

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR HENDRY COUNTY, FLORIDA

IN RE: The Marriage of:

ROBERTA THOMAS,
Wife,

and
JOSEPH THOMAS,
Husband.

Case No. 2022 DR 331

MARITAL SETTLEMENT AGREEMENT FOR DISSOLUTION OF MARRIAGE

THIS AGREEMENT made and entered into by and between JOSEPH THOMAS hereinafter referred to as “HUSBAND”, and ROBERTA THOMAS, hereinafter referred to as “WIFE”,

WITNESSETH:

WHEREAS the parties hereto are Husband and Wife having been married on July 19, 2002, and

WHEREAS there have been no children born of this marriage, and Wife is not currently pregnant,

WHEREAS in consequence of disputes and irreconcilable differences, the Wife has heretofore commenced a suit for dissolution of marriage against Husband in the Circuit Court of the Twentieth Judicial Circuit in and for Hendry County, Florida, and

WHEREAS it is the intention of the parties to continue to live apart for the rest of their natural lives, and

WHEREAS the parties desire to settle their respective property rights,

NOW THEREFORE it is mutually agreed by and between the parties as follows:

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1. **CONSIDERATION:**

The consideration for this Agreement is the mutual promises and agreements herein made.

2. **SEPARATION:**

It shall be lawful for each party at all times hereafter to live separate and apart from the other party at such place or places as he or she may from time to time choose or deem fit.

3. **NO INTERFERENCE:**

Each party shall be free from interference, authority, and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, nor compel or endeavor to compel the other to cohabit or dwell with him or her.

4. **ALIMONY:**

Both parties forever give up their claim for any form of alimony.

5. **DIVISION OF PROPERTY:**

i.) Except as otherwise provided in this Agreement, the parties have divided between them, to their mutual satisfaction, all other real and personal property which have heretofore been used by them in common, and neither party will make any claim to any such items which are now in the possession or control of the other.

ii.) The parties have agreed that Wife shall retain her 2010 Toyota Camry and be solely financially responsible for same. Husband shall retain the 2021 Toyota Tacoma and the Harley Davidson motorcycle and be solely financially responsible for same. Husband shall retain his musical instruments and the contents of the marital home that have not already been divided. Wife shall retain all personal property in her possession and the Blue Green Timeshare and be solely

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financially responsible for same. Wife shall remove the Husband's name from the obligation as soon as is practicable and Husband shall execute any documents necessary to facilitate same.

iii.) The parties agree that the real property owned by the parties located at 330 4th Avenue, LaBelle, shall be retained by the Husband. Husband shall maintain the payments on the note secured by the mortgage on the property and shall otherwise maintain and pay all taxes and insurance on the property. Husband shall refinance the property to remove the Wife from the obligation as soon he is reasonably able, but otherwise within one (1) year of execution hereof. Wife shall execute a Special Warranty Deed transferring her interest to the Husband at or before the time of refinance to facilitate same.

iv.) The parties shall equally split all retirement accounts which may require QDROs to do so. The parties agree to execute all documents necessary to facilitate same. The parties will use Matthew Lundy, Esq. for preparation of any required QDRO and equally share the costs of those services.

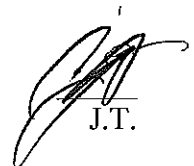
v.) Each party shall retain all monies contained within any bank accounts in their name without claim from the other party.

vi.) In consideration for the division of assets and liabilities and considering each party's claim for marital waste, the parties have agreed that Husband shall pay an equalizer payment to the Wife as final settlement of Equitable Distribution in the amount of \$45,000.00 payable within thirty (30) days of the execution of this agreement. The parties agree that this division of assets and liabilities is in the best interest of the parties and is fair and equitable.

6. **DEBTS OF THE PARTIES:**

i.) Except as otherwise provided in this Agreement, the parties have divided between them, to their mutual satisfaction the debts of the parties.

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ii.) Each party shall be solely responsible for any other credit obligation in their name and shall indemnify and hold the other harmless for same.

iii.) Husband shall be solely responsible for the note and mortgage on the marital home, the 2021 Toyota Tacoma and credit cards in his name. Wife shall be solely responsible for the obligation on the Bluegreen Timeshare and all credit cards in her name.

iv.) Each party shall be solely responsible for any other credit obligation in their name and shall indemnify and hold the other harmless for same.

v.) Except as otherwise indicated in this Agreement, neither party shall charge nor cause or permit to be charged to nor against the other any purchase or purchases, which either of them may make hereafter.

vi.) The parties further represent and warrant to each other that they have not incurred any debts or made any contract for which the other party or the other party's estate may be liable.

