

IN THE SUPERIOR COURT OF EFFINGHAM COUNTY
STATE OF GEORGIA


Jason E. Bragg, Clerk
Effingham County, Georgia

ROBERT M. COWELL JR.,)
)
 Plaintiff,) **CIVIL ACTION FILE NO.**
) **SUDR2024000141**
)
 v.)
)
 ROBIN D. COWELL)
)
 Defendant.)

SEPARATION AGREEMENT

THIS AGREEMENT, made and entered into between ROBERT M. COWELL JR., hereinafter referred to as "Husband", and ROBIN D. COWELL, hereinafter referred to as "Wife":

WITNESSETH:

WHEREAS, Husband and Wife are lawfully married but are living separately in consequence of certain irreconcilable differences between them; and

WHEREAS, Husband and Wife have no children born as issue of their marriage; and,

WHEREAS, in view of their intention to live separate and apart from each other permanently, the parties hereto are desirous of settling all questions of financial and property rights existing between them, including the division of real and personal property and all other claims each may have against the other, and have agreed upon terms and conditions for the settlement of such matters and for the other matters hereinafter recited in this Agreement; and,

WHEREAS, the parties hereto acknowledge they have been fully informed of their right to be separately and independently apprized and advised of their respective legal rights, remedies, privileges and obligations, arising out of the marriage relation or otherwise, and each having, in addition thereto, been fully informed of their rights to pursue formal discovery under the Georgia Civil Practice act, including but not limited to depositions, interrogatories, request for production

of documents, and requests for admissions, which can disclose information affecting the desired terms of a divorce settlement. By signing below, Husband and Wife acknowledge that they have had the opportunity to fully conduct formal discovery in this case and they do not wish to pursue further formal discovery to learn additional information about each other and each other's financial circumstances. By signing below, the parties waive their respective rights to such discovery and the information that might have otherwise been obtained; and,

WHEREAS, the parties hereto each warrant and represent to the other that they, and each of them, fully understand all the terms, covenants, conditions, provisions, and obligations incumbent upon each of them by virtue of this Agreement to be performed or contemplated by each of them hereunder, and each believes the same to be fair, just, reasonable and to his and her respective individual best interests;

NOW, THEREFORE, in consideration of the mutual promises and benefits to be obtained by each of the parties hereto and other good and valuable consideration, receipt whereof is hereby acknowledged, the parties do agree as follows:

1.

SEPARATE LIVING

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

2.

SEPARATE PROPERTY

The parties agree, and it is the intention of this Agreement, that each of the parties hereto shall manage, handle, control, and deal with his or her own property, both real and personal, and

the fruits of his or her own labors to the extent and in the same manner as though the parties hereto had never married, except as otherwise provided herein.

3.

SUPPORT

A. Alimony. Plaintiff agrees to pay Defendant \$1,500.00 per month for a span of 36 months to equate to \$54,000.00 in total. Payments will begin the first of the month following the date of the signing of the Final Decree and shall continue on the first of each month thereafter until 36 total months have passed.

4.

EQUITABLE DIVISION OF PROPERTY

A. Personal Effects and Household Goods. As a part of said equitable division, each party shall be entitled to his/her personal effects and property in his/her possession as agreed between the parties.

B. Automobiles. Wife shall have and retain sole and exclusive possession of the **2004 Toyota Tacoma** currently in Wife's possession and titled under both parties' names along with the obligation to pay any indebtedness thereon. Wife shall maintain and pay the insurance, ad valorem tax and registration fees on said vehicle. Wife shall hold Husband harmless therefrom and indemnify him for any loss or expense related to said vehicle. Husband shall cooperate with Wife to remove his name from the title to the vehicle.

Husband shall have and retain sole and exclusive possession of the **2020 Hyundai Santa Fe** currently in Husband's possession and titled under Husband's name, along with the obligation to pay any indebtedness thereon. Husband shall maintain and pay the insurance, ad valorem tax

and registration fees on said vehicle. Husband shall hold Wife harmless therefrom and indemnify her for any loss or expense related to said vehicle.

Except as set forth above, each shall be responsible for any financial obligation associated thereto.

