

IN THE CIRCUIT COURT FOR THE FOURTEENTH JUDICIAL CIRCUIT
IN AND FOR WASHINGTON COUNTY, FLORIDA

IN RE: THE MARRIAGE OF

WILLIAM BLEVINS,

Husband,

and

CASE NO: 22-55 DR

SUSAN BLEVINS,

Wife.

MEDIATED PARTIAL MARITAL SETTLEMENT AGREEMENT

THIS Mediated Partial Marital Settlement Agreement made and entered into this 3rd June, 2022, between **SUSAN BLEVINS**, hereinafter referred to as "Wife," and **WILLIAM BLEVINS**, hereinafter referred to as "Husband."

WITNESSETH:

THAT WHEREAS, the parties were married on January 28, 2017, in Washington County, Florida; and

WHEREAS, they were still residing together at the time of the execution of this Agreement. The Wife filed a Petition for Dissolution of Marriage on February 10, 2022.; and

WHEREAS, two children have been born of this marriage to wit: B.B., born July 2018, and I.B., born August 2020. No further children are contemplated and the Wife is not pregnant; and

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WHEREAS, unhappy and unfortunate differences have arisen between the parties by reason of which they anticipate living separate and apart from each other; and

WHEREAS, the Wife filed a Petition for Dissolution of Marriage in the Circuit Court of Washington County, Florida. This Agreement is intended to be a partial settlement of all property issues, including a division of the marital assets and debts and other matters as specifically outlined herein. The Parties have been unable to resolve issues related to the children including parental responsibility, parenting plan, time sharing and support of the children and reserve jurisdiction for the Court to make such determinations; and

WHEREAS, the consideration for this Agreement is the mutual benefits to be obtained by the parties and the promises of each party to the other; the adequacy of the consideration for this Agreement is admitted by the parties;

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

1. **ACKNOWLEDGMENT OF FAIRNESS AND AGREEMENT:** The parties have read this Agreement, have had opportunity for independent legal advice in the negotiation of this Agreement, and believe and acknowledge this Agreement to be fair, just, and reasonable. Each party is acting without coercion or duress, and freely and voluntarily assents to its terms and accepts its conditions, obligations, and mutual agreements.

2. **REPRESENTATION BY COUNSEL:** During the negotiations, preparations, and execution of this Agreement, the Wife has been represented by John Y. Roberts, Attorney

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at Law and the Husband has been represented by Kristi Miller Novonglosky, Attorney at Law.

3. **IMMINENT ACTION FOR DISSOLUTION:** This Agreement is intended to be a partial settlement of all property issues, including a division of the marital assets and debts and all other matters as specifically outlined herein. The Parties have been unable to resolve issues related to the children including parental responsibility, parenting plan, time sharing and support of the children and reserve jurisdiction for the Court to make such determinations. This Agreement is intended to be introduced into evidence in dissolution of marriage actions, and to be ratified by an order incorporating this partial Agreement and incorporated in the Final Judgment of Dissolution of Marriage. However, the parties do not intend for this agreement to be merged in the Final Judgment. The parties intend for it to survive the Judgment and be binding on the parties for all time.

4. **EFFECTIVE DATE:** The effective date of this Agreement is the later of the execution date by the respective parties.

5. **SEPARATION AND NONINTERFERENCE:** At all times after the execution of this Agreement, during the pendency of dissolution proceedings, the Petitioner and Husband shall be entitled to live separate and apart from each other, and each shall be free from any interference, authority, and control, whether direct or indirect, by the other party to the same extent as if they were unmarried. Each party recognizes the right of the other to select his or her place of abode. Each party has the right to conduct any trade, business, or employment.

6. **CHOICE OF LAW:** The Laws of the State of Florida shall govern the validity,

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construction, interpretation, and effect of this entire Agreement. In the event disputes arise concerning this Agreement, the parties mutually agree that either shall petition the Circuit Court of Washington County, Florida, for recourse.

7. **MODIFICATION:** Any agreement which modifies this Agreement shall be unenforceable and void unless in writing and signed by both parties.

8. **ATTORNEY'S FEES:** Each party shall bear their own costs and attorney's fees in this action. Each party shall be responsible for one-half (1/2) of the mediator's fees.

9. **DEFAULTS:** In the event that either party in 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 or interpretation of the obligations created by this Agreement.

10. **BANKRUPTCY:** The obligations of this Agreement shall not be subject to discharge pursuant to 11 U.S.C. Section 523(a)(5) and 523(a)(15).

11. **REPRESENTATION:** The parties jointly represent to each other:

a. That this Agreement constitutes a partial agreement of the parties and the Parties have reserved jurisdiction for the Court to make the determinations as to the children as outlined herein.

b. The Petitioner and the Husband have each discussed their respective financial conditions with the other.

c. That he or she has the right to participate in meaningful discovery

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including but not limited to financial affidavits, appraisals of real property, depositions, interrogatories, request for production of documents and other important financial disclosure. That each of the parties hereby waives any and all further disclosure required under Rule 12.285 of the Family Law Rules of Procedure except as is required to allow the Court to make child and other support determinations. The parties believe that they each have sufficient knowledge of their assets, liabilities, and their respective incomes to be able to enter into this Partial Agreement.