7. **ATTORNEY'S FEES:**

Parties expressly agree that they shall each be solely responsible for attorney's fees and costs incurred in the litigation process, and the preparation and negotiation of this Agreement to their respective attorney's.

8. **ACCEPTANCE BY HUSBAND AND WIFE:**

Husband and Wife acknowledge that the provisions of this Agreement for their support and maintenance are fair, adequate, and satisfactory to them, and in keeping with their accustomed standard of living and their reasonable requirements. Both parties accept these provisions in full and final settlement and satisfaction of all claims and demands for alimony or for any other provision for support and maintenance, and fully discharge the other from all such claims and demands except as provided in this Agreement.

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9. **MODIFICATION, ANNULMENT OR WAIVER:**

A modification, annulment or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

10. **NECESSARY DOCUMENTS:**

Each of the parties shall execute and deliver to the other party any documents that may be reasonable required to accomplish the intention of this instrument and shall do all of the necessary things to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment and conveyance of property and rights in such manner, and with such force and effect as shall be necessary to effectuate the terms of this Agreement.

11. **SITUS:**

This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

12. **PARTIAL INVALIDITY:**

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

13. **BINDING EFFECT:**

Except as otherwise stated herein, all provisions of this Agreement shall be binding upon the respective heirs, next of kin, and personal representative of the parties.

14. **MUTUAL RELEASES:**

Except as otherwise provided in this Agreement each party releases the other from all claims or demands up to the date of execution of this Agreement. Except as otherwise provided, each party

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waives, releases, and relinquishes all rights that he or she may now have or may hereafter acquire as to the other party's spouse under the present or future laws of any jurisdiction:

- a. To elect to take against any Will or Codicil of the other now or hereafter in force;
- b. To share in the other party's estate; and
- c. To act as personal representative of the other party's estate.

15. **DISSOLUTION OF MARRIAGE:**

The parties intend for the Court to approve this Agreement, and if acceptable to the Court, and shall be incorporated by reference in the judgment that will be rendered dissolving the marriage. However, notwithstanding incorporation in the judgment, this Agreement shall not be merged in it, but shall survive the judgment and be binding on the parties for all time.

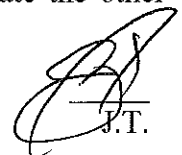
16. **REPRESENTATIONS:**

The parties represent to each other:

- a. Each party fully understands the facts and has been fully informed as to his or her legal rights and obligations, and each is signing this Agreement freely and voluntarily intending to be bound by it.
- b. Each has made a full disclosure to the other of his or her current financial condition.
- c. Each understands and agrees that this Agreement constitutes the entire contract of the parties. It supersedes any prior understandings and/or agreements between them upon the subjects covered in this Agreement. There are no representations or warranties other than as set forth in it. The provisions of this Agreement are severable.

That is, the invalidation of one provision herein set forth shall not invalidate the other

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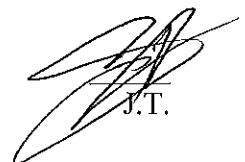


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provisions of this Agreement. The constructional interpretation of this Agreement shall be governed by the laws and case decisions of the State of Florida.

IN WITNESS WHEREOF the parties hereto have signed, sealed and acknowledged this Agreement on this 15 day of JUNE, 2023.

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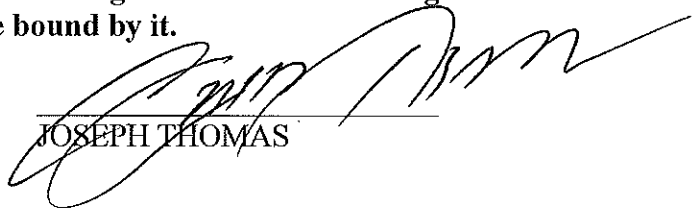
I certify that I have been open and honest in entering into this settlement agreement. I am satisfied with this agreement and intend to be bound by it.

Dated: Jun 15, 2023

Roberta Thomas
Roberta Thomas (Jun 15, 2023 13:20 EDT)
ROBERTA THOMAS

I certify that I have been open and honest in entering into this settlement agreement. I am satisfied with this agreement and intend to be bound by it.

Dated: 6/15/23


JOSEPH THOMAS

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