

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA

RE: The Marriage of  
JEFFREY T. MARTIN,  
Petitioner/Husband,

and

COURTNEY M. MARTIN,  
Respondent/Wife.

CASE NO.:  
DIVISION:

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**NOTICE OF FILING MARITAL SETTLEMENT AGREEMENT**

NOTICE IS HEREBY GIVEN that the original of the Marital Settlement Agreement dated May 17, 2022, has been filed with the Court in the above-styled cause.



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**Attorney for Husband**

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA

RE: The Marriage of  
JEFFREY T. MARTIN,  
Petitioner,

CASE NO.: \_\_\_\_\_

and

COURTNEY M. MARTIN,  
Respondent.

MARITAL SETTLEMENT AGREEMENT

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

THIS AGREEMENT made this 17<sup>th</sup> day of MAY, 2022, by and  
between **JEFFREY T. MARTIN**, hereinafter referred to as the "Husband", and **COURTNEY  
M. MARTIN**, hereinafter referred to as the "Wife", and collectively as the "parties" hereto.

**WITNESSETH:**

WHEREAS, the parties are husband and wife; and

WHEREAS, there are the following minor children of the marriage: EM, who was  
born in 2006, and, SM, who was born in 2009; no additional issues are contemplated; and

WHEREAS, in consequence of disputes and irreconcilable differences, the parties  
have separated; and

WHEREAS, in view of their intention to live apart for the rest of their natural lives,  
they desire to settle their respective property rights and agree on support provisions for  
each other and the issues of the marriage.

  
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NOW, therefore, in consideration of the mutual covenants, promises, conditions, provisions and undertakings contained herein, and other good and valuable consideration, the parties hereto do mutually covenant and agree as follows:

**ARTICLE I - SEPARATION**

The parties shall at all times hereinafter continue to live separate and apart free from interference by each other. Each party may reside at the place or places he or she may select within the restrictions set forth hereinbelow.

**ARTICLE II - PARENTING PLAN**

The parties have mutually agreed to a Parenting Plan which governs the rights and responsibilities of each parent concerning the care of the minor children. Furthermore, the Parenting Plan sets forth a specific and detailed schedule for timesharing with the minor children. The Parenting Plan is attached hereto and incorporated by reference herein as Exhibit "A". The parties agree that the Parenting Plan is in the best interest of the minor children.

**ARTICLE III - MUTUAL WAIVER OF CHILD SUPPORT**

1. Given the parties' equal timesharing schedule and the Father's payment of private school tuition, neither parent shall pay child support to the other.

2. The parties shall each be responsible for fifty percent (50%) of the payment of any and all mutually agreed upon fees, costs and expenses for a child inclusive of, but not limited to, the following: books; field trips; yearly pictures; all school activities; extracurricular activities; sports fees; private lessons or tutoring; uniforms; clubs; school lunches; and, any other mutually agreed upon expense until each child is no longer eligible

  
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for support. In the event a party is required to pay advance sums for expenses for the benefit of a child, then that party shall furnish receipts to the other party within thirty (30) days upon payment of that expense; and, reimbursement in the amount of fifty percent (50%) shall occur within thirty (30) days of the date the receipt for payment was furnished to the non-paying party.

3. The Husband shall maintain health insurance for the health of each minor child.

4. In the event either party is required to pay advance sums for medical, dental, orthodontic, ophthalmic, psychological or prescription providers for the care and benefit of the minor child, then that party should promptly furnish receipts to the other party upon payment of that expense; and, until the youngest child is no longer eligible for support, reimbursement from the Husband to the Wife shall be in the amount of fifty percent (50%) and from the Wife to the Husband in the amount of fifty percent (50%) and shall occur within thirty (30) days of the date the receipt for payment was furnished to the non-paying party. Both parties shall cooperate with one another regarding the submission of claims for reimbursement to the insurance carrier and shall exchange insurance cards for use by either party. The party making the reimbursement shall pay either the other party if the bill has been paid, or the medical provider directly if the bill is outstanding.

5. The Wife shall be entitled to declare the child, SM, as a dependent on her Federal Income Tax Returns for the year 2022 and each and every year thereafter for so long as the child is eligible to be claimed as a dependent on the Wife's Federal Income Tax Returns. The Husband shall be entitled to declare the child, EM, as a dependent on his Federal Income Tax Returns for the year 2022 and each and every year thereafter for so

  
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long as the child is eligible to be claimed as a dependent on the Husband's Federal Income Tax Returns. Once the child, EM, is no longer eligible to be claimed as a dependent on the Husband's Federal Income Tax Returns, the parties shall rotate the dependency exemption for the minor child, SM, with the Wife receiving the first credit. The parties hereby agree to execute any and all documents and/or declarations releasing the claim to the dependency exemption to the other party each year, specifically IRS Form 8332, to effectuate the foregoing right of tax exemption. All documents necessary to be executed by each party shall be executed and actually provided to the other party within ten (10) days of a written demand.

