability stemming from ownership or use of this vehicle. The Husband warrants that this vehicle in not encumbered in any way and that there are no outstanding liabilities associated with this vehicle.

5.6 RETIREMENT AND INVESTMENT ACCOUNTS: During the course of the marriage the Husband contributed to an IRA account Vanguard and the Wife contributed to a 401 (K) with Fidelity. The Wife shall keep her 401(K) as her sole and separate property. The Parties agree that the Wife will be entitled to forty two (42%) of the Husband's IRA as of the date of filing of this action plus or minus any gains and losses. The date for valuation shall be the date of division of the account.

The Husband has a pension through his former employment with Cox Media Group with a monthly payout of approximately \$927.00. The Parties agree that the Husband shall continue to receive the full monthly payment from this pension. The Parties agree that the Wife shall remain the sole beneficiary of the survivor benefit selected and the Husband shall not change the beneficiary. The Wife shall be entitled to proof that she is the beneficiary and the Husband shall



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provide same upon the reasonable request of the Wife.

5.7 **CHILDREN'S CHECKING ACCOUNT:** The checking account with Bank of America, account ending in (5370), shall be the sole and separate property of the Husband. The Wife waives all right, title and interest in and to this account.

5.8 **JOINT BANKING ACCOUNTS:** The Parties have a joint Bank of America Savings Account (3139) and a Bank of America Checking (3639). The Husband will keep these accounts as his sole and separate property. The Wife will sign any and all documents to remove her name from this account. The Husband will be entitled to keep the funds in this account. The Wife shall keep as her sole and separate property her Bank of America checking (4714). The Husband shall keep as his sole and separate property the Suncoast Credit Union Savings (6917-0000) and Checking (6917-0050) as his sole and separate property.

5.9 **CREDIT CARD, AND OTHER CONSUMER DEBT:** The Parties shall each be solely responsible for and shall indemnify and hold the other party harmless from any credit card or other consumer debt in their sole names.

5.10 **UNSPECIFIED DEBT:** Should there be any debt, payment for which is not specifically allocated to a party under the terms of this Agreement, the party who has incurred such debt shall be solely responsible for the payment of same, and shall hold the other harmless there from.

5.11 **CREDIT CARD & DEBT INDEMNIFICATION:** Each of the parties hereto represents that he or she has not contracted and will not hereinafter contract any debt, 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, in any event, to indemnify and hold the other and the estate of the other harmless therefrom in all respects unless otherwise specifically provided for within the confines of this agreement. The indemnification and hold harmless agreement herein is in the nature of support, not dischargeable in bankruptcy, and the indemnification includes any liability that may be incurred by the party indemnified and held harmless for any and all costs and attorney's fees.

5.12 **ADDITIONAL EQUALIZING PAYMENT:** See above in the real estate section.

ARTICLE VI INCOME TAX FILINGS

6.0 **TAX RETURN 2021:** The Parties have already filed a joint tax return for 2021. The Husband shall be entitled to claim the dependency exemption regarding the minor child **Mark David Morrill, born June 16, 2009**. The Wife shall be entitled to claim the dependency

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exemption regarding the minor child **Kyle David Morrill born August 16, 2007**. When there is only one remaining minor child, the parties agree to rotate the remaining deduction with the Husband having same in odd tax years and the Wife having same in even tax years.

6.1 **ATTORNEY'S FEES:** The parties acknowledge that any attorney involved with this agreement does not claim to be an expert in tax matters. Each party states that he or she has consulted or has had the opportunity to consult with a tax professional to fully evaluate the tax implications and consequences of this agreement.

ARTICLE VII ATTORNEY FEES

7.0 **RESPONSIBILITY FOR FEES:** The parties have agreed that they will each be individually responsible for their attorney's fees.

ARTICLE VIII GENERAL PROVISIONS

8.0 **EXECUTION OF DOCUMENTS:** The parties hereto agree to execute any and all documents necessary to comply with the terms and provisions of this Marital Settlement Agreement and the Parenting Plan that has been separately executed in this action.

