

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
FAMILY LAW DIVISION

IN RE: THE MARRIAGE OF:

PATRICIA JEAN
SUMMERVILLE-ELDRIDGE,

Petitioner,

CASE NO.: 23-DR-003541
DIVISION: A

and

KENNETH ELDRIDGE,

Respondent.

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS MATTER, came before the Court on May 25, 2023, upon the Petition for Dissolution of Marriage filed by Petitioner, **PATRICIA JEAN SUMMERVILLE-ELDRIDGE**.

The Court, having heard the testimony of the Petitioner, having reviewed the court file, the Marital Settlement Agreement, and otherwise being advised in the premises, makes the following

FINDINGS OF FACT:

- A. This Court has jurisdiction of the parties and the subject matter.
- B. The parties were married on September 8, 1973.
- C. There are no minor children of the marriage, no children were adopted, and no other children are expected.
- D. The marriage of the parties is irretrievably broken.
- E. Petitioner has been a resident of the State of Florida for more than six months prior to the filing of the Petition for Dissolution of Marriage.

F. The parties freely and voluntarily entered into a Marital Settlement Agreement attached as **Exhibit “A”**. The Marital Settlement Agreement should be approved by the Court.

It is therefore, **ORDERED AND ADJUDGED** as follows:

1. **DISSOLUTION OF MARRIAGE.** The marriage between Petitioner, **PATRICIA JEAN SUMMERVILLE-ELDRIDGE**, and Respondent, **KENNETH ELDRIDGE**, is hereby dissolved.

2. **MARITAL SETTLEMENT AGREEMENT.** The Marital Settlement Agreement entered into by the parties, attached as **Exhibit “A”** is hereby approved, ratified and confirmed in all respects and made a part of this Final Judgment of Dissolution of Marriage as if set forth fully herein. The parties are directed to comply with the terms thereof as if they were fully set forth in this Final Judgment.

3. **WAIVER OF ALIMONY.** Neither party shall receive alimony of any kind or description from the other. Each party hereby forever waives any and all right to alimony of any kind, including but not limited to, temporary, bridge-the-gap, rehabilitative, durational, permanent, and lump sum, under the existing or future laws of the State of Florida or any jurisdiction.

4. **ATTORNEY’S FEES AND COSTS.** Each party shall be responsible for their own respective attorney’s fees and costs.

5. **RESTORATION OF NAME.** Wife’s name is restored to **PATRICIA JEAN SUMMERVILLE**.

6. **RESERVATION OF JURISDICTION.** The Court reserves jurisdiction of the parties and of the subject matter herein for purposes of enforcement or modification as provided by law.

*Final Judgment of Dissolution of Marriage
Patricia Jean Summerville-Eldridge and Kenneth Eldridge
Case No.:23-DR-003541; Div. A*

DONE AND ORDERED in Chambers at Tampa, Hillsborough County, Florida, this ____
day of _____ 2023.

Electronically Conformed 5/25/2023
Cynthia Oster

HONORABLE CYNTHIA S. OSTER
Circuit Court Judge

Copies furnished to:

Samantha Koko, Esq.
Ellen E. Ware, Esq.

EXHIBIT "A"

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA
FAMILY LAW DIVISION

IN RE: The Marriage Of

**PATRICIA JEAN
SUMMERVILLE-ELDRIDGE,**
Petitioner/Wife,

CASE NO.:

And

DIVISION:

KENNETH ELDRIDGE,
Respondent/Husband.

_____ /

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT is made and entered into this ____ day of _____, 2023, by and between **KENNETH ELDRIDGE** (hereinafter referred to as Kip or the Husband), and **PATRICIA JEAN SUMMERVILLE-ELDRIDGE** (hereinafter referred to as PJ or the Wife), collectively referred to as the Parties.

WHEREAS, the Parties were lawfully joined in marriage on the 8th day of September, 1973 in The Town of Rye, New York.

WHEREAS, the Parties have two children born of the marriage, both of whom are adults, and no children were adopted and none is expected.

WHEREAS, irreconcilable differences have arisen between Kip and PJ such that their marriage is irretrievably broken, and dissolution of marriage proceedings are imminent.

