

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA
CASE NO. 05-2023-DR- 052525-XXXX-XX

IN RE: THE MARRIAGE OF

MICHELLE SAVELEY,

Petitioner,

and

RAYMOND OZEBEK,

Respondent

_____ /

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT entered into between Petitioner, **MICHELLE SAVELEY**, (hereinafter referred to as “Wife”) and Respondent, **RAYMOND OZEBEK** (hereinafter referred to as “Husband”) on this ___ day of _____, 2024.

WITNESSETH THAT:

WHEREAS the Husband and Wife were lawfully married to each other on July 7, 2006 in the St Cloud, Florida,

WHEREAS unhappy matrimonial differences have arisen between them by reason of which they are requesting a Dissolution of Marriage, and

WHEREAS the parties’ have two (2) minor children to wit; **R.S.O.**, male, d/o/b 06/03/2011 and **N.S.O.**, male d/o/b 12/30/2016, no other children are contemplated or expected.

WHEREAS both parties have given much thought and careful consideration to a settlement of their matrimonial differences and have determined that they are irreconcilable, and the marriage is irretrievably broken, and

WHEREAS it is the desire and intention of the parties hereto that their relationship with respect to property and financial matters of the parties and of each party be finally and conclusively settled and determined by this agreement.

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties do agree to and with each other as follows:

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a. **DISCLOSURE**

Both the Husband and Wife have been fully informed as to the status of the financial condition of each party and each has given full consideration thereto. The Husband and Wife each fully understand the terms, conditions and provisions of this Agreement; and both parties are presently represented by counsel. The Husband and Wife each believe the terms of this Agreement to be fair, just, adequate and reasonable, and they freely and fully accept the provisions and conditions hereof.

a. **SEPARATION**

The parties shall, at all times hereafter, live separate and apart; each shall be free from the interference, authority and control, direct and indirect, by the other, as if he or she were single and unmarried.

b. **DIVORCE**

The Wife filed a Petition for Dissolution of Marriage in the Circuit Court of Brevard County, Florida. This Agreement is intended to be a full settlement of all matters now pending in that action, and both the Husband and the Wife request that this Agreement is incorporated into any Final Judgment of Dissolution of Marriage entered in said action.

c. **PHYSICAL CONDITION**

Both parties agree each is physically and mentally sound; and neither party suffers from any disabling ailment or disease.

d. **PARENTING PLAN**

The parties entered into a Stipulated Parenting Plan on or about _____, 2024 which has been filed with the Court. Said Stipulated Parenting Plan resolves all issues involving the parties' minor children.

e. **ALIMONY**

Both the Husband and Wife hereby specifically waive all rights to any claims which they may have for alimony/spousal support of any kind, including but not limited to permanent periodic, temporary, rehabilitative, lump sum or durational spousal support.

f. **DEBTS**

Each of the parties represents to the other that he or she has not, since separation, and

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shall not hereafter contract or incur any financial obligation of any kind or character on the credit of the other and each agrees to indemnify and hold the other harmless from any such debt incurred hereafter by him or her. The parties further represent that they have no debts for which the other is obligated, not mentioned above. The parties shall be responsible for any and all debt in their individual names.

g. **SHARED RESIDENCE**

- a. The parties agree that the Wife will retain exclusive use and possession of the Marital Apartment located at 220 Columbia Drive #24, Cape Canaveral, Florida 32920. The Husband will vacate the property within 60 days of the signing of this agreement or 60 days from the date of receipt of the \$10,000.00 from the Wife's 401(k). Once the Husband moves, he agrees that he will hire a moving truck and movers to assist him with removing his items from the residence and will do so within three (3) days. Once the Husband removes all his belongings, he will then turn in the building and mailbox keys to the Wife.
- b. The Husband and Wife shall split the costs of all bills associated with the apartment until such time as the Husband moves from said residence.

h. **PERSONAL PROPERTY**

Each party shall retain exclusive ownership and possession of the personal property presently in their possession.

i. **EQUITABLE DISTRIBUTION**

- a. The Husband is entitled to \$10,000.00 from the Wife's retirement. The Wife will initiate hiring Matthew Lundy Law to prepare all the required documentation to process the QDRO. The parties shall equally pay for any fees associated with the QDRO.
- b. The Wife will retain possession of the family cats, Midnight and Dexter.

j. **AUTOMOBILES**

The Wife shall retain possession of the 2021 Ford Explorer. The Wife shall continue to pay the Husband in the amount of \$519.26 monthly for the payments of the vehicle. The Wife will have ninety (90) days from the date of the Entry of the Final Judgment for Dissolution of Marriage to refinance the car in solely her name. The Husband will provide the Wife with all necessary documentation for her to transfer

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the Ford Explorer into her name.

k. **ATTORNEY'S FEES**

The parties have agreed each be responsible for their own attorney fees.

l. **NO OTHER OBLIGATIONS**

Except as provided for in this Agreement, no other obligations of the parties are known to exist. If a past obligation is discovered, the party who incurred it shall be responsible for the payment.

m. **CREDIT - PLEDGE OTHERS**

Each party agrees not to pledge the credit of the other party from the time of execution of this agreement forward. However, this clause shall not be interpreted to prevent the award of attorney's fees and costs in any future proceedings between the parties relevant to enforcement or modification of any judgment or order which may be entered by a court of competent jurisdiction, and neither shall any release between the parties contained herein be construed to prevent the allowance of attorney's fees or costs in any such future proceedings.