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

e. That this Agreement may be filed in any proceeding in a Dissolution of Marriage.

f. That each party has had an opportunity to seek legal counsel of his or her own selection throughout this divorce proceeding and that each party has signed this Agreement freely and voluntarily and intends to be bound by it.

12. **AUTHORSHIP:** In the event that it becomes necessary for any reason to construe this Agreement as permitted by the Rules of Evidence of the State of Florida, this Agreement shall be construed as being jointly prepared and drafted by all parties hereto.

13. **PERSONAL PROPERTY:** During the course of the marriage, the parties acquired certain personal property. Prior to the execution of this Agreement, the parties have previously divided their items of personal property. The Wife shall receive and the Husband

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waives and releases any claims to the 2010 Ford Fusion; her bank and/or savings accounts and to all the personal property in the former marital home excluding that property awarded to the Husband below.

The Husband shall receive and the Wife waives and releases any claims to the Husband's bank and/or savings accounts; the 2013 Dodge Ram, subject to then debt thereon; and the following personal property in the former marital home (which the Husband shall remove and take with him upon his moving from the home: pantry (in laundry room); Ninja; Cast Iron pan; his crock pot; ½ the pots and pans; Panasonic TV; antique fire extinguishers; antique fire hoses; bed/mattress, 3 night stands, chest, cabinet (not the one with dolls), antique fire extinguishers, white antique fire extinguisher, antique red light, 2 chests, 4 fire helmets, the husband's clothes and personal effects, and his army stuff from guest room; long antique dresser, Braxton bed with mattress; Braxton fire extinguisher; his gun safe; his challenge coins; long dresser (the dresser with tv on it); night stand; in master bedroom closet: tall filing cabinet, 3 trunks, ammo, dresser military photos and photos from previous marriage; his power tools in tool shop; utility cabinet in carport/back porch; and all of the husband's guns (this excludes the Wife's Glock 43 and Sig Sauer P250), his gun equipment, magazines and ammo for guns.

14. **401(K) OR OTHER RETIREMENT BENEFITS:** The Wife shall receive from the Husband's State of Florida Investment Plan the sum of \$37,051.00 as of December 31, 2021. The Husband has continued to make deposits into this account since that date. The transfer to the Wife of this amount shall include all gains or losses on that amount from

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December 31st, 2021, until the date of transfer to the Wife, however, not the deposits made by the Husband since December 31, 2021. The Wife shall be considered the surviving beneficiary of this account until the funds are transferred to her. The parties stipulate and agree for the Court to enter a Qualified Domestic Relations Order (QDRO) or such other Order as may be necessary for the Wife to receive said retirement benefits. The Husband shall not sell, transfer, assign, delay, withhold or otherwise dispose of any retirement benefits which he may have received or be entitled to receive from the plan until such time as the QDRO has been entered by the Court and accepted by the respective Plan Manager and until such time as the Wife's share in said account or benefits has been effectively transferred to her separate, individual account. The parties shall be equally responsible of the cost of preparing the QDRO. The Husband shall have the remainder of the Investment Plan not transferred to the Wife.

The Husband waives any and all claims he may have to the accumulation which occurred in the Wife's retirement benefits, IRA, 401(K) plan, deferred compensation or other retirement accounts during the term of the marriage as a result of her employment.

15. **ALIMONY:** Both parties acknowledge the right of the other party to alimony; however, each party forgoes, waives and repudiates any claim for alimony, financial support or indebtedness from the other except as otherwise stated specifically in this Agreement.

16. **ASSUMPTION OF RELATED DEBT:** Except as provided herein, the party receiving ownership of any property accepts that property and assumes all existing encumbrances on it. Neither Party shall increase nor incur any liability for which the other party

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may be held responsible. The Respondent agrees to assume and pay any other debt in the Respondent's individual name. The Petitioner agrees to assume and pay any other debt in the Petitioner's individual name.

17. **REAL PROPERTY:** The parties do not own any real property.

18. **DEBTS:** The parties stipulate and agree that:

a. The parties have not incurred joint debts or bills.

b. For the purpose of this paragraph, "bills" are defined to be charge accounts and obligations which accrue and are incurred in the ordinary course of events on a daily basis by a husband and wife. In the event that there are any bills incurred by one party by the use of the credit or in the name of the other party prior to, or subsequent to, the date of this Agreement, the party whose signature appears on the charge in question shall be responsible for the payment of said bill and shall indemnify and hold harmless the other party for the payment of same.

c. Each party contracts and agrees that on or after the date hereof he or she will not pledge the credit of the other party for his or her debts nor will the other party charge anything to the other party.

d. In the event a prior debt is subsequently discovered, the party who incurred it agrees to hold the other harmless from any liability and assumes all responsibility for the payment of such debt.

19. **GENERAL PROVISIONS:** Each of the parties hereto shall execute and deliver to the other party any documents that may be reasonably required to accomplish the intention

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of this instrument and shall do all other necessary things to this end. If either party shall fail to comply with the provisions of this paragraph, the Agreement itself shall constitute an actual grant, assignment and conveyance of property and rights in such matter, and with such force and effect as shall be necessary to effectuate the terms of this Agreement.

