

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

IN RE: The Marriage of:

**SYLVIA ANN SLOAN MCKENZIE,
Petitioner,**

CASE NO: 25-DR-000258

and

DIVISION: F

**CLAUDE PATRICK MCKENZIE,
Respondent.**

_____/

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made in Hillsborough County, Florida, between **SYLVIA ANN SLOAN MCKENZIE**, hereinafter referred to as the “Petitioner”, and **CLAUDE PATRICK MCKENZIE**, hereinafter referred to as the “Respondent”, and collectively referred to as the “Parties.”

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the Parties were married to each other on April 7, 2016 in Dade City, Florida.

WHEREAS, there are no minor children born of the marriage. No other children were born or adopted during the marriage, no adoptions are pending, and Petitioner is not currently pregnant.

WHEREAS, the Parties of said cause, being desirous of avoiding lengthy and extensive litigation insofar as the same relates to the matters at issue, have entered into this Marital Settlement Agreement;

WHEREAS, the Parties acknowledge that irreconcilable differences exist;

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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;

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:

1. **EQUITABLE DISTRIBUTION**. The parties have agreed on the distribution of all marital assets and liabilities as set forth below.

1.1. **Ivory Stone**: The Parties own a marital home and real property located at 5006 Ivory Stone Drive, Wimauma, Hillsborough County, Florida 33598, legally described as:

LOT 21, BLOCK 5, DG FARMS PHASE 2A, ACCORDING TO THE
PLAT THEREOF AS RECORDED IN PLAT BOOK 124, PAGE(S) 136,
OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY,
FLORIDA.

Parcel ID Number: U-05-32-20-9ZU-000005-00021.0

"Ivory Stone" which shall be divided as follows:

- A. Ivory Stone is subject to a mortgage.
- B. Beginning with execution of this Agreement and continuing until Ivory

Stone is sold:

- i. The Parties shall be equally responsible for paying the mortgage, the real estate taxes, the insurance on Ivory Stone, the homeowners

association fees and assessments, the utilities (water, electric, gas, trash, and the like), the maintenance, and the repairs.

- ii. The Parties shall be equally responsible to maintain Ivory Stone in showable condition.
- iii. The Parties shall make Ivory Stone reasonably available to the listing agent for showings, open houses, inspections, staging, photographing, video recording, and all other actions associated with the sale of Ivory Stone.

C. Within thirty (30) days of execution of this Agreement, the parties shall list

Ivory Stone for sale as follows:

- i. The Parties shall mutually agree on the listing agent. The agent shall be a licensed Florida residential real estate broker familiar with the community where Ivory Stone is located. If the parties cannot agree on a listing agent within 15 days, each party shall submit to the Court two (2) names of qualified professionals together with their résumés or CVs and the Court shall select a professional on an *ex parte* basis who shall be the agreed upon listing agent.
- ii. The Parties shall list Ivory Stone for sale and actively market it until it is sold.
- iii. The Parties shall mutually agree on the terms of sale. The Court shall reserve jurisdiction to determine the terms of the sale and to compel the sale of Ivory Stone if the parties cannot agree.
- iv. Neither party shall unreasonably withhold consent for the sale of Ivory Stone for its fair market value.
- v. The parties shall equally divide between them (50% each) the net sale proceeds defined as the monies left after all normal and customary fees, costs, and expenses associated with the sale has been paid and the mortgage encumbering Ivory Stone has been paid.
- vi. Should Ivory Stone be fully destroyed it is sold, the parties shall be equally entitled (50% each) to receive the insurance proceeds between them after all required fees and costs associated with the destroying event and all encumbrances have been paid. The parties shall, thereafter, list the remaining real estate for sale as-is and equally divide (50% each) the net sale proceeds.
- vii. Should the Ivory Stone be partially destroyed or suffer loss or casualty before it is sold, the insurance proceeds shall be used to restore Ivory Stone to its prior condition and the remainder shall be

equally divided (50% each) to the parties. The marital home shall thereafter be placed for sale and marketed until sold.

