

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT,
IN AND FOR WAKULLA COUNTY, FLORIDA

IN RE: THE MARRIAGE OF

CASE NO.: 2025 DR _____
DIVISION: FAMILY LAW

BRUCE WILSON,
Petitioner/Husband,

and

SUSAN WILSON,
Respondent/Wife.

MARITAL SETTLEMENT AGREEMENT
FOR DISSOLUTION OF MARRIAGE

This Agreement is made by and between **BRUCE WILSON** (hereinafter "Husband"), and **SUSAN WILSON** (hereinafter "Wife"). The Parties certify the following statements are true:

WITNESSETH:

WHEREAS, the Parties are now Husband and Wife having been married to each other on June 25, 1983; and

WHEREAS, the Parties have no children who remain a minor at the time of this action. No further children are expected of the marriage and the Wife is not currently pregnant; and

WHEREAS, unhappy matrimonial differences have arisen between the Parties by reason of which they are living separate and apart from each other; and

WHEREAS, the Husband anticipates filing a *Petition for Dissolution of Marriage*; and

WHEREAS, the Parties have reached an agreement resolving all issues that could be brought in the contemplated action for dissolution of marriage, and it is the desire and intent of the Parties to enter this Agreement in order to settle and determine, in all respects and for all purposes, the respective present and future rights of the Parties in such a manner that said rights and obligations, past, present, and future, of either Party be finally and conclusively settled and determined by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and in consideration of the obligations accepted by the Parties, as

Husband's Initials

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well as other good and valuable consideration provided for in this Agreement, the Husband and Wife agree to the following terms:

ARTICLE I GENERAL PROVISIONS

1.1. **Acknowledgment of Fairness of Agreement.** The Parties have read this agreement and they believe and acknowledge this Agreement is fair, just, and reasonable. The Parties are acting without coercion or duress, and freely and voluntarily assent to its terms and accepts its conditions, obligations and mutual agreements.

1.2. **Representation by Counsel.** The Husband has been represented by Max G. Factor, Esq., and the Wife, having been made aware of her right to consult with an attorney of her choosing, has decided to represent herself in this matter.

1.3. **Action for Dissolution.** The Husband anticipates filing an action to dissolve the Parties' marriage in Circuit Court of the Second Judicial Circuit in and for Wakulla County, Florida. This Agreement is intended to be a full and complete settlement of all matters arising out of, or which could have been brought in that action, including a division of marital assets and debts, issues of spousal support, attorney's fees, as well as all other claims/causes of action related to or arising from the marital relationship. This Agreement is intended to be introduced into evidence in this 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 into the Final Judgment. Rather, they wish for it to survive the judgment and be binding on the Parties for all time.

1.4. **Separation and Non-Interference.** At all times after the execution of this Agreement during the pendency of the Dissolution proceedings, and thereafter, the Husband and the Wife shall be entitled to live 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, and the right to live with another person if he or she should so choose. Each Party has the right to conduct any trade, business, or employment. Neither the Husband nor the Wife shall molest, disturb, or interfere with the other in any manner, nor shall they interfere with the peace and comfort of the other, nor attempt to resume cohabitation with the other.

ARTICLE II EQUITABLE DISTRIBUTION

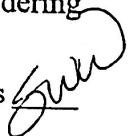
2.1. The Parties agree that the division of their marital property is fair and equitable between them, and each Party accepts that property to be distributed to him or her in full and complete satisfaction of all rights in and to the marital property. While the division of property contained in the Agreement may not be exactly equal, the parties acknowledge that, considering

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all provisions of this Agreement and the circumstances of the marriage, the division of property is equitable.

2.2. Real Property.

A. **135 E Ivan Road.** The Parties jointly own real property located at 135 E Ivan Road, Crawfordville, Florida ("Ivan Road"). The Wife waives any and all claim to Ivan Road, and Ivan Road shall be the sole and separate property of the Husband. There is no mortgage or other debt associated with Ivan Road. Within ninety (90) days of the filing of this Agreement, the Wife shall execute a Quit Claim Deed transferring her interest in Ivan Road to the Husband. Should the Husband decide to sell Ivan Road, the Husband shall give Wife first right of refusal for the purchase of the property. This first right of refusal shall terminate upon the death of the Husband.

B. **68 & 78 Highland Road.** The Parties jointly own real property located at 68 Highland Street, Crawfordville, Florida, and 78 Highland Street, Crawfordville, Florida ("68 & 78 Highland Street"). The Husband waives any and all claim to 68 & 78 Highland Street, and 68 & 78 Highland Street shall be the sole and separate property of the Wife. There is no mortgage or debt associated with 68 & 78 Highland Street. Within ninety (90) days of the filing of this Agreement, the Husband shall execute a Quit Claim Deed transferring his interest in 68 & 78 Highland Street to the Wife.