WHEREAS, the Parties acknowledge that, in view of their intention to continue to live apart, they desire to define their respective obligations to each other and to record their understandings and agreements, and the Parties desire to amicably adjust certain property rights and obligations arising by virtue of their marriage; and they desire to settle and adjust all rights and claims to each other's estate, including, all rights and claims of inheritance,

ELDRIDGE & SUMMERVILLE-ELDRIDGE MARITAL SETTLEMENT AGREEMENT

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maintenance, and support; and they wish to amicably settle other matters as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, and in consideration of the obligations accepted by the Parties, as well as other good and valuable consideration provided for in this Agreement, the sufficiency of which is hereby acknowledged, Kip and PJ agree to the following terms:

1. **ACKNOWLEDGMENT OF FAIRNESS OF AGREEMENT**

1.1 The Parties have read this Agreement and believe and acknowledge this Agreement to be fair, just, and reasonable. Each of the Parties 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**

2.1 Throughout the negotiations, drafting, and execution of this Agreement, the Husband has been represented by Ellen E. Ware, Esquire, of Ware Law Group, P.A., and the Wife has been represented by Samantha Koko, Esquire, of Sessums Black, P.A.. Neither Party shall be construed as the drafter of this Agreement such that a heavier burden would apply to that Party for any reason in the future.

3. **ACTION FOR DISSOLUTION**

3.1 The Parties intend to file an action to dissolve their marriage in the Circuit Court of the Thirteenth Judicial Circuit for Hillsborough County, Florida. This Agreement is intended to be a full and complete settlement of all matters arising or which could have been brought in that action. This Agreement is intended to be introduced into evidence in that dissolution of marriage action, and to be incorporated into the Final Judgment of Dissolution of Marriage. However, the Parties do not intend for it to be merged in the Final Judgment. Rather they wish it to survive the judgment and be binding on the Parties for all time.

4. SEPARATION AND NON-INTERFERENCE

4.1 At all times after the execution of this Agreement and during the pendency of dissolution proceedings, Kip and PJ 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 person 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, and the right to live with another person if he or she should so choose, except as otherwise stated herein. Each Party has the right to conduct any trade, business, or employment. Neither Kip nor PJ shall molest, disturb, or interfere with the other in any manner, nor shall they interfere with the peace or comfort of the other, nor attempt to resume cohabitation with the other.

5. ALIMONY

5.1 Kip and PJ have both waived their right to alimony both now and in the future and each fully understands the nature of said waiver.

6. EQUITABLE DISTRIBUTION AND USE OF ASSETS

6.1 Distribution and Use of Assets. This Agreement is intended to accomplish an equal division of marital assets and liabilities at the time of the sale of the Marital Residence and allow for the use of marital assets until the sale. Until the Marital Residence is sold, the Marital Residence mortgage, taxes, and insurance shall continue to be paid from the Parties' joint assets, as will the credit card minimum payments for the credit cards listed in §14.1 below, and the Parties' other customary living expenses. The Parties agree to maintain the status quo by incurring only expenses consistent with their recent pattern, absent an emailed (or other written) agreement to the contrary.

6.2 Non-taxable Transfers. It is the intention of the Parties that all transfers of property made pursuant to this Agreement hereto are transfers incident to a divorce and related to the cessation of their marriage, as those terms are used in the Internal Revenue Code, Section 1041 and the Treasury Regulations pertaining thereto, and, as such, shall be non-taxable transfers.

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7. DISPOSITION OF THE MARITAL RESIDENCE

7.1 The Parties are the owners as tenants by the entireties of a parcel of real property and residence located at 2107 West Dekle Avenue, Tampa, Hillsborough County, Florida, 33606 hereinafter referred to as the Marital Residence.

7.2 The Parties have listed the Marital Residence for sale with realtor Marie Preston and agree that their goal is to sell it promptly at its date-of-sales contract fair market value. Until the Marital Residence is sold, the Parties anticipate that PJ will continue to reside in the Marital Residence. At the time of expiration of the listing agreement with Marie Preston the Parties will change realtors if either Party requests a change. The Parties will follow the recommendation of the listing realtor in making any suggested improvements to prepare the Marital Residence for sale, provided the suggested improvements will make a material difference in the anticipated sale price. PJ will be primarily responsible for ensuring the Marital Residence is in showable condition. The cost of any agreed improvements shall be paid from the Parties' joint assets.

6.3 Sale of Marital Residence. The Parties will follow the recommendation of the realtor in setting a listing price, showing the Marital Residence, and whether to accept any offers (or to make a counter-offer). The net proceeds (proceeds after payment of the mortgage, closing costs, realtor commissions and other reasonable expenses typically borne by a seller of real property) shall be first used to pay the balances on all credit cards listed in §14.1 below, and the remaining net proceeds equally divided between the Parties. In the unlikely event of a shortfall, the Parties shall be equally liable for any and all deficiency from the sale of the Marital Residence, and it shall be paid from joint assets.