8.1 **WAIVER OF RIGHTS TO OTHER PARTY'S ESTATE:** Other than as set forth herein, each party hereby waives any and all rights to the following:

- (a) to inherit any part of the estate of the other at his or her death;
- (b) to take property from the Estate of the other by devise or bequest, except under a Will or Codicil dated subsequently to the date of this Agreement;
- (c) to act as the Personal Representative under the Will of the other, unless so nominated by a Will or Codicil dated subsequently to the date of this Agreement;
- (d) to act as the Personal Representative of the Estate of the other on intestacy unless nominated by another party legally entitled to so act.

8.2 **HOLDING OTHER PARTY FREE AND HARMLESS:** With respect to past, present and future liabilities and obligations:

- (a) Husband warrants to Wife that he has not incurred (except as otherwise specified in this Agreement) any liability or obligation for which Wife is or may be liable. If a claim or action is brought attempting to hold Wife liable for any

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such liability or obligation he shall, at his sole expense, defend Wife against any such claim or action, whether or not well founded, and he shall hold Wife free and harmless for the same and pay the cost of her reasonable attorney's fees.

(b) Wife warrants to Husband that she has not incurred (except as otherwise specified in this Agreement) any liability or obligation for which Husband is or may be liable. If any claim or action is brought attempting to hold Husband liable for any such liability or obligation she shall, at her sole expense, defend Husband against any such claim or action, whether or not well founded, and she shall hold Husband free and harmless for the same, and pay the cost of his reasonable attorney's fees.

8.3 RELEASE OF PROPERTY: Except as otherwise provided herein, each party does hereby waive, release and otherwise renounce any and all right to seek additional forms of alimony, equitable distribution, or their interest in the property of the other, including trust funds and accounts and acknowledges that the provisions for the distribution of the property contained in this agreement are intended to be a full, fair, and complete property settlement agreement and division of all marital assets and obligations.

8.4 NON MERGER OF AGREEMENT: In the event the Husband or the Wife at any time, hereafter obtains a Dissolution of Marriage, this Agreement and all of its provisions shall be incorporated into a Final Judgment for Dissolution of Marriage, either directly or by reference, but notwithstanding said Incorporation, this Agreement shall be effective upon execution of both parties and shall be enforceable as a legal contract with independent legal significance unrelated to the Dissolution of Marriage proceedings. The Court on entry of the Final Judgment for Dissolution of Marriage shall retain the right to enforce the provisions and terms of the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the parties hereto.

8.5 DISCLOSURE: Pursuant to Rule 12.285 (a) Fla. Fam. L.R.P., the parties hereby acknowledge that have filed Financial Affidavits and have complied with mandatory disclosure. will both file financial affidavits when the Petition for Dissolution of Marriage is filed. The Parties acknowledges that they have been provided a financial affidavit from the other and full and fair disclosure by the other prior to entering into this agreement including all documents that would be required under mandatory disclosure The Parties acknowledges and agrees that they have had ample opportunity to review the disclosure provided by the other, to request any additional disclosure or information, and that they have reviewed the same with counsel of their choosing or freely and voluntarily waived the right to do so.



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8.6 **LATER-ACQUIRED PROPERTY:** Husband and Wife confirm that any and all property received or acquired by either of them after the date of this Agreement, including rents, earnings, purchases, gifts, trust receipts, and insurance proceeds, shall be the non-marital property of the receiving or acquiring party.

8.7 **LAWS OF FLORIDA TO GOVERN:** This Agreement shall be construed in accordance with the laws of the State of Florida, entirely independent of the forum and political jurisdiction where it may come up for construction or enforcement. If a Court of competent jurisdiction at any time after entry of a Final Judgment of Dissolution of Marriage holds that a portion of this Agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect. The parties agree that Florida is the jurisdiction having the greatest interest in the subject matter of this Agreement in that the Agreement was prepared and executed in Florida, the parties are residents of Florida, and the parties maintained a marital domicile in Florida.