D. So long as the parties are joint tenants by the entireties or tenants in common of Ivory Stone, neither party shall sell, convey, or otherwise transfer his/her interest in Ivory Stone to a third-party contrary to the terms of this Agreement without prior written consent from the other party.

E. The parties shall equally divide the “portability” benefit of the Save Our Homes Cap associated with the homestead exemption for Ivory Stone. “Portability”, as referred to herein, is the benefit provided under Fla. Stat. § 193.155(8) regarding real property. Each party shall promptly execute the necessary documents to transfer the portability benefit upon request for same from the other party. A party incurring a cost associated with preparing and filing the paperwork for the division of the portability shall be solely responsible for paying said cost.

1.2. **Palm Beach Condo.** The parties own a condominium at 95 Norwich D, West Palm Beach, Palm Beach County, Florida, 33417 which is more specifically described as:

Condominium Parcel No. 95 of NORWICH D CONDOMINIUM, A CONDOMINIUM, according to the Declaration of Condominium thereof recorded in Official Records Book 1808, Page 794, Public Records of Palm Beach County, Florida.

Property Appraiser Parcel Control #: 00-42-43-23-14-004-0950

(“Palm Beach Condo”). Respondent shall receive all right, title, and interest in and to the Palm Beach Condo and Petitioner waives all right, title, and interest in and to same. Immediately, upon execution of this Agreement, Respondent shall have exclusive use and possession of the Palm Beach Condo.

A. Respondent shall prepare a deed to convey Petitioner’s interest in the Palm Beach Condo to Respondent. Petitioner shall fully and properly execute and return to

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Respondent the deed within five (5) days of receipt. The Final Judgment shall act as a conveyance of Petitioner's interest in the Palm Beach Condo to Respondent.

B. Respondent shall be solely responsible for paying all fees, costs, taxes, insurance, utilities, maintenance, repair, and all other costs associated with the Palm Beach Condo and shall indemnify and hold Petitioner harmless from same.

1.3. **North Carolina Land.** Respondent owns, as his non-marital property, real estate (land) in the State of North Carolina titled in his name ("NC Property"). Respondent shall receive all right, title, and interest in and to the NC Property and Petitioner waives all right, title, and interest in and to same. Immediately, upon execution of this Agreement, Respondent shall have exclusive use and possession of the NC Property.

A. Should any additional documents be necessary to complete Petitioner's conveyance of her interest in the NC Property to Respondent, Respondent shall prepare them. Petitioner shall fully and properly execute and return to Respondent the document(s) within five (5) days of receipt. The Final Judgment shall act as a conveyance of Petitioner's interest in the NC Property to Respondent.

B. Respondent shall be solely responsible for paying all fees, costs, taxes, insurance, utilities, maintenance, repair, and all other costs associated with the NC Property and shall indemnify and hold Petitioner harmless from same.

1.4. **Financial Accounts.** Regarding the parties' bank, investment, brokerage, money market, retirement, virtual currency, and other financial accounts:

A. Jointly Titled Accounts. The Parties shall immediately close all accounts in joint names of the Parties, in any event, within thirty (30) days of signing this Agreement. Both

parties shall work together to ensure that that the joint accounts are closed timely and expeditiously. The parties shall equally divide between them (50% each) the remaining balances in their jointly titled accounts.

B. Parties' Individually Titled Bank Accounts. Within 30 days of the date of this Agreement, the Parties shall equally divide between them the balances in the bank accounts they hold in their individual names. After the division, each party shall have the sole right, title, and interest to all bank accounts in their respective individual names and they wave all right, title, and interest in and to the other party's accounts.

C. Respondent's Retirement Accounts. Respondent shall have the sole right, title, and interest to all retirement accounts in his individual name. Petitioner waives all right, title, and interest to Respondent's retirement accounts.

D. Petitioner's Retirement Accounts. Petitioner shall have the sole right, title, and interest to all retirement accounts in her individual name. Respondent waives all right, title, and interest to Petitioner's retirement accounts.