7.4 The Marital Residence shall remain on the open market until sold unless Kip and PJ agree otherwise via email or other writing. PJ shall maintain the home in salable condition and shall notify Kip of any and all offers of purchase on the Marital Residence. The Parties agree to use good faith efforts to sell the residence, including executing: (a) any necessary agreements with real estate

ELDRIDGE & SUMMERVILLE-ELDRIDGE MARITAL SETTLEMENT AGREEMENT



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broker(s), (b) the deed and (c) any other legal documents necessary to transfer clear title to the property at closing. Neither Party shall unreasonably withhold his or her acceptance of any offers of purchase on the Marital Residence.

7.5 The Parties agree that the Court shall retain jurisdiction to enter any and all orders deemed appropriate to enforce the terms of this Agreement and accomplish a prompt sale of the Marital Residence at date-of-sales-contract fair market value, including, but not limited to, the partition, sale, or other disposition of the Marital Residence, the determination of realtor, listing price, ordering repairs or improvements advisable for sale, or requiring the Parties to accept a reasonable offer.

8. RETIREMENT ACCOUNTS

8.1 The Parties are the owners of the following marital retirement accounts:

8.1.1 Kip's Raymond James IRA ending in #5643;

8.1.2 Kip's Raymond James Roth IRA ending in #5757;

8.1.3 PJ's LPL Financial IRA ending in #4869;

8.1.4 Kip's LPL Financial IRA ending in #0423;

8.1.5 Kip's LPL Financial Roth IRA ending in #9886.

8.2 The Parties intend to equally divide the total value of their above-listed retirement accounts, in-kind, but recognize that, until the sale of the Marital Residence, they will need to periodically liquidate funds in one or more accounts in order to pay the Marital Residence expenses, credit card minimum payments, and other living expenses. They agree, therefore, that, to accomplish the intended division, after the sale of the Marital Residence, they will: (a) from the date of the closing on the marital home until division of the assets identified in §8.1 above, hold off on further liquidation of any such assets, (b) within five (5) days of the closing on the sale of the Marital Residence, exchange documentation of the balances in the assets identified in

§8.1 above; (c) promptly (immediately upon the exchange of balance documentation) calculate the date-of-calculation value of the assets identified in §8.1 above titled to each party; and (e) transfer (from an account held by the party holding title to the greater retirement asset balance to the party holding the lesser retirement balance) one-half of the difference in the values of the assets identified in §8.1 above titled to each party. The value to be divided shall be the value as of the date of the division. The Parties anticipate that Kip's IRAs will have a greater total value than PJ's marital IRAs, and so PJ shall open an IRA account with Raymond James either prior to the closing, or as soon thereafter as possible.

8.3 The Parties shall promptly take any and all actions necessary or appropriate to divide the assets identified in §8.1 above as described herein. Each shall cooperate with each other to ensure the accounts can be divided as intended, including, without limitation, by signing any documents necessary to effectuate the transfers.

8.4 PJ shall retain all right, title and interest in and to the Raymond James IRA ending in #7900, which is held in her individual name, and Kip waives all right, title, and interest in and to same. Kip shall cooperate as necessary to effectuate same.

9. INVESTMENT ACCOUNTS

9.1 The Parties have divided their investment accounts equally by dividing the total value of each account and distributing one half the value to each of them, in-kind. The value divided was the value as of the date of the division. The accounts were closed upon division.

9.2 The Investments Accounts divided were as follows:

9.2.1 Joint Raymond James Brokerage Account ending in #1680;

9.2.2 Joint LPL Financial Investment Account ending in #8900.

10. LIFE INSURANCE

10.1 The Parties each have a whole life insurance policy with approximately equal cash values. They desire to each maintain ownership of their respective

policies, with the beneficiaries of their respective policies maintained as described below until Kip's age 80.

10.2 Until Kip reaches the age of 80, each Kip shall name PJ as sole primary beneficiary of his whole life insurance policy and PJ shall name the parties' two adult children as equal primary beneficiaries of her whole life insurance policy. Each Party shall maintain the policy they own at their sole expense.

10.3 After Kip's age 80, neither Party shall have any right, title, or interest in or to the other's life insurance policy.

10.4 If either Party cashes out their whole life insurance policy prior to Kip's age 80, the funds received from the whole life insurance policy shall be divided equally within ten (10) days of receipt of same.

10.5 Each Party shall provide the other with documentation of compliance with this section 10 within 10 days of any request made via email or other writing.

