

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

Case No.: 2023-DR-221-SC

Division: Family

IN RE THE MARRIAGE OF:

SUSANNE GILL,  
Wife,

and

ROBERT GILL,  
Husband.

**MARITAL SETTLEMENT AGREEMENT**

This Agreement is made in connection with an action for dissolution between Susanne Gill, referred to as "Wife" herein, and Robert Gill, referred to as "Husband" herein, who are sworn and agree as follows:

**WHEREAS**, the parties hereto were married to each other on or about April 22, 2000;

**WHEREAS**, there are no remaining children of the parties under the age of 18 or otherwise entitled to support, and none are expected;

**WHEREAS**, Wife 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 and liabilities;

**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;

**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:

## ARTICLE I REAL ESTATE

### REAL PROPERTIES:

1.1 The parties own the marital residence located at 1815 Scarlett Avenue, North Port, Sarasota County, Florida as Tenants by the Entireties.

1.2 The parties have listed the Scarlett Avenue property Ron Gubiotti, Jr. with Exit King Realty (941) 769-1742 at an agreed listing price. Both parties shall cooperate and timely sign all documents necessary sell the residence. If the parties are unable to agree on the sale terms, they shall follow the recommendation of their realtor.

1.3 The "net sales proceeds" are defined as the gross sales price, LESS any real estate commissions, customary and ordinary closing costs, and full payment of all existing mortgage indebtedness on the property.

1.4 The net sales proceeds from the Scarlett Avenue property shall be divided as follows: seventy-five percent (75%) to Wife, and twenty-five percent (25%) to Husband.

1.5 The Husband shall bear financial responsibility for the mortgage, taxes, homeowner's insurance, and utilities pending sale of the Scarlett Avenue property for 90 days following execution of this Agreement. If the property is not sold within 90 days of this Agreement, each party shall be equally responsible for the mortgage, taxes, homeowner's insurance, and utilities until the property is sold. If one party pays the other party's one-half share of these expenses, the other party shall be reimbursed at closing out of the other party's share.

1.6 The Husband shall receive 100% of the real property located at Lot 31, Clearwater Creek, Rutherfordton, North Carolina. Wife shall execute a Quitclaim Deed provided by the Husband within five (5) days.

1.7 The Court shall reserve jurisdiction to enter any such Orders relating to the parties' real properties.

## ARTICLE II RETIREMENT

2.1 Wife shall retain all interests in her retirement accounts and benefits in her AIG Coastal Behavioral Account with a balance of \$9,530.88 as of July 21, 2023, and her AIG State of Florida Deferred compensation account with a balance of \$2,765.98 as of July 21, 2023, free of any claim by the Husband.

2.2 Husband shall retain all interests in his 401k account with Walmart with a balance of \$46,823 as of July 24, 2023 free and clear of any claim by the Wife..

2.3 Husband's Taylor Morrison 401k account has a balance of \$42,367 as of July 24,

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2023. Wife shall receive the amount of \$38,450 from Husband's Taylor Morrison 401k account, together with any passive appreciation or depreciation from July 24, 2023 to date of distribution and all remaining balance shall be retained by the husband free and clear of any further claims of the Wife.

2.4 The parties shall share equally in the cost of the QDRO (Qualified Domestic Relations Order) to effectuate a distribution of the Taylor Morrison 401k account to Wife consistent with this Agreement. The parties shall contact and retain Lundy Law within seven (7) days of execution of this Agreement to prepare the QDRO if Taylor Morrison does not already have a pre-approved form. If one party chooses to use Michael Lundy rather than the pre-approved form, they would be solely responsible for all fees and costs associated therewith.

2.5 Each party shall retain all interests in their separate Florida Retirement System accounts (FRS), free of claim by the other party.

### ARTICLE III DIVISION OF OTHER ASSETS AND LIABILITIES

#### Division of Other Assets

3.1 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 except as otherwise stated herein.

(b) Achieva checking and savings bank accounts ending in #523 in Wife's name.

(c) All clothing, jewelry and personal effects in the possession of Wife or subject to her sole control. See also Exhibit "A", which sets forth division of miscellaneous furniture, furnishings and other personalty.

(d) Wife's 2014 Mercedes SLK automobile in her sole name. The Wife shall bear sole financial responsibility for the lien encumbering the automobile with Pentagon Federal Savings Bank. Wife shall indemnify and hold Husband harmless from any liability for the lien. Wife shall bear sole financial responsibility for the tags, registrations, insurance, and repairs/maintenance for this automobile.

(e) The 2011 Hyundai Elantra automobile, which is titled in Wife's sole name, shall be transferred to the parties' adult son, Branon within thirty (30) days.

(f) The Wife's Prudential whole life insurance policy is Wife's premarital property. Wife shall retain this policy as her sole and separate property.

(h) The parties shall share equally in the Achieva Credit Union joint account ending in #80001 with a balance of \$1,011.59.

3.2 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 of cash in the possession of Husband or subject to his sole control, except as otherwise stated herein.

(b) Achieva checking and savings bank accounts ending in #224 in Husband's sole name.

(c) All clothing, jewelry and personal effects in the possession of Husband or subject to his sole control. See also Exhibit "A", which sets forth division of miscellaneous furniture, furnishings and other personalty.

(d) Husband's 2019 Chevy Silverado truck in his sole name. The Husband shall bear sole financial responsibility for the lien encumbering the truck. Husband shall indemnify and hold Wife harmless from any liability for the lien. Husband shall bear sole financial responsibility for the tags, registrations, insurance, and repairs/maintenance for this truck.

(e) The 1980 Chevy Corvette automobile titled in Husband's sole name and not encumbered with a lien. Husband shall indemnify and hold Wife harmless for the tags, registrations, insurance, and repairs/maintenance for this car.