C. Real Property. The Wife shall have the right to remain in the marital home located at 441 Lemans Drive, Bloomingdale, Georgia 31302 for a period of ninety (90) days from the date of the Final Decree. The Husband will have 60 days from the date of the Final Decree to remove his personal belongings from the home. The parties agree to list the marital home for sale no later than December 31, 2024. Upon the sale of the marital home and after the deduction of any outstanding mortgage balances, taxes, realtor fees, and closing costs, the Husband and Wife will split the net proceeds from the sale equally. The Husband will further pay the wife a one-time payment of \$66,000.00 from his portion of the net proceeds.

D. Bank Accounts. Each party shall retain their own checking and savings accounts titled in their respective names.

The Husband shall make a one-time payment of Twenty-Five Thousand Dollars (\$25,000.00) to the Wife from the joint Wells Fargo savings account ending in 7108. Both parties will cooperate to close this account thereafter.

The Husband shall make a one-time payment of Thirty Thousand Dollars (\$30,000.00) to the Wife from the joint Wells Fargo money market savings account ending in 2865. The Husband will receive the remaining balance of this account. Both parties will cooperate to close this account thereafter.

The Husband shall receive all funds from the joint Wells Fargo checking account ending in 2145. Both parties will cooperate to remove wife's name from this account.

The Husband shall make a one-time payment of One Thousand Two Hundred Fifty Dollars (\$1,250.00) to the Wife from the Husband's Geovista Christmas Club share account ending in 0170-130.

The Wife shall retain sole ownership and control over her personal Truist checking and savings accounts. The Husband acknowledges and agrees that the Wife's personal Truist checking, and savings accounts shall not be subject to any claims, liens, or encumbrances by him, and he waives any rights or interests in these accounts.

E. Retirement Accounts. The Husband agrees to pay the sum of Four Hundred Twenty Thousand Dollars (\$420,000.00) from his 401(k)-retirement account to the Wife via Qualified Domestic Relations Order, and he shall be responsible for the expense of same. The Husband shall initiate and ensure the prompt distribution of the specified amounts from his 401(k) retirement account to the Wife in accordance with this Agreement. The Wife shall retain sole ownership and control over her individual retirement account (IRA). Husband shall retain sole ownership of his Health Savings account (HSA) and pension. Wife waives any and all claims to or interests in the pension benefits or health savings account.

5.

PAYMENT OF FUTURE DEBTS

A. Existing Debts. The Husband agrees to pay off in full all outstanding balances on the following credit cards using his proceeds from the joint Wells Fargo checking account ending in 2145: American Express Credit Cards, Citibank Mastercard, Discover Card, JC Penney Card, BP Credit Card, Sears Mastercard. The Wife will cooperate to have her name removed as an authorized user from all cards immediately upon the execution of the Final Decree.

The parties, except as otherwise set forth herein, have no additional joint indebtedness.

6.

TAX RETURNS

Prior Returns. Husband and Wife will file separate tax returns for 2024 and every year thereafter. Husband and Wife warrant and represent that all joint income tax returns heretofore filed by the parties are true and complete and that no pending audit or examination exists for any of these returns. All costs and expenses associated with any audits, examinations, suits, or other proceedings in connection with those returns shall be divided evenly between Husband and Wife and by counsel or an accountant selected by Husband. Further, upon request, both parties shall participate therein and execute papers to the extent reasonably required by such counsel and such accountant. In the defense of any proceeding to assess any tax liability or in the institution or prosecution of any claim or action for refund, in connection with those returns, each party shall have the right to sue in the name of the other party to the extent permitted by law. All refunds recovered with respect to those returns covered by this subparagraph subsequent to the execution of this Agreement shall be equally divided between the parties.

At no point have the Attorneys of Record provided tax advice to the parties in this matter with regard to tax returns or tax implications of selling marital property or disbursing retirement accounts.

7.

ATTORNEY AND ATTORNEY'S FEES

A. Representation. Husband understands that Wife is Pro Se. Wife understands that Casey Tuggle, Esq, is representing Husband's interests in this matter. Each party shall be responsible for their own attorney's fees.

B. Breach. Nothing contained herein shall be deemed or construed as a waiver or denial

of either party's right to secure payment of attorney's fees, as provided by law for any breach by the other party of the terms of this Agreement or the violation of any order or decree in which this Agreement may be incorporated.

8.

MISCELLANEOUS

A. Notices. All notices or other communications given or made under this Agreement and not otherwise specified to the contrary, until notice to the contrary is given, shall be in writing and be hand delivered or mailed, certified or registered mail.