n. **BANKRUPTCY**

The parties agree and intend that all obligations hereunder are in the nature of support and/or maintenance and shall be an exception to discharge under Title 11, U.S.C., §523(a)(5).

o. **COMPEL TO PERFORM AGREEMENT**

Both parties agree that the Court granting a decree of Dissolution of Marriage between the parties may, at the request of either party, insert in such decree a reservation of jurisdiction for the purpose of compelling either party to perform this Agreement, or any part thereof, on his or her part to be performed, and otherwise enforce the provisions contained herein. The party against whom a Court Order is secured to compel performance of this Agreement, or any part thereof, agrees to pay the prevailing party all costs and reasonable attorney's fees in connection with such proceedings.

p. **RELEASE**

Except as otherwise provided in this Agreement, each party releases the other from all claims or demands up to the date of this Agreement. Except as otherwise provided, each party waives, releases and relinquishes all rights that he or she may now have or

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may hereafter acquire as the other party's spouse under the present or future laws of any jurisdiction, including but not limited to:

Electing to take against any Will or Codicil of the other party now or hereafter in force.
Sharing in the other party's estate. Acting as personal representative of the other party's estate.

q. **NON-SEVERABILITY**

This Marital Settlement Agreement is expressly made contingent on the acceptance and approval of all the provisions in it by any court having jurisdiction of the parties; and that the provisions herein are non-severable. In the event a severance is obtained, all provisions herein shall no longer be binding on the parties.

r. **FULL DISCLOSURE**

Both of the parties hereto acknowledge and declare that they have made full disclosure to each other of their entire financial condition, and there has been no promise or representation of any character or nature made to induce either party to enter into this Agreement other than herein contained. Each party fully understands the terms, conditions and provisions of this Agreement to be fair, just and reasonable.

Each party agrees that to the extent that the Agreement may not be fair and equitable on its face, each party fully understands and accepts the terms of the Agreement and waives any objection to any inequity.

Each party acknowledges that he or she has had the opportunity to retain his or her own Certified Public Accountant, tax attorney or tax advisor, with references to the tax implications of this Agreement. Each party acknowledges that he or she has not relied upon any tax advice that may or may not have been given by his or her respective attorneys, if any, who have represented him or her in the negotiations of this Agreement, and the dissolution of marriage proceedings. Each party acknowledges that he or she has been advised to seek independent tax advice by retaining a Certified Public Accountant, tax attorney or tax advisor with reference to the tax implications involved in this Agreement. The signatures of each party to this Agreement acknowledge that each has read this particular paragraph and he or she has had the opportunity to seek independent tax advice.

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s. **REPRESENTATION**

The parties represent, each to the other that:

Each party to this Agreement fully understands the facts and has been fully informed as to his or her rights and obligations and each is signing this Agreement freely and voluntarily, intending to be bound by it.

Each party to this Agreement understands and agrees that this Agreement constitutes the entire contract between the parties. It supersedes any prior understandings or arrangements between them upon the subjects covered in this Agreement. There shall be no representations or warranties other than as set forth in this Agreement.

In the event that either party to this Agreement defaults on 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 the obligations created by this Agreement.

t. **BINDING AGREEMENT**

Agreement shall be binding upon each of the parties hereto severally, and shall extend to their respective heirs, distributees, personal representatives, administrators, successors and assigns.

u. **DIVORCE**

The parties acknowledge that they presently contemplate a dissolution of marriage, and it is agreed the Wife shall prosecute the suit for divorce. The Wife agrees to offer into evidence, this Marital Settlement Agreement as a full and complete Agreement between the parties and she shall request that this Agreement be merged within the provisions of any Final Judgment of Dissolution of Marriage between them.

v. **CONVEYANCES**

The parties agree to execute the necessary documents of conveyance in order to give effect to the provisions of this Marital Settlement Agreement within a period of _____ days following the execution of this Agreement, unless otherwise specified herein. Failure of a party to so transfer his or her interest shall cause the Final Judgment of Dissolution of Marriage to act as a transferring instrument and document of conveyance.

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w. **MODIFICATION**

An agreement in modification of this Agreement shall be unenforceable unless in writing and signed by both parties.

x. **DISPUTES**

In the event disputes arise concerning this Agreement, the parties mutually agree that either party may petition the Circuit Court in and for Brevard County, Florida for recourse.

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

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the aforementioned date.

WITNESSES:

(Signature of Witness)

Michelle Saveley
Michelle Saveley (Apr 29, 2024 10:33 EDT)
MICHELLE SAVELEY, Petitioner

(Printed name of Witness)

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this ___ day of _____, 2024 **Petitioner**, who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid on this ___ day of _____, 2024.

NOTARY PUBLIC, STATE OF FLORIDA

WITNESSES:

(Signature of Witness)

RAYMOND OZEBEK, Respondent

(Printed name of Witness)

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**STATE OF FLORIDA
COUNTY OF BREVARD**

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this ___ day of April, 2024 Respondent, **RAYMOND OZEBEK** who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid on this ___ day of April, 2024.

NOTARY PUBLIC

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