11. BANK ACCOUNTS

11.1 The Parties have one joint bank account, at Horizon Bank. The Parties agree and intend to divide their Horizon Bank account equally by dividing the total value of the account and distributing one half the value to each of them. The value to be divided shall be the value as of the date of the division.

Division of the account shall be made within five (5) days of the closing on the sale of the Marital Residence, and the account shall be closed upon its division

11.2 Kip shall retain all right, title, and interest in and to all bank accounts in his individual name, and PJ waives all right, title, and interest in and to same. PJ shall retain all right, title and interest in and to all bank accounts in her individual name, and Kip waives all right, title, and interest in and to same.

12. AUTOMOBILES

12.1 PJ shall be entitled to all right, title, and interest in the 2008 Mercedes Benz E320 automobile she drives. She shall assume sole liability and responsibility for said automobile and hold Kip harmless therefrom. Title to this motor vehicle has been transferred to PJ.

12.2 Kip shall be entitled to all right, title, and interest in the 2007 Volvo XC70 vehicle he drives. Kip shall assume sole liability and responsibility for said automobile and hold PJ harmless therefrom. Title to this motor vehicle has been transferred to Kip.

13. PERSONAL PROPERTY

13.1 The Parties have agreed to an equal division of the contents of the Marital Residence and their storage unit, and of their personal possessions in anticipation of closing on the sale of the Marital Residence. The Parties have moved their stored items to a smaller storage unit (Unit 3136) in Kip's name. For so long as Kip continues to store his belongings in Unit 3136 and continuing for 3 months after he provides PJ with emailed or other written notice of his intent to remove his items from Unit 3136, Kip shall pay the costs of Unit 3136 and hold PJ harmless therefrom. Once Kip notifies PJ, via email or other writing, of his intent to vacate Unit 3136, PJ shall either retrieve her items from Unit 3136 within 3 months, or take over payment of the fees for Unit 3136, in which case she shall be solely responsible for any and all costs, fees and insurance associated with the storage unit and hold Kip harmless therefrom and the Kip shall have no access to Unit 3136 thereafter.

13.2 In the unlikely event they do not reach an agreement prior to closing, any disputed items shall be placed in storage and the Parties shall each pay the costs of the storage unit(s). The court shall reserve jurisdiction to equally divide the contents of the Marital Residence; the Parties shall file a notice and/or motion reflecting the need for the Court's determination within thirty (30) days of closing on the Marital Residence, or they shall be deemed to have waived entitlement to the Court's determination of the distribution of personal property.

14. ALLOCATION OF DEBTS

14.1 The Parties agree that the proceeds from the sale of the Marital Residence shall be used to pay off the following marital credit card debts at which time all joint card shall be closed by the Parties:

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- 14.1.1 Kip's Chase Visa ending in #9566
- 14.1.2 Kip's Chase Via Marriott ending in #3522
- 14.1.3 Kip's AmEx ending in #67004
- 14.1.4 Joint Bank of America Mastercard ending in #9144

14.2 Except for those listed hereinabove in §14.1, Kip shall assume all debts listed solely in his name, and shall indemnify and hold the Wife harmless thereon.

14.3 Except for those listed hereinabove in §14.1, PJ shall assume all debts listed solely in her name, and shall indemnify and hold the Husband harmless thereon.

14.4 Neither Party shall pledge the credit of the other Party now or in the future. Further, the Parties agree to cancel or remove their spouse's names from any and all accounts, including, but not limited to, investment accounts, checking accounts, savings accounts, money market accounts, credit cards, et cetera.

14.5 The Parties represent that they currently have no outstanding joint marital debts as of the date of this Agreement, except as otherwise listed herein. If there is a debt subsequently discovered, the Party who incurred said debt shall be solely responsible for the debt and shall indemnify and hold the other Party harmless thereon. In the event either Party is responsible for a debt titled in joint names, the responsible Party shall take all reasonable and necessary steps to satisfy the non-responsible Party's obligation by refinancing said debt or by taking any other reasonable action which causes the creditor to release the non-responsible Party from liability. Further, neither Party shall incur any additional charges or encumbrances on any joint debt or account, and all such accounts shall be closed in the manner described in this Agreement.

15. DOCUMENTS

15.1 Each Party agrees that he or she shall promptly sign, execute, and

deliver any and all documents, instruments, and papers that may be requested, required, or necessary to fulfill the terms of this Agreement or to record it.