8.8 **CONSTRUCTION AND HEADINGS:** The headings contained herein are for convenience only and are not to be utilized in constructing the provisions contained herein. Each party has reviewed and revised this Agreement. The rule of construction that ambiguities are to be construed in favor of the non-drafting party shall not be employed in the construction of this Agreement.

8.9 **SEVERABILITY:** This Agreement is severable. If any portion or section hereof is unenforceable, this shall not render the remainder of the Agreement unenforceable.

8.10 **TAX ADVICE:** Both parties acknowledge that they have not received tax advice from their respective counsel concerning the tax consequences of this Agreement. Each party has had an opportunity to consult with a tax specialist or accountant of his or her own choosing.

8.11 **FULL AGREEMENT:** Each party fully understands the facts and has been informed of his or her legal rights and obligations hereunder, and each is signing this Agreement freely and voluntarily, intending to be bound by it. Each party understands and agrees that this Agreement constitutes the entire contract of the parties; it supersedes any prior understandings or agreements on the subjects covered in this Agreement. There are no representations or warranties other than those set forth herein. The parties acknowledge that this Agreement constitutes the full, complete, and final settlement of all alimony rights, property rights, liabilities, and other responsibilities between the parties hereto and it is further a full, complete, and final settlement of all claims of any nature whatsoever that either party may have against the other, now or hereafter, except and expressly provided for herein.



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8.12 **EXECUTION OF DOCUMENTS:** Each party shall cooperate in executing any and all documents and other papers necessary to effectuate this Agreement and carry out its terms.

8.13 **CONFIDENTIALITY:** Other than for the purpose of filing this agreement with the Court and for purposes of carrying out or enforcing the terms of this agreement, the parties hereto agree that due to the private nature of the personal and financial information of the parties, the contents of this Agreement and the pleadings in this case are confidential, and shall not be disclosed to a third party, except to a third party with whom a party has a strict confidential relationship, such as an attorney, psychologist, accountant or the like, or by Court Order.

8.14 **BANKRUPTCY:** Each party agrees that the financial obligations assumed by each towards the other, directly or indirectly, as a result of this Agreement, shall not be dischargeable in bankruptcy. The parties further agree that all such obligations are non-dischargeable under the U.S. Bankruptcy Code. If a bankruptcy petition is filed, the Debtor party agrees to reaffirm the indebtedness then owed by the other party. Should Bankruptcy Court action prejudice either party in the collection of money or receipt of property hereunder, such action shall constitute as substantial change in circumstances so as to justify a modification of the terms and conditions of the Agreement by the Court.

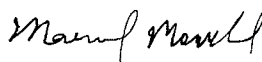
8.15 **EFFECTIVE DATE:** The effective date of this Agreement shall be the date that is last executed by either party.

8.16 **FINAL HEARING.** The parties agree to proceed to Final Hearing at the first available date following the Wife vacating from the marital home. Both waive the thirty (30) day notice period to proceed to final hearing.

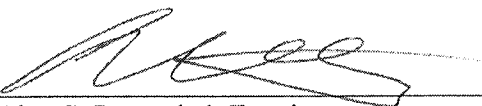
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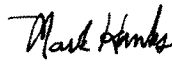
John David Morrill, Petitioner/Husband




Maricel B. Morrill, Respondent/Wife



Alan S. Rosenthal, Esquire



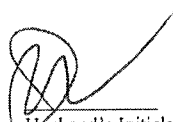
Mark Hanks, Esquire



Amy G. Cohen, Mediator



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Sent for signature to Mark Hanks (mhanks@attorneyhanks.com), Maricel B. Morrill (maricelmorrill@gmail.com) and Amy G. Cohen (amy@amygcohenpa.com) from rosenthallaw@tampabay.rr.com
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SIGNED

07 / 15 / 2022

02:59:08 UTC

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SIGNED

07 / 16 / 2022

00:54:11 UTC

Signed by Mark Hanks (mhanks@attorneyhanks.com)
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The document has been completed.