

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

CASE NO.:
DIVISION:

IN RE: The MARRIAGE of

KIMBERLY JEAN KLINE
Petitioner/Wife,

And

BENJAMIN SCOTT KLINE
Respondent/Husband

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 10TH day of March, 2024, by and between, KIMBERLY JEAN KLINE, hereinafter referred to as the “Wife” and BENJAMIN SCOTT KLINE, hereinafter referred to as the “Husband”, and collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS the Parties were married to each other on December 22, 2001 in Vernon, Alabama.

WHEREAS, the parties have one minor child, namely, TAK, born July 21, 2016.

WHEREAS the Parties acknowledge that irreconcilable differences exist; and

WHEREAS in view of the Parties’ intentions to continue to live separate and apart, they desire to settle their respective marital property rights and obligations, both real and personal, that each may have by virtue of their marriage or otherwise; and

WHEREAS each of the Parties believes the terms herein to be fair, just and reasonable, and each has assented freely and voluntarily to the terms contained herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants, promises and undertakings herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged between the Parties, and said Parties have agreed and do hereby agree as follows:

MINOR CHILD:

The parties agree that it is in the best interest of their minor child for the parties to have shared parental responsibility with the Wife having majority timesharing subject to the attached parenting plan.

CHILD SUPPORT:

The Husband shall pay child support directly to the Wife commencing June 16, 2024 in the amount of \$725.00 per month. Said child support shall be paid monthly on the 16th day of the month. Said child support shall continue until said child attains the age of 18 or age of majority, graduates from high school but in no event past the age of 19 or becomes emancipated or self supporting.

Payment Method. Child Support shall be paid via automatic direct deposit from Husband to Wife's bank account. Wife shall provide the necessary bank account information to Husband in order to facilitate deposits to her preferred bank account. Husband shall ensure that timely, consistent and continuous payments are made directly to Wife for the duration of the Child Support payment period.

LIFE INSURANCE:

The Husband currently has a life insurance policy, through his employer, United Airlines, with a face value of 1,000,000.00 naming the Wife as beneficiary. The Husband shall not do anything to change the beneficiary as the Wife shall continue to be an irrevocable beneficiary. The Wife shall be entitled to request and receive proof from the Husband at any time that said policy is in full force and effect. In the event, the Husband is no longer employed through United Airlines, the Husband shall then obtain another term life insurance policy with the same death benefit/face value of \$1,000,000.00.

NON-MODIFIABLE DURATIONAL ALIMONY

The Husband agreed to pay directly to the Wife the sum of \$3000.00 per month non-modifiable durational alimony for a period of 12 years. Said alimony shall be paid on the 2d day of each and every month. The first payment shall be due on May 2, 2024 and the last payment shall be due May 2, 2036. All alimony payments are non-modifiable even in the event of the Wife's remarriage or cohabitation.

Alimony shall be paid by automatic direct deposit from Husband to Wife's bank account. Wife shall provide the necessary bank account information to Husband in order to facilitate deposits to her preferred bank account. Husband shall ensure that timely, consistent and continuous payments are made directly to Wife for the duration of the spousal maintenance period.

DIVISION OF PROPERTY AND DEBTS

MILITARY BENEFITS:

The parties acknowledge that the Wife is a 20/20/20 spouse and is entitled to all benefits afforded under federal law including but not limited to have a military ID card, receive health care and commissary benefits. The length of marriage shall be defined as the date of the entry of Final Judgment of Dissolution of Marriage. The parties agree to the entry of a Qualified Military Order designating the Wife as alternate payee of 50% of the Husband's military retired pay including cost of living raises from the United States Armed Forces pursuant to Title X, Section 1408, of the United States Code. Any court entering its final judgment for dissolution or divorce shall retain jurisdiction over the parties and subject matter to enter a Qualified Domestic Relations Order or orders as may be required or requested by the Defense Finance and Accounting Service (DFAS) with approval responsibility for applications requesting direct allotment under the Former Spouses' Protection Act. The Husband shall pay for the preparation and entry of the QDRO. In the event, the Husband elects to increase his VA waiver, then in that event, 50% the portion of his gross pay which he receives in form of disability shall be paid by the Husband directly to the Wife. Padot v. Padot, 891 So.2d 1079 (Fla. 2d DCA 2005). The Husband shall retain the services of Matthew Lundy Esq. to draft the QDRO and be responsible for his fees.

