

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT IN AND FOR  
SARASOTA COUNTY, FLORIDA CIVIL ACTION

STEPHANIE KENT,  
Petitioner,

CASE NO. 2023 DR 5458 SC

v.

ERIC KENT,  
Respondent.

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**MARITAL SETTLEMENT AGREEMENT**

This Agreement is made in connection with an action for dissolution between Stephanie Kent (referred to as "Petitioner" or "Wife" herein) and Eric Kent (referred to as "Respondent" or "Husband" herein) who agree as follows:

**WHEREAS**, the parties hereto were married to each other on or about January 12, 2018;

**WHEREAS**, no minor children were born or adopted, and none are expected;

**WHEREAS**, Petitioner has filed a petition for dissolution of marriage in the above case, and this Agreement is intended to be introduced into evidence in such action, to be incorporated in a Final Judgment entered therein;


**WHEREAS**, the parties acknowledge that irreconcilable differences exist, that the marriage is irretrievably broken, and that the parties intend to live separate and apart from each other;

**WHEREAS**, the parties wish to settle between themselves, now and forever, their respective rights, duties, and obligations regarding property, liabilities, and children;

**WHEREAS**, each party has read this Agreement and understands its terms and consequences, and each party believes that this Agreement is fair, just, and reasonable, and in the best interest of the children;

**WHEREAS**, each party has assented to this Agreement freely and voluntarily, without coercion or duress;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parties have agreed and do hereby agree as follows:

  
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**E.K.**

**ARTICLE I  
REAL PROPERTY**

**Marital Home:**

- 1.1. There exists certain real property in which one or both parties may claim an interest, herein referred to as the “marital home,” located at 3381 S. San Mateo Dr. North Port, Florida 34288.
- 1.2. The Husband shall retain possession of the marital home. Immediately after the Final Judgment in this case is entered, the Wife shall sign the Quitclaim Deed provided by the Husband through his attorney.
- 1.3. There is a mortgage owed on the marital home, with a balance at the time of filing of approximately \$222,245.00.
- 1.4. The Husband shall assume the mortgage. The Husband shall have 120 days from receipt of the signed Quitclaim Deed to record the Quitclaim Deed and refinance the mortgage into his name.

**ARTICLE II  
RETIREMENT**

2.1 **Publix Stock Retirement Account:** The Wife’s share of the Husband’s retirement accrued during the marriage totals \$11,629.71. The parties agree to employ Matthew Lundy to prepare the Qualified Domestic Relations Order. The costs of the preparation of the Qualified Domestic Relations Order shall be paid by the Husband within 90 days of final judgment in this case.

2.2 Each party shall receive any and all benefits existing by reason of his or her past, present, or future employment or military service, including but not limited to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, military retired pay, accrued unpaid bonuses, or disability plan, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom and any other rights related thereto. The other party hereby waives and releases any and all claims or interest therein.

**ARTICLE III  
DIVISION OF OTHER ASSETS AND LIABILITIES**

3.1 Husband shall receive exclusive ownership in the following assets and items, and Wife waives and releases any and all claim or interest in such assets and items:

- (a) All sums cash in the possession of Husband or subject to his sole control.

  
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- (b) All household furnishings and appliances in the possession of Husband or subject to his sole control.
- (c) The entirety of the IRS debt, currently totaling approximately \$12,000.00.
- (d) All debt related to the installation of solar panels and a pool to the marital home.
- (e) All credit card debt from Discover Card and Sears. Both accounts shall be placed solely into Husband's name.
- (f) All clothing, jewelry and personal effects in the possession of Husband or subject to his sole control.
- (g) All funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in Husband's sole name or from which Husband has the sole right to withdraw funds or which are subject to Husband's sole control.
- (h) All stocks, bonds, mutual funds, and securities in Husband's sole name, together with any dividends, splits, and other rights and privileges in connection therewith.
- (i) Husband's vehicle. The parties agree that the Husband shall be solely responsible for any loan payments on Chevy Cruz, insurance, all necessary maintenance expenses associated therewith, and any and all liability which may arise from the use of said vehicle(s). The Wife shall execute any and all documents necessary to transfer title of the vehicle into the Husband's name within five (5) days of receiving the same from the Husband.

3.2 Wife shall receive exclusive ownership in the following assets and items, and Husband waives and releases any and all claim or interest in such assets and items:

- (a) All sums of cash in the possession of Wife or subject to her sole control.
- (b) All household furnishings and appliances in the possession of Wife or subject to her sole control.
- (c) All clothing, jewelry and personal effects in the possession of Wife or subject to her sole control.
- (d) All funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in Wife's sole name or from which Wife has the sole right to withdraw funds or which are subject to Wife's sole control.

  
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- (e) All stocks, bonds, mutual funds, and securities in Wife's sole name, together with any dividends, splits, and other rights and privileges in connection therewith.
- (f) Wife's vehicle. The parties agree that the Wife shall be solely responsible for any loan payments on the Rav-4, insurance, all necessary maintenance expenses associated therewith, and any and all liability which may arise from the use of said vehicle. The Husband shall execute any and all documents necessary to transfer title of the vehicle into the Wife's name within five (5) days of receiving the same from the Wife.

3.3 Except for the items specifically conferred or addressed as set forth hereinabove or as otherwise expressly provided by this Agreement, each party shall have exclusive ownership of all items of personal property that are currently in his or her possession, and the other party waives and releases any and all claim or interest in such items.

