Case No.

MARITAL SETTLEMENT AGREEMENT WITH PROPERTY, BUT NO DEPENDENT CHILDREN

THIS AGREEMENT made and entered into this 27th day of November 2019 and between JERIEL CAMPBELL (herein after referred to as "HUSBAND") and TAMMY CAMPBELL (hereinafter referred to as "WIFE"), both of whom reside in the State of Florida.

W I T N E S S E T H:

WHEREAS, the parties to this Agreement were lawfully married to each other on May 30, 1995, in Fort Lauderdale, Florida; and

WHEREAS, based upon the irreconcilable differences which have arisen between the parties, they have separated and intend to live separate and apart for the rest of their lives; and

WHEREAS, the parties desire to resolve and define their respective rights and responsibilities as to each other and as to the disposition of their property; and

WHEREAS, the parties hereto have been fully, separately and

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*** FILED: BROWARD COUNTY, FL BRENDA D. FORMAN, CLERK 12/09/2019 05:11:34 PM.****

independently apprised and advised of their respective legal rights, remedies, privileges and obligations arising out of the marital relationship or otherwise, by separate and independent counsel of their own choice and selection, and each has been fully informed of the other's assets, liabilities, property holdings, income and expenses, and each party has made full disclosure of same to the other; and

WHEREAS, the parties hereto each warrant and represent to the other that each of them fully understands all of the terms, covenants, conditions, provisions and obligations incumbent upon each of them hereunder, and each believes the same to be fair, just and reasonable.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and of other good and valuable considerations, receipt of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS:** The recitals of fact set forth above are confirmed and agreed to by and between the parties hereto, as being in all respects true and correct and are hereby incorporated into this Agreement. This Agreement shall be effective as of the date

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of the last signature of either party.

2. **INTENT:** The parties desire to settle all of their respective rights and obligations by this Agreement, as it is their intention to live apart for the rest of their lives. Therefore, each agrees to the provisions of this Agreement for the Husband and Wife.

3. **SEPARATION:** At the time of the execution of this Agreement, the parties are not living together and intend to continue to live separate and apart, each being freed of any and all marital responsibilities and duties to the other as if the parties were single and unmarried. Neither party shall hereafter annoy, harass, or interfere with the life, business, or personal affairs of the other.

4. **CONSIDERATION:** In consideration of the mutual promises contained herein and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as stated below.

5. **PERSONAL PROPERTY:** The parties agree that all acquired personal property will remain in the possession of the holder as of the date of separation.

6. **REAL PROPERTY:** The parties agree that all acquired real

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property will remain in the possession of the holder as of the date of separation, and that specifically the Husband's real property located at 5874 Champion Lane, Ave Maria, FL 34142, purchased by the Husband during the marital separation of the parties, shall be the Husband's sole and separate property, and that the Wife waives any and all interest she may have in that property.

7. **MARITAL RESIDENCE.** The marital residence, located at 7413 NW 51st Way, Coconut Creek, FL 33073 was sold in June of 2016 during the marital separation and the proceeds were equitably divided.

8. **ALIMONY:** Husband agrees to pay Wife one thousand seven hundred dollars ($1,700.00) dollars every month until December 2020, and then beginning January 1, 2021, the Husband agrees to pay the Wife one thousand eight hundred ($1,800.00) dollars until he reaches 65 years of age in September 2028, upon the execution of this agreement as durational alimony.

9. **MARITAL ASSETS:** The Petitioner/Husband has 401k accounts from Motorola, Blackberry, and Thales. The 401k accounts and investments with Motorola, Blackberry, and Thales, shall be equitably distributed (50%/50%) and shall be based upon their total value as of the date of filing of the divorce petition. That the

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Wife's equitable distribution of the Husband's 401K accounts shall inure to the benefit of the Wife, as of the date the divorce action is filed with the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida. The Respondent/Wife is entitled to the entry of a Qualified Domestic Relations Order (QRDO) for her share of the respective Motorola, Blackberry, and Thales accounts. The parties agree to equally split the cost of having the QDROs prepared and completed. The parties also each have pensions, which are respectfully equal in value, and as such, each party will retain their respective pensions as their sole and separate property.

10. **DIVISION OF MATERIAL DEBTS AND LIABILITIES:** The parties agree that the Husband and Wife shall be responsible for their own personal debts. If a prior debt is subsequently discovered, the party who incurred it agrees to hold the other party harmless from any liability, and assumes all responsibility for the payment of such debt.

11. **AUTOMOBILES:** The parties shall keep and maintain the automobiles in their possession.

12. **LIFE INSURANCE:** The parties recognizing the need for alimony agree that the Petitioner/Husband shall designate an

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amount of no less than $200,000.00 of his life insurance policy from his job to secure the alimony obligation. The Petitioner/Husband shall name Respondent/Wife as the sole beneficiary on the designated portion of his life insurance policy secured through his employer and provide written proof to the Wife, upon request, that the policy premiums have been paid, until his alimony obligation ends in September 2028. If the Husband should lose his employment prior to his alimony obligation terminating, then the Husband shall obtain another life insurance policy to secure his alimony obligation.

13. **ATTORNEY'S FEES AND COSTS:** Each party shall be fully responsible for his or her own attorney's fees and costs related to this Agreement. The parties agree to split the cost of filing this action with the Court.