6. As child support, the Husband shall pay 100% of the tuition costs for both children to attend Pensacola Christian Academy through their completion of high school, or until each child is aged 19 years, whichever comes first.

#### **ARTICLE IV - ALIMONY**

1. The Husband shall pay durational alimony to the Wife for eight (8) years through direct deposit transfer to the Wife as detailed herein. Commencing May 1, 2022, and continuing until May 30, 2030, the Husband shall pay durational alimony to the Wife in the amount of \$2,100.00 per month to be paid in accordance with his pay schedule. The Husband's alimony obligation to the Wife shall automatically terminate on May 30, 2030, upon the death of either party, or the remarriage of the Wife, whichever occurs first. The Husband shall pay said alimony to the Wife directly. Except for the alimony provision set forth herein, both parties agree to waive any and all rights to any additional forms of alimony, separate maintenance or spousal support of any kind, manner or additional

  
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duration.

2. The Husband shall secure, obtain or otherwise maintain a policy of life insurance on his life naming the Wife beneficiary on said policy to ensure his alimony obligation. The Husband's policy shall have a death benefit of no less than \$250,000.00 to ensure his support obligations. The Husband shall maintain the \$250,000.00 insurance amount until May 30, 2030. The Husband shall be entitled to reduce the benefit payable to the Wife by \$25,000 each year in the month of June. The Husband shall provide information regarding his policy including proof of the existence of said policy, the death benefit and the beneficiary designation within thirty (30) days of the date of the execution of this Agreement and on an annual basis thereafter or upon written request by the Wife.

**ARTICLE V - DIVISION OF REAL AND PERSONAL PROPERTY**

1. The parties own the following described real property located in Escambia County, Florida, to-wit: 144 Sugarberry Road, Pensacola, FL 32514, legally described as:

**Lot 12, Block D, River Gardens, Third Addition, according to the Plat thereof, recorded in Plat Book 17, Pages 55 and 55A, of the Public Records of Escambia County, Florida.**

**Subject to easements, restrictions and reservations of record and taxes for the year 2019 and thereafter.**

and hereafter referred to as the marital home. The Husband shall have the exclusive use and occupancy of the marital home effective May 1, 2022, and shall be solely responsible for any and all household expenses including, but not limited to, utilities, maintenance/repairs, lawn, pest control, mortgage/note, taxes, insurance and

  
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miscellaneous household expenses, and agrees to indemnify and hold the Wife harmless from same. The Wife shall transfer to the Husband all of her right, title and interest in said property by Quit Claim Deed simultaneous with the receipt of the court executed qualified domestic relations order as set forth in section 5 below. The Husband shall receive all equity in the property.

2. The parties own the following described real property located in Escambia County, Florida, to-wit: 8897 Bellawood Circle, Pensacola, FL 32514, legally described as:

**Lot 22, Block "B", Final Plat of Bellwood, according to the Plat thereof, recorded in Plat Book 19, Page(s) 49, of the Public Records of Escambia County, Florida.**

**Subject to easements, restrictions and reservations of record and taxes for the year 2022 and thereafter.**

The Wife shall have the exclusive use and occupancy of this property effective May 1, 2022, and shall be solely responsible for any and all household expenses including, but not limited to, utilities, maintenance/repairs, lawn, pest control, mortgage/note, taxes, insurance and miscellaneous household expenses, and agrees to indemnify and hold the Husband harmless from same. The Wife shall refinance the marital home to remove the Husband as an obligor on the note and mortgage associated with the home when mortgage rates reach a level commensurate with her earnings and she is able to obtain financing. The Husband shall transfer to the Wife all of his right, title and interest in said property by Quit Claim Deed simultaneous with the Husband's name being removed from all liability associated with the home. The Wife shall receive all equity in the property.

  
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3. The Wife shall have the exclusive use of the 2016 Toyota Highlander. She shall be responsible for all debt, upkeep, and maintenance associated with said asset and hold the Husband harmless. The Husband shall transfer to the Wife any and all of his right, title and interest in said asset, and sign any documents necessary to effectuate that result.