20. **RELEASES:** Except as otherwise provided in this Agreement:

a. Each party releases the other from any and all claims, demands, dues, debts, rights, or causes of action, up to the date of this Agreement.

b. Each party waives, releases, and relinquishes all rights that he or she may have or may hereafter acquire as to the other party's spouse under the present or future laws of any jurisdiction.

(1.) To elect to take against any will or codicil of the other party now in force.

(2.) To share in the other party's estate and to exercise any right of dower or courtesy he or she may have or may hereafter acquire in the other party's estate.

(3.) To act as personal representative of the other party's estate except only as provided by will or codicil executed after the date of this Agreement.

21. **PRESENTATION TO COURT:** Either party to this Agreement shall be entitled to present this Mediated Partial Marital Settlement Agreement to the Court.

22. **RECONCILIATIONS:** The parties recognize the possibility of a reconciliation. However, it is their intention that a reconciliation, either temporary or permanent, or a future separation after any reconciliation, in no way shall abrogate or affect the provisions of this


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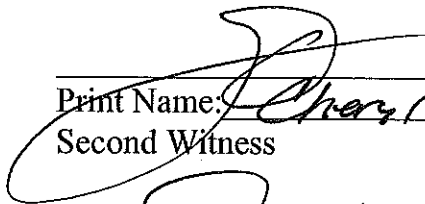
Agreement concerning the settlement and disposition of property rights between the parties and their respective realty and personalty as set forth in this Agreement.

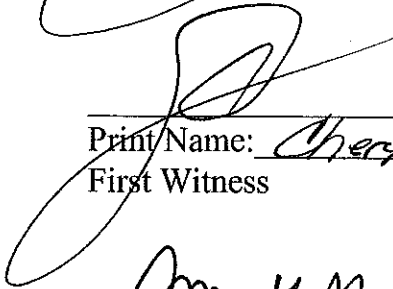
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

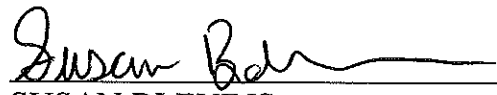
WITNESSES:

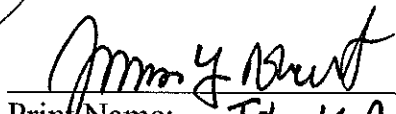

Print Name: Kristi M. Novonglosky
First Witness


WILLIAM BLEVINS
HUSBAND

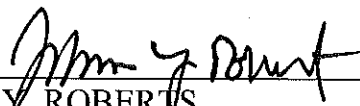

Print Name: Cheryl Gentry
Second Witness

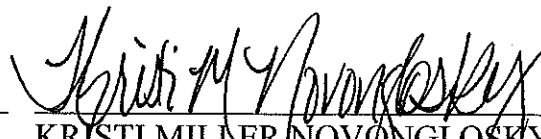

Print Name: Cheryl Gentry
First Witness


SUSAN BLEVINS
WIFE


Print Name: John Y. Roberts
Second Witness

ROBERTS, ROBERTS & ROBERTS

BY: 
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ATTORNEY FOR HUSBAND

S.B. S.B.

 W.B.

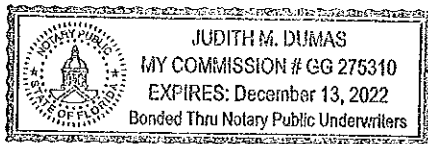

CHERYL L. GENTRY, Mediator

STATE OF FLORIDA
COUNTY OF JACKSON

BEFORE ME, the undersigned authority personally appeared by means of physical presence or online notarization WILLIAM BLEVINS, who is personally known to me or who has produced a valid driver's license or identification card as identification, and after being first duly sworn, states that he is the Husband in the foregoing Agreement and has personal knowledge of the facts and matters set forth and alleged therein; that each of these facts and matters are true and correct to the best of his knowledge, information and belief.

WITNESS my hand and official seal in the State and County aforesaid this 3rd day of June, 2022.

[SEAL]




NOTARY PUBLIC.

Print Name: Judith Dumas

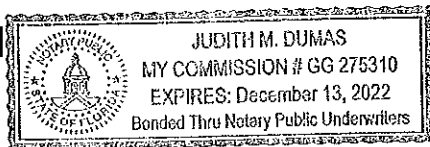
My Commission expires: Dec. 13, 2022


STATE OF FLORIDA
COUNTY OF JACKSON

BEFORE ME, the undersigned authority personally appeared by means of physical presence or online notarization SUSAN BLEVINS, who is personally known to me or who has produced a valid driver's license or identification card as identification, and after being first duly sworn, states that she is the Wife in the foregoing Agreement and has personal knowledge of the facts and matters set forth and alleged therein; that each of these facts and matters are true and correct to the best of her knowledge, information and belief.

WITNESS my hand and official seal in the State and County aforesaid this 3rd day of June, 2022.

[SEAL]




NOTARY PUBLIC

Print Name: Judith Dumas

My Commission expires: Dec. 13, 2022

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