HUSBAND'S THRIFT SAVINGS PLAN:

The parties agree to an entry of an Order designating the Wife as alternate beneficiary of the Husband's entire Thrift Saving plan. The Husband shall retain the services of Matthew Lundy Esq. to draft the appropriate Order effectuating same and be responsible for his fees. The parties agree that the Court shall reserve jurisdiction for the purposes of enforcement.

MARITAL HOME:

The parties are joint owners of certain real estate located at 3503 Old Course Lane, Valrico, Florida 33596. The Wife shall execute a quit claim deed conveying all of her right, title and interest in and to said real property to the Husband. The Husband shall continue to be solely responsible for the mortgage payment, taxes and insurance and hold the Wife harmless thereon. The Husband shall refinance the mortgage or otherwise remove the Wife's name from the mortgage within 2 years so that the Wife may "free up" her credit to purchase a home should she desire. The Wife shall have the right to remain in the martial home for up to 60 day after receipt of the Husband TSP payment from the RBCO settlement regardless of refinancing status of the home, to include the Husband being the sole owner of said home.

PERSONAL PROPERTY.

The parties shall amicably divide their personal property as well as their vehicles.

MARITAL DEBT:

The Husband shall be responsible for the payment of all credit card debt.

REPRESENTATIONS

The parties represent to each other: (a) That the Wife is hereby represented by Marina Taylor, Esq. The Husband is unrepresented. That the Husband is entitled to receive or is entitled to receive independent legal advice by counsel of his own selection in the negotiation of this Agreement.

Each party fully understands the facts and is fully aware of his and her legal rights and obligations, and each party is signing this Agreement freely and voluntarily, intending to be bound by it.

(b) That each party understands and agrees that this Agreement constitutes the entire contract of the parties, and that it supersedes any prior understandings or agreements between them. There are no representations or warranties other than those expressly set forth herein.

(c) That each party warrants to the other party that there are no other debts and, should there be any debts that surface after the execution this Agreement, that the party who incurred the debt shall be solely responsible for same and shall indemnify and hold the other party harmless therefrom.

(d) Each party has made a full financial disclosure of his/her income and financial assets and otherwise made a full financial disclosure to the other party.

MUTUAL RELEASE:

Except as otherwise provided herein, each party waives, releases and relinquishes all rights that he or she may have or may hereafter acquire as the other party's spouse under the present or future laws of any jurisdiction, including, but not limited to the following:

- (a) To elect to take against any will or codicil of the other party now or hereafter in force;
- (b) To share in the other party's estate; or
- (c) To act as Personal Representative of the other party's estate.

SEVERABILITY:

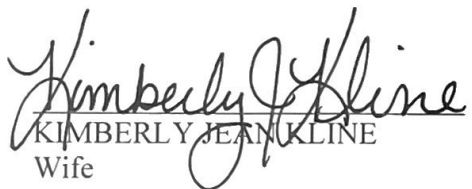
If any portion of this Agreement is held illegal, unenforceable, void or voidable by any Court, then each of the remaining terms hereof shall nevertheless remain in full force and effect as a separate contract. This Agreement shall be deemed modified and amended to the extent necessary to render it valid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

SUBSEQUENT DISSOLUTION OF MARRIAGE:

The parties agree that this agreement shall be incorporated into a Final Judgment of Dissolution of Marriage, if acceptable to the court. This Agreement shall not be merged with it. This Agreement shall, in all respects, survive the judgment.

ENFORCEMENT

The Court shall reserve jurisdiction of the parties and of the subject matter hereof for purposes of enforcement. The parties agree that the court will retain specific jurisdiction for the purpose of entering Orders to divide the Husband's retired military pay and Thrift Savings Plan

 10 APR 2024
KIMBERLY JEAN KLINE
Wife

 10 APR 2024
BENJAMIN SCOTT KLINE
Husband