B. Additional Instruments. Husband and Wife shall, at any and all times, upon request by the other party or his or her legal representatives, make, execute, and deliver any and all such other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Separation Agreement, without charge therefor.

C. Incorporation in Divorce Decree. This Separation Agreement is made without in any manner consenting to a divorce between the parties, nor is it intended, nor shall it be construed, to be an agreement for dissolution of the marriage, but nothing contained herein shall be construed to bar or prevent either party from suing for absolute divorce in any court of competent jurisdiction because of any part of future conduct on the other's part nor to bar the other from defending any such suit. In the event any action is instituted, the parties shall be bound by all of the terms of this Agreement. This Agreement shall be offered in evidence in any such action, and if acceptable to the court, shall be made the temporary order of the court and shall be incorporated by reference in any decree that may be granted therein. Neither party shall ask for any provision in any such suit which is inconsistent with the provisions of this Agreement. Notwithstanding such incorporation, this Agreement shall not be merged in the order or decree but shall survive the same

and shall be binding and conclusive on the parties hereto.

D. Entire Agreement. This Separation Agreement contains the entire agreement between the parties and any and all verbal understanding or agreements previously entered into are considered merged in this written form.

E. Voluntary Agreement. The provisions of this Separation Agreement and its legal effect have been fully explained to the parties and each party acknowledges that this Separation Agreement is fair and equitable and that it is being entered into voluntarily and this Separation Agreement is not executed by either party as the result of any duress or undue influence.

F. Governing Law. All matters affecting the interpretation of this Separation Agreement and the rights of the parties hereto shall be governed by the laws of the State of Georgia.

9.

MUTUAL RELEASE

A. Release. Except as otherwise expressly provided, each of the parties for himself or herself and his or her heirs, legal representatives, executors, administrators and assigns, shall and does mutually remise, release and forever discharge each other from any and all actions, suits, debts, claims, demands and obligations whatsoever, both in law and in equity, which each of them ever had, now has or may hereafter have against the other upon or by reason of any matter, cause or thing up to the date of the execution of this Separation Agreement, except any and all cause or causes of action for divorce. Each party hereby releases and relinquishes any and all rights he or she may have hereafter as spouse under the present and future laws of any jurisdiction to share in the estate of any other party upon the latter's death except as herein set forth and to act as executor or administrator of the other party's estate. This provision is intended to constitute a mutual waiver by the parties of any rights to take against each other's Last Wills under the present and

future laws of any jurisdiction whatever. It is the intention of the parties that henceforth there shall exist as between them only such rights and obligations as are specifically provided in this Separation Agreement.

10.

MODIFICATION OF AGREEMENT

A. By Law. This Agreement is based upon the present income and financial status of Husband and Wife and the parties hereto further agree that if the same shall be incorporated in any final decree of divorce between the parties, this Agreement may thereafter be modified on application of either part for the reasons and upon the conditions provided under the laws of the State of Georgia as they now exist or may be hereinafter enacted.

B. Voluntary. Except as herein provided, no modification or waiver of any of the terms hereof shall be valid unless in writing signed by both parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver.

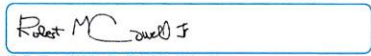
11.

CONSENT TO TRY

The parties consent to the jurisdiction and venue of this Court and agree that the divorce, which is the subject matter of this action, is not contested and that this case may be heard at any time thirty-one days from the filing of Defendant's Proof of Service, which was filed on March 18, 2024.

[signatures on following page]

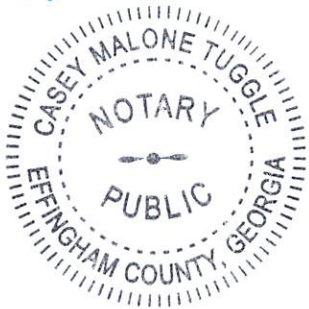
IN WITNESS WHEREOF, the parties have hereunto affixed their respective hands and seals and they hereby acknowledge that the provisions of this Agreement shall be binding on the respective heirs, assigns, executors, administrators as of the date and year first written above.


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ROBERT M. COWELL JR.,
Husband

Sworn to and subscribed before me
this 29 day of October, 2024.


NOTARY PUBLIC




ID GnV7lHwFRXbEcoeq1DGx1rp

ROBIN D. COWELL,
Wife

Sworn to and subscribed before me
this 30 day of October, 2024.


NOTARY PUBLIC