2.3. Vehicles

A. The Wife hereby waives any and all claim to the following vehicles, and said vehicles shall become the sole and separate property of the Husband:

- i. 2019 Nissan Titan;
- ii. 2023 Goldwing; and
- iii. 2023 scooter.

B. The Husband hereby waives any and all claim to the following vehicles, and said vehicles shall become the sole and separate property of the Wife:

- i. 2020 Toyota RAV4; and
- ii. 1999 Ford F250.

C. There is no debt associated with any vehicles described above. If any title transfers are necessary to effectuate the distribution of vehicles described above, the Parties shall work cooperatively ensure said transfers are complete within ninety (90) days of the filing of this Agreement.

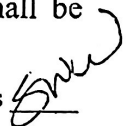
2.4. **Bank Accounts.** The Parties have one joint bank account, which shall be

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closed within ninety (90) days of the filing of this Agreement, and any funds therein shall be divided evenly between the Parties. Each Party waives any and all claim to any bank accounts in the name of the other Party, and all funds therein, and each Party's bank accounts titled in their own names, and all funds therein, shall become their sole and separate property.

2.5. Retirement/Investment Accounts.

A. The Wife shall receive \$142,900.00 from the Husband's Traditional IRA with Empower. This transfer of retirement funds shall be accomplished by Qualified Domestic Relations Order, transfer incident to divorce, or any other such means necessary to effectuate said transfer without incurring any taxes or penalties. The Parties shall work cooperatively to effectuate this transfer within ninety (90) days of filing of this Agreement.

B. The Wife waives any and all claim to the following retirement accounts, and all funds therein, and said accounts and all funds therein shall be the Husband's sole and separate property:

- i. Wells Fargo IRA;
- ii. Empower Roth IRA;
- iii. Schwab Account; and
- iv. The remainder of the Empower Traditional IRA, not transferred to the Wife as described above.

C. The Husband waives any and all claim to the Wife's Nationwide IRA, and all funds therein, and said account and all funds therein shall be the Wife's sole and separate property.

2.6. Other Assets.

A. The Wife waives any and all claim to the following assets, and said assets shall become the Husband's sole and separate property:

- i. New Holland Tractor;
- ii. Large car trailer;
- iii. Small mower trailer; and
- iv. Boats.

B. The Husband waives any and all claim to the following assets, and said assets shall become the Wife's sole and separate property:

- i. Toro zero turn lawnmower;
- ii. 4 Star LQ horse trailer;
- iii. Shadow 2 horse trailer; and

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iv. Janome longarm.

2.7. Debts.

A. Any and all debts in the Husband's name shall be his sole and separate liability. In the event that the Wife is required to pay any debt for which the Husband is responsible pursuant to this Agreement, or any debt which was unknown to the Wife but known to or undisclosed by the Husband, or if the Wife incurs attorney's fees and or any other costs or expenses in connection with such debt, including attorney's fees and costs incurred in the enforcement of this Agreement related to any such debts, then the Wife shall be entitled to reimbursement from the Husband for any and all such payments, costs, expenses, and attorney's fees against any and all assets distributed to the Husband.

B. Any and all debts in the Wife's name only, shall be her sole and separate liability. In the event that the Husband is required to pay any debt for which the Wife is responsible pursuant to this Agreement, or any debt which was unknown to the Husband but known to or undisclosed by the Wife, or if the Husband incurs attorney's fees and or any other costs or expenses in connection with such debt, including attorney's fees and costs incurred in the enforcement of this Agreement related to any such debts, then the Husband shall be entitled to reimbursement from the Wife for any and all such payments, costs, expenses, and attorney's fees against any and all assets distributed to the Wife.

ARTICLE III SPOUSAL SUPPORT

3.1. Each Party forever waives any and all claim they may have to seek spousal support/alimony from the other Party.

ARTICLE IV TAX ISSUES

4.1. The Parties may file income taxes jointly or separately for the tax years of 2024, 2025, and 2026, based on the tax advise they get from their accountant.

