

**IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT,  
IN AND FOR BAY COUNTY, FLORIDA**

**IN RE: THE MARRIAGE OF  
CHAD RAYMOND BYERLEY,  
Husband,**

And

Case No.: 21-1136DR

Division: \_\_\_\_\_

**MARY LU BYERLEY,  
Wife**

\_\_\_\_\_ /

**MARITAL SETTLEMENT AGREEMENT**

This Agreement is made in connection with an action for dissolution between CHAD RAYMOND BYERLEY, referred to as "Petitioner" or "Husband" herein, and MARY LU BYERLEY, referred to as "Respondent" or "Wife" herein, who are sworn and agree as follows:

**WHEREAS**, the parties hereto were married to each other on or about December 19, 1970;

**WHEREAS**, there are no 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:

 CRB

 MLB

**ARTICLE I**  
**REAL ESTATE**

**147 Grand Lagoon Shores Drive, Panama City, Florida 32408**

1.1 There exists certain real property in which one or both parties may claim an interest, herein referred to as "147 Grand Lagoon Shores Drive."

1.2 The 147 Grand Lagoon Shores Drive shall be sold at fair market value upon the execution of this Agreement or as soon as practicable thereafter, subject to the provisions of sale set forth below.

1.3 The property shall be sold for a price and/or under terms that are mutually agreeable to Wife and Husband. In the event the parties cannot agree to a price, terms, or a realtor, the Court will reserve jurisdiction to determine the asking price, terms, and realtor for the sale of the home.

1.4 The costs of mortgage payments, utilities, maintenance and repairs necessary to keep the property in its present condition shall be divided as follows: Wife, fifty percent (50%); Husband, fifty percent (50%).

1.5 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, if any.

1.6 Any proceeds remaining after satisfaction of the mortgage and the Enerbank HVAC loan shall be divided as follows: Wife shall receive fifty percent (50%), and Husband shall receive fifty percent (50%).

1.7 There is a mortgage owing to New Rez secured by said property, with a balance of approximately \$236,801.00 as of the date of filing of the petition, and a loan owing to Enerbank HVAC secured by said property, with a balance of approximately \$6,419.00 as of the date of filing of the petition.

1.8 The parties shall pay each pay 50% of the mortgage costs, taxes, Enerbank HVAC loan, HOA fees, and any and all liabilities associated with the home located at 147 Grand Lagoon Shores Drive until the home is sold. In the event that either party fails to pay his/her portion, the other party shall recapture the additional expenses from the proceeds of the sale.

1.9 The Wife has selected the following realtors:

Carrie Routt, Shirlise Hamati, Cynthia McQuaig

1.10 The above realtors have been scheduled to view the property before May 1, 2022.

The parties will agree on the realtor selection based on the following factors, including but not limited to: realtor's assessment of the property, who will obtain the highest sales price, and the lowest commission. Realtor selection will be made no later than May 16, 2022 based on the assessments received in writing and a listing contract signed on the same.

- 1.11 The parties will work together to ensure the person persons residing in the property will vacate the property within 30 days of signing the contract for sale. In the event that litigation is required to remove said person/persons, the parties agree to split the costs of such.

## ARTICLE II RETIREMENT

2.1 Except as provided below, 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, 403b, 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.

2.2 The Wife will receive 50% of the martial portion from the Husband's Altria Group Inc. pension. The parties agree to split the costs of to prepare a Qualified Domestic Relations Order (QDRO), needed to effectuate the transfer of the Wife's portion of the Husband's pension. As of this writing, the expected monthly payment to the Wife is approximately \$844.48. Counsel for the Wife will arrange for the QDRO after the closing date of the home. During the interim, Husband will remit 50% of the retirement to Wife via a bank transfer.

2.3 Wife will cease to remove funds from TFCU #7654 effective immediately via any mechanism.

2.4 Wife will provide transfer information for Husband to send the monthly retirement amount via a bank transfer immediately.

## ARTICLE III DIVISION OF OTHER ASSETS AND LIABILITIES

### Division of Other Assets

3.1 The parties have already divided all other marital property in an agreeable and satisfactory manner prior to the execution of this Agreement. Each party shall have exclusive ownership in all items of property that are currently in his or her possession or control, and the other party waives and releases any and all claim or interest in such items.

3.2 The Husband shall receive the 2001 Ford F-250, and Wife waives and releases any and all claim or interest in such assets.