1.5. **Personal Property.** Each party shall have exclusive possession, control, and ownership of the personal property allocated and distributed to him/her and each party waives and releases any and all claim or interest that in the personal property the other party has received or is receiving under this Agreement as:

A. Furniture, Furnishings, and Sporting and Entertainment Equipment. The Parties shall equally divide between them their furniture, furnishings, and their sporting and entertainment equipment. The Parties shall prepare lists of the items they wish to receive. Petitioner shall receive any items appearing solely on Petitioner's list and Respondent shall receive

any items appearing solely on Respondent's list. The parties shall consolidate the items appearing on both their lists onto a single list and then they shall take turns choosing items on the final list until no items remain. The Court shall reserve jurisdiction to determine any disputes as to the division of the Parties' furniture, furnishings, and sporting and entertainment equipment.

B. Jewelry and Personal Belongings. Each party shall have sole right, title, and interest to all jewelry, personal belongings such as clothing, toiletries, and documents which are personal to him/her, and was regularly worn and/or used by him/her, and the other party waives all right, title, and interest in same.

1.6. **Motor Vehicles**. The parties shall divide their motor vehicles and associated debts as:

A. The Petitioner shall retain the 2012 Mini Cooper which she customarily drives. Petitioner shall be solely responsible to pay all tag, title, insurance, loan, lien, fees, costs, and expenses associated with the 2012 Mini Cooper and shall indemnify and hold Respondent harmless from same. Respondent shall sign any and all documents necessary to effectuate the transfer of his interests in said vehicle. Petitioner shall be responsible for any and all expenses regarding said vehicle, including but not limited to loan payments, insurance, repairs, and maintenance.

B. The Respondent shall retain the 2023 Audi S5 which he customarily drives. Respondent shall refinance the 2023 Audi S5 into his sole name within ninety (90) days of the execution of this agreement. Respondent shall be solely responsible to pay all tag, title, insurance, loan, lien, fees, costs, and expenses associated with the 2023 Audi and shall indemnify and hold Respondent harmless from same. Petitioner shall sign any and all documents necessary to

effectuate the transfer of her interests in said vehicle. Respondent shall be responsible for any and all expenses regarding said vehicle, including but not limited to loan payments, insurance, repairs, and maintenance.

1.7. **Liabilities.** The parties shall divide their other credit card, debts, and liabilities as:

A. Petitioner's Credit Cards. Petitioner shall be solely responsible for all credit cards in her name and Petitioner shall hold Respondent harmless therefrom.

B. Respondent's Credit Cards. Respondent shall be solely responsible for all credit cards in his name and Respondent shall hold Petitioner harmless therefrom.

C. Joint Secured and unsecured debts: Parties have no joint secured or unsecured debt except as explicitly addressed in this Agreement. Any debts that the Respondent has or may have incurred in his own name not specifically referenced elsewhere in this Agreement he shall keep and be solely responsible for and shall hold the Petitioner harmless thereafter. Any debts that the Petitioner has or may have in her own name not specifically referenced elsewhere in this Agreement she shall keep and be solely responsible for and shall hold the Respondent harmless thereafter.

D. Other Debts. Each Party shall be responsible upon the full execution of this Agreement for paying his or her own respective debts and obligations which are or have been incurred individually, unless otherwise referenced in this Agreement. Neither Party shall pledge the credit of the other in the future, and the Parties shall immediately close or transfer all existing charge accounts and credit cards in joint names of the Parties or in the name of either of them under which the other may have extended credit for purchases, and same shall be terminated as of the date of the execution of this Agreement.

2. **ALIMONY.** Neither Party shall pay the other Party any alimony of any kind or amount. Each Party hereby waives his/her right to receive alimony or spousal support from the other Party because of this marital relationship. This waiver is final, non-modifiable, and irrevocable.

3. **SEPARATE PROPERTY:** Except as otherwise provided herein, the Parties agree that whatever property he or she now owns, provided same has been disclosed to the other Party, or may hereafter have or acquire in their respective names shall henceforth be considered their sole and separate properties.

4. **TAX ADVICE:** None of the professionals involved in the preparation and negotiation of this Agreement or whom have represented a party herein have provided tax advice to the Parties. The Parties understand that they have had the opportunity to obtain competent tax advice from an independent source. By execution hereof the Parties have acknowledged that no tax advice was provided to them and that they have had the opportunity to seek competent tax advice from an independent source.