16. REPRESENTATIONS

16.1 The Parties represent to each other as follows:

16.2 Each Party has received or is entitled to receive independent legal advice by counsel of his/her own selection for the negotiation of this Agreement. Each fully understands the facts and is fully aware of his or her legal rights and obligations and each is signing this Agreement freely and voluntarily intending to be bound by it.

16.3 The Parties represent that they currently have no other joint or marital assets or accounts as of the date of this Agreement, except as otherwise listed herein. If there is a joint or marital asset subsequently discovered, the Party who possesses said asset shall be solely titled with that asset and shall reimburse the other Party one-half (½) the value the current value or the value at the time of the dissolution of marriage, whichever is greater.

16.4 Each Party acknowledges and agrees that each is aware to his or her satisfaction of the other Parties' current financial situation. Accordingly, by this Agreement, each Party waives and relinquishes the right to a full and complete financial disclosure from the other as required by the Florida Family Law Rules of Procedure, including complete and accurate Financial Affidavits.

16.5 Each Party understands that this Agreement constitutes the entire contract of the Parties. The Agreement supersedes any prior understandings or agreements between them. There are no representations or warranties other than those expressly set forth herein.

17. LEGAL CONSTRUCTION

17.1 This Agreement shall be construed and governed in accordance with the laws of the State of Florida as they exist on the date of the execution of this Agreement.

17.2 Should any portion of this Agreement be held illegal, unenforceable, void, or voidable by any Court, each of the remaining terms hereof shall nevertheless remain in full force and effect as a separate contract. This Agreement shall be deemed modified and amended to the extent necessary to render it valid and enforceable.

17.3 The title headings used in this Agreement are solely for convenience. The title headings do not constitute terms of this Agreement and shall neither expand, limit or modify the terms of this Agreement nor be considered to construe the intent of this Agreement or the Parties hereto.

17.4 The Parties acknowledge that neither Ellen E. Ware, Esquire nor Samantha Koko, Esquire held themselves or their law firms out as experts in tax-related matters and, therefore, it was recommended that the Parties obtain competent tax advice from an independent source. By execution hereof, the Parties have acknowledged such recommendation and, if they so desire, will seek and obtain advice with regarding matters of concern to them, as contemplated herein.

18. ENFORCEMENT

18.1 Court Retains Jurisdiction. The Parties agree that the Court shall retain jurisdiction to make any and all orders necessary to effect the terms of this Agreement, including but not limited to, the partition, sale, or other disposition of the Marital Residence, and division of personalty.

18.2 Attorney's Fees and Other Costs of Enforcement Proceedings. If either the Husband or Wife defaults in the performance of any of the terms, provisions, or obligations herein set forth, and it becomes necessary to institute legal proceedings to effectuate the performance of any provisions of this Agreement, then the Party found to be in default shall pay all expenses, including reasonable attorney's fees, at the trial and appellate level, incurred in connection with such enforcement proceedings.

19. DEFAULT OR WAIVER

19.1 No waiver of any breach of the terms of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or similar in nature. No waiver of any rights created by this Agreement shall be deemed to be a waiver for all times of those rights but shall be considered only as to specific events surrounding that waiver.

20. ANSWER AND WAIVER OF APPEARANCE AT FINAL HEARING

20.1 Kip agrees that the Parties have entered into this Marital Settlement Agreement, and he consents to an early final hearing, before a judge or a general master, and waives the 20-day waiting period and all further notices and appearances herein, so long as the Court merely ratifies this Agreement and incorporates it into a Final Judgment of Dissolution of Marriage.

21. TAX RETURNS


21.1 The Parties shall hold off on entry of a Final Judgment of Dissolution of Marriage until January 2023, and shall file a joint tax return for tax year 2022. They shall equally share in any refund and equally be responsible for any liability. In the event that the Marital Residence is not sold in 2022, unless they agree otherwise in writing, the Parties shall each be entitled to take one half of the 2023 (and any later years) mortgage interest deduction associated with the Parties' Marital Residence.

22. RESTORATION OF NAME

22.1 Wife shall be restored to her name, **PATRICIA JEAN SUMMERVILLE**.

VERIFICATION

We each have read this Marital Settlement Agreement carefully and understand that it will affect our legal rights now and in the future. Further, by our respective signatures, we do each hereby acknowledge that we understand the contents herein and are willing to be bound by this Marital Settlement Agreement.



PJ Summerville (Mar 14, 2023 15:14 EDT)

Mar 14, 2023

Patricia Jean Summerville-Eldridge DATE



Kenneth Eldridge (Mar 14, 2023 11:56 PDT)

Mar 14, 2023

Kenneth Eldridge DATE