(f) The Husband shall retain sole ownership of the two (2) Boxer dogs.

(g) The parties shall share equally in the Achieva Credit Union joint account ending in #80001 with a balance of \$1,011.59

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.

#### **Division of Liabilities**

3.4 Wife shall pay the following debts, liabilities and obligations, and shall indemnify and hold Husband and his property harmless from any failure to pay the same:

(a) Any/all credit card and other debts held solely in Wife's name, except as otherwise specifically set forth herein.

3.5 Husband shall pay the following debts, liabilities and obligations, and shall indemnify and hold Wife and her property harmless from any failure to pay the same:

(a) Any/all credit card and other debts held solely in Husband's name, except as otherwise specifically set forth herein.

3.6 There are no other obligations or liabilities of the parties known to exist. Any obligation or liability that is not listed herein shall be the responsibility of the party that incurred the same, and the party that incurred the same shall indemnify the other party and the property of the other party harmless from liability therefor.

3.7 Neither party shall hereafter incur any obligation or liability for which the other party will be liable.

### **General Provisions**

3.8 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.

3.9 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.

3.10 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 ALIMONY**

4.1 Each party forever waives any and all forms of alimony from the other, including, but not limited to: temporary, rehabilitative, bridge-the-gap, and durational alimony.

### **ARTICLE V TAX ISSUES**

#### **Federal Income Taxes for Tax Year 2023**

5.1 For tax year 2023, each party shall file an individual income tax return in accordance with the Internal Revenue Code.

5.2 Any prior audits for joint tax returns from past years are the equal responsibility of both parties.

5.3 Each party shall timely pay his or her tax liability in connection with the separate tax return filed by such party. Any refund received as a result of a party's separate tax return shall

be the sole property of the party filing such tax return.

5.4 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.

5.5 Each party may claim 50% of the tax credits for the parties' real properties set forth in Article I herein if they equally pay the associated obligation.

#### **Other Provisions**

5.6 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.

5.7 Request for Information and Cooperation. It is agreed that each party shall provide any information reasonably necessary to prepare federal income tax returns, within thirty (30) days of receipt of a written request for the same. Each party shall reasonably cooperate with the other in the preparation of income tax returns as set forth hereinabove. Within five days of receipt of written notice from the other party, each party will allow the other party access to these records in order to respond to an IRS examination or request for information. Purposes for which access to such records will be granted includes, but is not limited to, the determination of acquisition dates or tax basis, and such access shall include the right to copy the records.

5.8 Preservation of Information. Each party shall preserve for a period of seven years from the date of the filing of the applicable tax return, all financial records relating to the marital property. Each party shall preserve indefinitely, any records which determine or affect the tax basis in any marital property.

5.9 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 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.

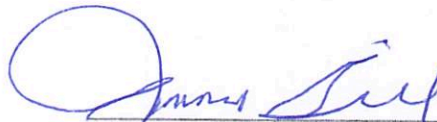
7.8 Survival of Agreement; No Merger. This Agreement may be offered into evidence by either party in an action for dissolution of marriage, and may be incorporated by reference in a final judgment entered therein. Notwithstanding incorporation, this Agreement shall not be merged in such judgment but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

7.9 Remedies for Enforcement. In the event of an alleged default, breach or non-compliance by either party of any provision of this Agreement, Court Order, or Judgment made pursuant to this Agreement, the prevailing party shall be entitled to reasonable attorney fees and other costs incurred in prosecuting any enforcement proceeding.

7.10 Reservation of Jurisdiction. The Court shall reserve jurisdiction to enter any such Orders necessary to effectuate the provisions of this Agreement.

I, SUSANNE GILL, 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.

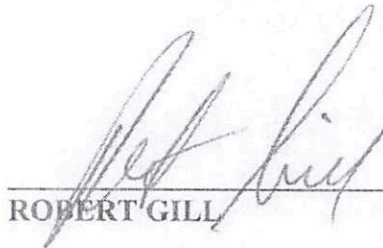
Dated: July 24, 2023



SUSANNE GILL

I, ROBERT GILL, 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: 24 July, 2023



ROBERT GILL



## EXHIBIT A

### WIFE'S PROPERTIES

Jewelry

Wife's Firearms

Master bedroom furniture; décor (anything personally family oriented or pictures would be equally shared)

Master bathroom content

Living room: Television and stand; décor

Dining room: Wife's personal items from the China cabinet (ie, gifts/inherited items from family members)

Den: Wife's football banners, pictures, memorabilia; split UCF items; safe; desktop computer

Kitchen: Table and decorations; half of cooking/dish items

Lanai: Furniture and décor

Hall: Any family related pictures or artwork will be equally shared. Non-personal décor the Wife can have.

Other bedroom: Headboard and footboard; VCR tapes; Thomas Tank items

Laundry room: Washer and Dryer unless sold with house; half of cabinet items

Garage: Wife's items only

Holiday décor: Indoor holiday décor and share family ornaments

Share all family photos

### HUSBAND'S PROPERTIES

Jewelry

Husband's Firearms

Collectibles

Living room: All living room furniture other than Television and stand; gifts and inherited items from family members)

Dining room: All dining room furniture, including China cabinet contents and Husband's personal items contained in cabinet inherited from family members.

Den: Husband's football banners, pictures, memorabilia; split UCF items; lock boxes; desk; piano

Kitchen: Half of cooking/dish items

Other bedroom: Dresser and two nightstands

Laundry room: Half of cabinet items

Garage: All tools and Husband's items

Holiday décor: Outdoor holiday décor and share family ornaments

Share all family photos

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