14. **CHOICE OF LAW:** In the event disputes arise concerning this Agreement, the parties mutually agree that either party may petition the Circuit Court in and for Broward County, Florida.

15. **CONSTRUCTION:** The laws of the State of Florida shall govern the validity, construction, interpretation and effect of this entire Agreement.

16. **MODIFICATION:** Any agreement in modification of this

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agreement shall be unenforceable, unless in writing and signed by both parties and/or as ordered by the Court.

17. **BANKRUPTCY:** The obligations of this Agreement shall not be subject to discharge in bankruptcy.

18. **RECONCILIATION:** The parties recognize the possibility of reconciliation. However, it is their intention 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 and disposition of property rights between the parties in their respective realty and personally as set forth in this Agreement.

19. **DEFAULT:** 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, in the enforcement of obligations created by this Agreement.

20. **MUTUAL RELEASE:** Except as otherwise provided in this Agreement:

1. Each party releases the other from all claims, demands due, debts, rights or causes of actions up to the date of this Agreement;

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2. Each party hereby irrevocably releases and relinquishes all claims, rights and interests which that party may now have or may hereafter acquire in any property real, personal or mixed, of the other party, whenever and however such property may have been or may be acquired, by the said other party, and each party represents that all of said property, real, personal and mixed, owned by either of the parties at the time of their marriage or subsequently acquired, separately or together, and owned by the parties or either of them at the time of their separation, has heretofore been equitably divided and apportioned between them and each party hereby ratified and affirms that division;

3. 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 in force. This shall not apply to any wills or codicils executed after the date of this Agreement.

(b) To share in the other party's estate and to exercise any right of dower or curtesy he or she may now have or hereafter

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acquire in the other party's estate;

(c) To act as administrator or executor of the other party's estate, except only as provided by will or codicil executed after the date of this Agreement.

5. Each party shall promptly execute all documents necessary to fulfill the terms of this Agreement.

21. **REPRESENTATIONS:** The parties jointly represent:

1. That each has made a full and complete disclosure to the other of his or her current financial situation, and that each fully understands the implications of said disclosure.

2. That each has had independent legal advice from an attorney of his or her own selection, throughout the negotiation of this Agreement. Each party has been fully informed by counsel as to his or her legal rights and obligations, has signed this Agreement freely and voluntarily, and intends to be bound by it.

3. That each understands and agrees that this Agreement supersedes any and all prior Agreements between the parties.

4. That this Agreement represents a complete resolution of all matters in dispute, and that neither party has made any representations, promises or warranties to the other except as set forth in this Agreement.

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22. **NO FEDERAL INCOME TAX ADVICE:** The parties hereby acknowledge that they have been advised by their respective attorneys to seek their own independent tax advice by retaining an accountant, certified public accountant, tax attorney, or tax advisor with reference to the tax implications involved with this agreement.

The parties hereto acknowledge and agree to that they have had the opportunity to retain their own accountants, certified public accountant, tax attorney, or tax advisor with reference to the tax implications of this agreement.

The parties hereby acknowledge that they have not received any tax advice by his or her attorney.

23. **CAPTIONS:** Paragraph captions have been used throughout this Agreement for convenience and reference only, and are not intended to and shall not be used in any manner whatsoever in the construction or interpretation of this Agreement or any provisions hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above-mentioned.

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Witnesses as to Husband:

1. M.A. Stellabelli

2. Gareth Bullock

JERIEL CAMPBELL

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority in the State and County aforesaid to administer oaths and take acknowledgments, personally appeared JERIEL CAMPBELL, to me well known to be the person described herein and who executed the foregoing Agreement, and by me having been duly sworn, and he acknowledged before me that he executed the same freely and voluntarily and for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid on this 19 day of November 2019.

NOTARY PUBLIC

My Commission Expires:

PHILIP W. GRAZIANO
MY COMMISSION # GG54089
EXPIRES: December 11, 2020

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Witnesses as to Wife:

1. Al Behavior
2. Neal Zerrochi

Tammy Campbell
TAMMY CAMPBELL

STATE OF FLORIDA FL)
)
COUNTY OF Broward)

BEFORE ME, the undersigned authority in the State and County aforesaid to administer oaths and take acknowledgments, personally appeared TAMMY CAMPBELL, to me well known to be the person described in and who executed the foregoing Agreement, and by me having been duly sworn, and she acknowledged before me that she executed the same freely and voluntarily and for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid on this 27 day of November 2019.

NECKERSON PIERRE
Notary Public - State of Florida
Commission # GG 169045
My Comm. Expires Dec 18, 2021

NOTARY PUBLIC

My commission expires: Dec 18. 2021

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IN GOD WE TRUST CIRCUIT & COUNTY COURT 17TH JUDICIAL CIRCUIT CLERK OF BROWARD COUNTY FLORIDA

STATE OF FLORIDA
BROWARD COUNTY
I DO HEREBY CERTIFY the within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the Circuit Court Clerk, of Broward County, Florida.
WITNESS my hand and Official Seal at Fort Lauderdale Florida, this the ____ day of AUG 14 2020 20__

Clerk of the Court

Deputy Clerk

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