3.3 The Wife shall receive the 2011 Toyota Corolla, and Husband waives and releases any and all claim or interest in such assets

### **Division of Liabilities**

3.4 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 therefore.

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

3.6 Each party will be responsible for debt incurred in their name.

3.7 The Wife shall be solely responsible for any credit card debt in her name.

3.8 The Husband shall be solely responsible for any credit card debt in his name.

### **General Provisions**

3.9 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.

3.10 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.

3.11 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 The parties agree that Wife has an actual need for alimony or maintenance, and Husband has the ability to pay the same.

4.2 The parties agree that Husband shall pay permanent alimony in order to provide Wife with the needs and necessities of life as they were established during the marriage of the parties, as Wife lacks the financial ability to meet her needs and necessities following dissolution of the marriage.

4.3 Husband shall pay to Wife as permanent alimony the amount of Six Hundred Dollars (\$600.00) per month, to be paid monthly, with the first installment of \$600.00 due and payable on May 15, 2022, and a like payment due and payable on the 15th of each month thereafter.

4.4 The permanent alimony specified above shall continue until modified by court order, the death of either party or upon the remarriage of Wife, whichever occurs first. The alimony may be modified or terminated based upon either a substantial change in circumstances, or the existence of a supportive relationship in accordance with Florida Statutes, Section 61.14.

4.5 Manner of Payment. Payments of alimony shall be made via wire transfer directly to the Wife.

4.6 Not Taxable Income for Respondent. The parties acknowledge that the alimony specified hereinabove shall not constitute taxable income for Wife, and that Husband shall not be entitled to deduct from his income all such alimony payments made by Husband.

4.7 Life Insurance. It is agreed that, as long as Husband is legally obligated to pay alimony, Husband will contract for and keep in full force and effect a life insurance policy with a face value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00), with Wife, as irrevocable beneficiary. Within thirty (30) days after the insurance policy has been obtained, Husband will provide to Wife the name and address of the insurance company, the policy number, and a copy of the insurance policy. The Husband shall provide proof of said insurance policy being in effect every year, by the end of January.

## **ARTICLE V TAX ISSUES**

### **Federal Income Taxes for Tax Year 2022**

5.1 For tax year 2022, each party shall file an individual income tax return in accordance with the Internal Revenue Code.

5.2 Unless otherwise specified in this Agreement, and in addition to income attributable to each party's respective nonmarital property, each party must report as the party's income one-half of all income attributable to marital property, including earnings from personal services received on or before the date of the dissolution of the marriage. Additionally, each party may take credit for all of the reporting party's estimated tax payments and federal income tax payroll withholding deductions occurring after the date of the dissolution of the marriage, and, to the extent allowed by law, all deductions, exemptions, credits, and adjustments attributable to his or her income and expenses after the date of the dissolution of the marriage.

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

5.4 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.

### **Other Provisions**

5.5 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.

5.6 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.

5.7 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.

5.8 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. 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.

[ THIS SECTION LEFT INTENTIONALLY BLANK ]

I, CHAD RAYMOND BYERLEY, 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: April 29, 2022

Chad Raymond Byerley  
CHAD RAYMOND BYERLEY, Husband

STATE OF FL )  
COUNTY OF DADE )

SWORN TO AND SUBSCRIBED before me, by means of [] physical presence or [ ] online notarization, this 29<sup>th</sup> day of April, 2022, by Husband, CHAD RAYMOND BYERLEY, who is personally known to me or who has produced a FL drivers license as identification.

JoAnn Peak  
NOTARY PUBLIC



JoAnn Peak  
[Print, type or stamp commissioned name of notary or deputy clerk.]



I, MARY LU BYERLEY, 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: April 15, 2022

Mary Lu Byerley  
MARY LU BYERLEY, Wife

STATE OF Ohio )  
COUNTY OF Summit )

SWORN TO AND SUBSCRIBED before me, by means of  physical presence or [ ] online notarization, this 15 day of April, 2022, by Wife, MARY LU BYERLEY, who is personally known to me or who has produced a Ohio Driver License as identification.

George Alan Sours  
NOTARY PUBLIC

George Alan Sours  
[Print, type or stamp commissioned name of notary or deputy clerk.]



George Alan Sours  
Notary Public, State of Ohio  
My Commission Expires  
August 06, 2023