4. The Husband shall have the exclusive use and ownership of the 2015 Toyota Tacoma, the 1970 VW Beetle, and 1959 VW Single Cab. He shall be responsible for all debt, upkeep, and maintenance associated with said assets and hold the Wife harmless from any liability thereon. The Wife shall transfer to the Husband any and all of her right, title and interest in said assets, and sign any documents necessary to effectuate that result.

5. The Wife shall receive the TransAmerica 403(b) account #0001 and Victory Roth account #4284, and the Husband shall receive the Delaware Resource Group Charles Schwab 401(k) account #6090; the Victory Roth IRA account #8721, and the Fidelity 401(k) account #8905. As equitable distribution, including consideration of the Wife's interest in the marital home and the parties' financial accounts, the Wife shall receive \$202,986 from the Husband's Delaware Resource Group Charles Schwab 401(k) as of May 1, 2022, plus gains and losses attributable to such portion from that date forward, by qualified domestic relations order. The parties agree to utilize Matthew Lundy Law to prepare the qualified domestic relations order, and that the cost of preparation shall be equally divided between the parties.

6. As additional equitable distribution, the Husband shall pay the Wife the sum of \$30,000 on or before May 6, 2022.

  
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7. The Husband is retired from the military. The Wife is entitled to a portion of the Husband's disposable military retired pay in recognition of her property interest therein. The wife shall receive 25% of the Husband's disposable military retired pay. The Court shall reserve jurisdiction to enter any Military Pay Order or other Order necessary to effectuate this division.

8. The parties shall have the exclusive use and ownership of the property now in their possession and not specifically mentioned hereinabove. Additionally, the parties shall be the sole owners of any and all property acquired solely by them since February 17, 2022, as well as any accounts or assets held in their individual names, not expressly addressed herein.

9. The parties agree to waive any and all claims for equitable distribution other than as expressly set forth herein.

10. The parties agree that the cut-off date for determining assets and liabilities to be identified or classified as marital assets and liabilities is February 17, 2022.

#### **ARTICLE VI - DIVISION OF MARITAL DEBTS**

1. The Wife shall be solely responsible for and pay any and all individual debts held in her name alone and hold the Husband harmless from any liability thereon.

2. The Husband shall be solely responsible for and pay any and all individual debts in his name alone and hold the Wife harmless from any liability thereon.

3. Except as stated above, the parties' individual and separate liabilities will be their separate and respective responsibilities. Each of the parties shall hold the other party harmless from any liability associated with their separate debts. If a past debt is

  
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discovered, the party who incurred it shall be responsible for its payment and hold the other party harmless from any liability on it.

4. Neither party shall incur any obligations in the future for which the other may become liable.

5. The parties represent and warrant to each other that they have not incurred any debts or made any contracts since February 17, 2022, for which the other party or the other party's estate may be held liable.

**ARTICLE VII - ATTORNEY'S FEES**

Each of the parties shall be responsible for and pay their own respective attorney's fees and costs associated with this uncontested dissolution of marriage.

**ARTICLE VIII - SUBSEQUENT DIVORCE ACTION**

Nothing contained in this Agreement shall be construed to prevent either party from instituting an action to dissolve the marriage in any competent jurisdiction subject to the following: this Agreement may be offered into evidence by either party in any dissolution of marriage action. If acceptable to the Court, it may be incorporated by reference in the judgment rendered. Notwithstanding incorporation in this Judgment, this Agreement will not be merged in it but shall survive the judgment and be binding on the parties at all times.

**ARTICLE IX - MUTUAL RELEASE**

Except as provided in this Agreement, each party releases the other from all claims and 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 have or may hereafter require as the other party's spouse, under the present or future laws of

  
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any jurisdiction.

**ARTICLE X - EXECUTION OF DOCUMENTS**

Within ten (10) days of written demand, each party shall execute, acknowledge and deliver all documents or instruments required to carry out the provisions of this Agreement.

**ARTICLE XI - CHOICE OF LAW**

In the event disputes arise concerning this Agreement or in the event post dissolution of marriage actions are commenced, the parties mutually agree that the appropriate venue shall be in the Circuit Court in and for Escambia County, Florida.

**ARTICLE XII - SITUS AND PARTIES BOUND**

This Agreement shall be construed and governed in accordance with the laws of the State of Florida, and shall be binding on the parties, their heirs, successors, assigns and estates.

**ARTICLE XIII - BANKRUPTCY**

The obligations of each party, as set forth in this Agreement, shall not be subject to discharge in bankruptcy.