4.2. Each Party otherwise represents and warrants to the other that they have fully declared all income and properly claimed all deductions on prior federal tax returns. Other than as listed above, neither Party owes any tax, interest, or penalties for past returns, and no tax deficiencies proceeding nor audit is pending or threatened with regard to any such return. In the event that there is an audit or deficiency assented on any prior joint return, or if a tax lien has been filed or is filed in the future, the party who first receives notice of it shall give the other immediate notice in writing. He or she will also forward copies of all papers received and all documents sent in response. If money is determined to be owed, the party that is responsible for

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the error or whose failure it is to properly report income shall be deemed responsible for the assessment or lien, and shall pay the assessment or lien, together with the interest and penalties, if any, as well as all expenses that may be incurred for any loss, injury, expense, or attorney's fees incurred as a result of the lien, audit, or assessment. In the event of an audit, each Party shall cooperate with the other in providing all relative information and documents.

ARTICLE V ATTORNEY'S FEES

5.1. Each Party has reviewed this Agreement with his or her attorney or has been informed that he or she has the right to obtain legal representation prior to signing this Agreement. Each Party fully understands the facts and has been informed as to his or her legal rights and obligations pursuant to the laws of Florida and this Agreement. Each Party is signing this Agreement freely and voluntarily intending to be bound by it. Each Party shall be fully responsible for their own attorney's fees in regard to this matter.

5.2. **Fees and Costs upon Default.** If either Party is found by a court of competent jurisdiction to have defaulted, for any reason, in the performance of his or her responsibilities under this Agreement, the defaulting Party shall be responsible for all costs incurred by the non-defaulting party as a result of the default, including, without limitation, reasonable attorney's fees, costs, and suit monies.

ARTICLE VII MISCELLANEOUS

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

6.2. **Ratification by a Court.** Either Party may apply to the Court for a Final Judgment for Dissolution of Marriage, *ex parte*, without notice, so long as this Agreement is made a part of any Final Judgment rendered by the Court. However, notwithstanding the incorporation in the Final Judgment the Agreement shall not be merged in it, but shall survive the Final Judgment and be binding on the parties for all times.

6.3. **General Release and Waiver.** Except as otherwise provided in this Agreement, each Party waives any and all claims, demands, rights, title or interest that he or she may have or hereafter acquire in any present or future asset of the other. This release includes, but is not limited to, the right to elect to take against any will or codicil of the other Party; the right to share in the other Party's estate; the right to act as executor, administrator, or personal representative of the other Party's estate; the right to claim inheritance, descent, distribution or any rights or claims arising out of the retirement benefits of the other, and the right to share in

by litigation awards or proceeds the other party may receive. This release is binding on the executors, administrators, personal representatives, heirs, and assigns of each of the Parties.

6.4. Full Disclosure. Each Party has made a full, frank and complete financial disclosure of his or her assets, liabilities, income and expenses to the other Party and his or her counsel. Each Party acknowledges that he or she has had sufficient time and opportunity to satisfy himself or herself as to the completeness and accuracy of the disclosure of the other's financial status.

6.5. Governing Law. This Agreement shall be governed by the laws of Florida as they exist on the date of its execution.

6.6. Modification or Amendment. No addendum, modification, or waiver of any of the terms of this Agreement shall be effective, unless in writing, signed by both of the Parties and executed in the same manner as this Agreement.

I certify that I have been open and honest in entering into this settlement agreement. I am satisfied with this agreement and intend to be bound by it.

Dated: Oct. 2, 2024

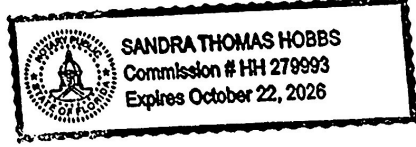
Bruce Wilson
BRUCE WILSON
Husband

Max G. Factor, Esq.
MAX G. FACTOR, ESQ.
Attorney for the Husband

STATE OF FLORIDA
COUNTY OF LEON

Sworn to or affirmed and signed before me on Oct 2, 2024 by Bruce Wilson

Sandra Thomas Hobbs
NOTARY PUBLIC or DEPUTY CLERK



Personally known
 Produced identification
Type of identification produced Dr. License

Husband's Initials BW

Wife's Initials STH

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Dated: Oct 2, 2024

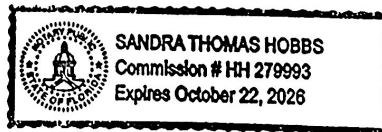
Susan Wilson
SUSAN WILSON
Wife

STATE OF FLORIDA
COUNTY OF LEON

Sworn to or affirmed and signed before me on Oct 2, 2024 by Susan Wilson.

Sandra Thomas Hobbs
NOTARY PUBLIC or DEPUTY CLERK

Personally known
 Produced identification
Type of identification produced FL Dr. License



Husband's Initials BW

Wife's Initials SW