

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT  
IN AND FOR ORANGE COUNTY, FLORIDA

IN RE THE MARRIAGE OF:	)	
	)	
MARK JAMES RODENKIRCH,	)	
Petitioner/Husband,	)	Case No.: 2023-DR-006999-0
and	)	Div.: 29/Barbour
	)	
RACHEL JEANETTE RODENKIRCH,	)	
Respondent/Wife.	)	
_____	)	

**PARTIAL MEDIATED AGREEMENT**

The Marital Settlement Agreement is made and entered into on this 20<sup>TH</sup> day of December 2023, by and between Mark James Rodenkirch, hereinafter referred to as "Petitioner" OR "Husband" and Rachel Jeanette Rodenkirch, hereinafter referred to as "Respondent" or "Wife". Both parties are hereinafter referred to sometimes as "the parties."

**WITNESSETH:**

**WHEREAS:** the Parties were lawfully joined in marriage on July 13, 2016 in Washington County, Wisconsin and did thereafter cohabit as Husband and Wife in Orange County, Florida; and

**WHEREAS:** the parties separated in June 2023; and

**WHEREAS:** the parties have no minor children and the Wife is not currently pregnant; and

**WHEREAS:** irreconcilable differences have arisen between the



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Respondent and Petitioner such that their marriage is irretrievably broken, and dissolution of marriage proceedings are imminent or pending.


**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 well as other good and valuable consideration provided for in this Agreement, the Petitioner and Respondent agree to the following terms:

**1. Fairness of Agreement:** The parties have read this Agreement and have had its terms and consequences explained to them or have had the opportunity to do so by and through their respective counsel and they 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. Further, the parties themselves determined the provisions hereof.

**2. Effective Date:** The effective date of this Agreement is the date of its execution by the last party to sign the same, which date shall be affixed to the first paragraph thereof.

**3. Equitable Distribution:**

**A.) Solely owned Savings Accounts:** The parties agree more discovery needs to be made to determine the pre-

  
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marital portion of each others personal savings and checking accounts in order to accurately divide these accounts. The parties will exchange bank statements by January 20, 2024 for the date of marriage (July 13, 2016) and for the date of filing (June 20, 2023) for these accounts. The parties will divide equally the total increase in these accounts from date of marriage to date of filing.

**B.) Wife's Merrill Edge Account and Fidelity Account-**

The parties shall have a Qualified Domestic Relations Order prepared for the division of the Wife's retirement accounts. The Wife shall pay for the cost of the QDRO for her accounts. The Order shall divide the marital portion of the accounts from the date of marriage to the date of the filing of the Dissolution of Marriage (July 13, 2016 - June 20, 2023).

**C.) Husband's JBT, Inc. Retirement Accounts-**


The parties agree that the Husband's retirement accounts located in JBT shall be divided via a Qualified Domestic Relations Order (QDRO), both the Pension Plan and the 401(k). The Husband shall pay for the cost of the preparation of the QDRO. The Order shall divide the marital portion of the accounts from the date of marriage to the date of the filing of the Dissolution of Marriage (July 13, 2016 - June 20, 2023).

**D.) Joint Accounts-**

**\$41,661.00** as her half of the joint marital bank accounts (Bank of America ending 5910 and 9222). Such payment will be made within 15 days of the signing of this Marital Settlement Agreement. The payment shall be made directly to the Wife via Certified Check or Bank Check. Upon payment, the Husband shall have full and complete authority over these accounts, and the Wife will sign any and all documents to remove her name from these accounts. The Wife will make no further deposits or withdrawals from these accounts.

**E.)** The Husband has a Schwabb investment account and a Health Savings Account which he represents are premarital. The Husband will provide discovery on these accounts by January 20, 2024. The parties will divide equally any marital increase to these accounts.

**4. Marital Residence:** The parties agree that the marital residence located at 2787 Eagles Landing, Ocoee, Florida 34761, shall be immediately placed on the market for sale utilizing Real Estate Agent Thomas Russell, who they have amicably chosen. The Husband shall have exclusive use and occupancy of the home until it is sold. The Wife shall stop paying her share of the marital home immediately. The parties shall allow the Real Estate Agent to guide their decisions as to the pricing of the home, staging of the home for sale, and any reductions in sale price of the home in

  
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efforts to sell the home. The proceeds of the marital home shall be split 50%/50% between the parties after payment of all commission, fees, title transfer costs and closing costs.

**5. Lake Properties:** The Husband owns two (2) lake front properties commonly known as 17935 and 17941 Lake Lucy Lane, Groveland. The parties agree to utilize an Appraiser at Herring Consulting Company, Phone Number #407-406-1547, and split the cost of the appraisal report 50%/50%. The Appraisal Report shall provide the value of the lake front properties on July 13, 2016 and the value on June 20, 2023. The Appraisal Report shall be sent to both Husband and Wife in order to evaluate the marital portion of the lake properties.

**6. Motor Vehicles:** The Husband shall keep and maintain his Chevrolet Avalanche and all vehicles, recreational vehicles, and motorcycles as listed on his Financial Affidavit. The Husband shall be fully responsible for all loan payments, insurance and any other liability related to these vehicles and motorcycles. The Wife shall keep and maintain 2016 Lexus. The Wife shall be fully responsible for all insurance, maintenance and any other liability related to these vehicles.

**7. Alimony/Spousal Support:** The parties agree that neither has a need for spousal support. Therefore, no alimony

  
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shall be awarded based on the income of each party and the division of assets.

**8. Attorney's Fees and Representation:** Each Party shall pay their own attorney fees and costs.

**9. Federal income tax returns:** The parties will file separate tax returns for 2023 and beyond.

**10. Governing law:** This agreement shall be construed and enforced in accordance with the laws of the State of Florida.

**11. Venue:** All obligations under this agreement shall be performed in the County of Orange, State of Florida.

**12. Execution of Instruments:** The parties agree to execute any other papers or instruments necessary to effectuate the conditions of this agreement.

**13. Default:** Should either party default in the performance of any obligation under this agreement, the defaulting party shall pay all reasonable attorney's fees, expenses and costs incurred by the non-defaulting party in seeking enforcement or relief.

**14. Maiden Name:** The Wife's name shall be restored to Rachél Jeanette Hilsmann.

**15. Entire agreement:** The above instrument expresses the entire agreement of the parties concerning the matters contained herein. Each party acknowledges that he or she has read and understands the agreement and all documents to which the agreement

  
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refers.

**IN WITNESS WHEREOF**, the parties hereto have subscribed their signatures and hereunto executed this agreement on the day and year first above written.

DocuSigned by:



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MARK JAMES RODENKIRCH  
Petitioner/Husband

DocuSigned by:



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RACHEL JEANETTE RODENKIRCH  
Respondent/Wife