**ARTICLE XIV - ENFORCEMENT**

In the event either party to this Agreement defaults in his or her obligations hereunder, the party in default shall be liable to the non-defaulting party for all reasonable expenses incurred, including attorney's fees and costs, in the event of the necessity for enforcement proceedings.

**ARTICLE XV - RECONCILIATION**

The parties recognize the possibility of a reconciliation. It is their intention that a

  
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reconciliation, temporary or permanent, or a further separation after any reconciliation, in no way shall abrogate the provisions of this Agreement concerning the settlement and disposition of the property rights between the parties in their respective realty and personalty as set forth in this Agreement.

#### **ARTICLE XVI - REPRESENTATION**

The parties represent to each other that:

- A. Each has had, or has been advised to seek independent legal advice by counsel of his or her selection in the negotiation of this Agreement. Each party understands the facts and has been informed fully as to his or her legal rights and obligations. Each is signing the Agreement freely and voluntarily intending to be bound by it.
- B. Each party has made a full disclosure to the other of his or her assets and current financial condition.
- C. Each party understands and agrees that this Agreement constitutes the entire contract between the parties and supersedes any prior understandings or agreements made by them on the subjects covered in this Agreement. There are no representations or warranties other than those set forth in this Agreement.
- D. Each party has executed this Agreement freely and voluntarily of his or her own will, without any constraint, fear, apprehension or compulsion on the part of either of the parties.
- E. The consideration for this Agreement is the mutual benefit to be obtained by

  
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the parties and the promises of each to the other. The adequacy of the consideration for this Agreement is admitted by the parties.

- F. Each of the clauses of this Agreement shall be independent and severable. If any part of the Agreement shall be disallowed or ruled invalid it shall not affect the validity of any other part of this Agreement.
- G. In the event of reconciliation, the parties understand that matters dealing with the property division shall continue to be binding unless agreed to otherwise in writing.
- H. The parties hereby acknowledge that the Husband is represented by Travis R. Johnson in the negotiation, drafting and execution of this Agreement, its effects and legal ramifications. The Wife asserts that neither Travis R. Johnson, nor any person associated with Meador & Johnson, P.A., has in anyway given her legal advice. Furthermore, that each party has had full opportunity for independent legal advice from an attorney of his or her own selection, throughout the negotiation of this Agreement. Each party has been fully informed, as to his or her legal rights and obligations, has signed this Agreement freely and voluntarily, and intends to be bound by it.
- I. The parties hereby acknowledge and agree that each has had the opportunity to retain his or her own accountants, certified public accountants, tax advisors, or tax attorneys with reference to the tax implications of this Agreement. Further, the parties acknowledge and agree that their signatures on this Agreement serve as their acknowledgment that they have read this

  
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particular paragraph and have had the opportunity to seek independent tax advice. Additionally, the parties hereby specifically acknowledge and agree that neither attorney Travis R. Johnson nor anyone associated with the law firm of Meador & Johnson, P.A., has in any way rendered tax advice to either party, has specifically advised both parties to seek independent counsel from their own accountants, certified public accountants, tax advisors, or tax attorneys with regard to any possible tax implications of this Agreement.

[Intentionally left blank]

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals on the day and year first above written.

  
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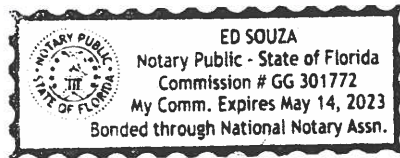
  
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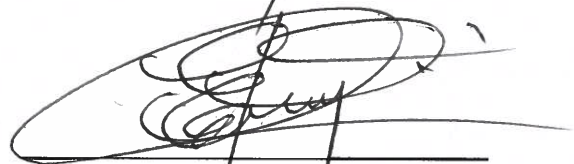
  
JEFFREY T. MARTIN

STATE OF FLORIDA  
COUNTY OF ESCAMBIA \_\_\_\_\_

Before the subscriber personally appeared **JEFFREY T. MARTIN**, who produced the following identification FLDL, in and who executed the foregoing instrument and acknowledged that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal on this 17<sup>th</sup> day of MAY, 2022.



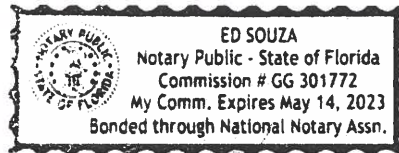
  
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COURTNEY M. MARTIN

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before the subscriber personally appeared **COURTNEY M. MARTIN**, who produced the following identification FLDL, in and who executed the foregoing instrument and acknowledged that he executed the same for the uses and purposes therein set forth.

Given under my hand and official seal on this 17<sup>th</sup> day of MAY, 2022



  
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