### **Equalizing Payment**

3.4 In order to achieve an equitable division of marital assets and liabilities between the parties, the Husband shall make an equalizing payment of One Thousand Five Hundred Sixteen Dollars and Fifty Cents (\$1,516.50) to the Wife within 90 days of final judgment in this case. As provided by Section 1041 of the Internal Revenue Code, the parties agree that such payment does not constitute alimony, and that there should be no recognized gain or loss for such payment because it is made incident to the dissolution of marriage.

### **General Provisions**

3.5 Full and Complete Disclosure. Each party hereto warrants and agrees that he or she has made a full and complete disclosure to the other party of all marital and nonmarital property, income, assets and liabilities.

3.6 Other Information or Instruments. Each party agrees to provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Agreement.

3.7 Nondischargeable in Bankruptcy. All terms of this Agreement pertaining to the division of marital property, including but not limited to any hold harmless or indemnification provisions, are specifically intended by the parties to be nondischargeable in the event of bankruptcy.

## **ARTICLE IV NO ALIMONY**

4.1 Both parties waive any claim for alimony, whether temporary, durational, "bridge-

  
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the gap," rehabilitative, or lump sum. No provision of this Agreement should be construed as payment of alimony by either party.

## **ARTICLE V TAX ISSUES**

### **Federal Income Taxes for Tax Year 2024**

5.1 For tax year 2024, each party shall file an individual income tax return in accordance with the Internal Revenue Code.

5.2 Each party shall timely pay his or her tax liability in connection with the tax return filed by such party. The Husband shall assume full tax liability for the amount currently owed the IRS, as agreed in the division of liability in section 3.1 of this agreement. Any refund received as a result of a party's tax return shall be the sole property of the party filing such tax return.

5.3 Each party shall indemnify and hold harmless the other party for such taxes, liabilities, deficiencies, assessments, penalties, or interest due thereon or the omission of taxable income or claim of erroneous deductions of the applicable party.

### **Other Provisions**

5.4 Attorney is Not Tax Expert. The parties acknowledge that any attorney involved with this Agreement does not claim to be an expert in tax matters. Each party states that he or she has consulted or has had the opportunity to consult with a tax professional to fully evaluate the tax implications and consequences of this Agreement.

5.5 No Waiver of "Innocent Spouse". The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "Innocent Spouse" provisions of the Internal Revenue Code.

## **ARTICLE VI COURT COSTS AND ATTORNEY'S FEES**

6.1 Any costs of court, including the filing fee for the petition for dissolution, will be borne by the party incurring the same.

6.2 Each party will be responsible for his or her own attorney's fees incurred herein.

## **ARTICLE VII**

  
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## GENERAL PROVISIONS

7.1 Mutual Release. Each party waives, releases and relinquishes any actual or potential right, claim or cause of action against the other party, including but not limited to asserting a claim against the estate of the other party or to act as a personal representative of such estate, except as otherwise provided for in this Agreement or arising hereunder.

7.2 Resolution of Future Disputes. In the event of any disagreement regarding an issue between the parties, the parties shall first confer and exercise reasonable efforts to resolve such a dispute. Except in an emergency, before a party files legal action regarding an issue of any such dispute or regarding modification of any terms and conditions of this Agreement, that party shall make a good faith attempt to submit the dispute or controversy to mediation.

7.3 Reconciliation. In the event of a reconciliation or resumption of marital relations, this Agreement or its provisions shall not be abrogated in any way without further written agreement of the parties.

7.4 No Oral Agreements. The parties agree that this Agreement constitutes the entire agreement of the parties, that this Agreement supersedes any prior understandings or agreements between them, and that there are no representations, warranties, or oral agreements other than those expressly set forth herein.

7.5 No Waiver of Breach. The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

7.6 Severability. This Agreement is severable, and if any term or provision is determined to be unenforceable, this shall not render the remainder of the Agreement unenforceable.

7.7 Other Acts. Each party agrees to timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Agreement.

7.8 Survival of Agreement; No Merger. This Agreement may be offered into evidence by either party in an action for dissolution of marriage and may be incorporated by reference in a final judgment entered therein. Notwithstanding incorporation, this Agreement shall not be merged in such judgment but shall survive the judgment and be binding on the parties.

7.9 Remedies for Enforcement. The terms and provisions of this Agreement are enforceable in contract, in addition to any remedies for enforcement that may also be available under any final judgment of dissolution of marriage entered between the parties.

7.10 Wife's Name: The Wife's maiden name of Stephanie Ann Dunnahoe shall be

  
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restored.

**I, STEPHANIE KENT, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.**

Dated: 5/15/2024



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STEPHANIE KENT

**I, ERIC KENT, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.**

Dated: 5/15/2024



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ERIC KENT

## eSignature Details

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<b>Signer ID:</b>	<b>MaVEJTq9TPKBLy5buzephrT5</b>
Signed by:	Stephanie Kent
Sent to email:	stephanieann0807@gmail.com
IP Address:	71.208.118.248
Signed at:	May 15 2024, 4:42 pm EDT



## eSignature Details

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**Signer ID:** s1r2w8kMbvMqNWkUnYeHePgw  
**Signed by:** Eric Kent  
**Sent to email:** erickent719@yahoo.com  
**IP Address:** 107.77.215.4  
**Signed at:** May 15 2024, 5:18 pm EDT