5. **ATTORNEYS' FEES AND COURT COSTS:** Each Party shall be responsible for his/her own attorneys' fees and costs incurred in this dissolution of marriage proceeding.

6. **SUBSEQUENT DISSOLUTION OF MARRIAGE:**

(A) Nothing contained in this Agreement shall be construed to prevent either Party from obtaining a dissolution of marriage in the State of Florida.

(B) In any such action, each Party, provided the other is not in default under this Agreement, shall make no claim for alimony, equitable distribution, attorneys' fees, or for suit money except in accordance with the provisions of this Agreement.

(C) This Agreement may be offered in evidence by either Party in any such action, and, if acceptable to the court, shall be incorporated by reference in the judgment. Notwithstanding incorporation in the Final Judgment, this Agreement shall not be merged with it. This Agreement shall, in all respects, survive the judgment as an independent contract and be

forever binding on the Parties. This Agreement may be enforced independently of the Final Judgment.

7. **EXECUTION OF DOCUMENTS**: Within a reasonable time after written demand, each Party shall execute, acknowledge and deliver all documents or instruments required to carry out the provisions of this Agreement.

8. **MODIFICATION**: This Agreement shall not be modified by the Parties except by an agreement in writing duly subscribed and acknowledged with the same formality as this Agreement, or a court order on appropriate pleadings.

9. **LEGAL INTERPRETATION**: The laws of Florida shall govern the validity, construction, interpretation and effect of this Agreement.

10. **BINDING EFFECT**: Except as otherwise stated herein, all of the provisions of this Agreement shall be binding on and inure to the benefit of the respective heirs, next of kin and administrators of the Parties.

11. **MUTUAL RELEASE**: Subject to the provisions of this Agreement, each Party hereby releases the other of and from all cause or causes of action, claims, rights or demands, whatsoever, in law or in equity, that either of the Parties ever had, or now has, against the other except any or all cause or causes of action for divorce now pending, or hereafter brought by the other.

12. **WAIVER**: No waiver of any breach of the terms of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or similar nature. No waiver of any rights created by this Agreement shall be deemed to be a waiver for all time of those rights but shall be considered only as to the specific event surrounding that waiver.

13. **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.

14. **SELF-EXECUTING CLAUSE**: In the event that any of the papers agreed to be executed and delivered in furtherance of this Agreement are not executed and delivered within five (5) days of receipt of a written request for same, then it is agreed that the Final Judgment of Dissolution of Marriage shall be self-executing to operate as a conveyance from the Husband to the Wife and/or from the Wife to the Husband of the properties referred to herein.

15. **REPRESENTATIONS**: The Parties represent to each other that:

(A) The Parties have had the opportunity to be represented by or had the opportunity to consult with attorneys of their own choosing in the negotiation and preparation of this Agreement.

(B) The Parties fully understand the facts as to their legal rights and obligations. Each is signing the Agreement freely and voluntarily, intending to be bound by it.

(C) Each Party understands and agrees that this Agreement constitutes the entire contract between the Parties and supersedes any prior understanding or agreement. There are no representations or warranties other than those set forth in this Agreement.

(D) Each Party has given careful and mature thought to the making of this Agreement.

(E) Each Party has carefully read each provision of this Agreement.

(F) Each Party fully and completely understands each provision of this Agreement, both as to the subject matter and legal effect.

**Remainder of Page Blank
Signature Page Immediately Follows**

**VERIFICATION OF PETITIONER PURSUANT TO
SECTION 92.525, FLORIDA STATUTES**

Under penalties of perjury, I declare that I have read the foregoing *Marital Settlement Agreement* and that the facts stated in it are true and correct. I have read this Agreement carefully and understand that it will affect my legal rights now and in the future. Further, by my signature, I do hereby acknowledge that I understand the contents herein and am willing to be bound by this Agreement.

Dated: _____

SYLVIA ANN SLOAN MCKENZIE

**VERIFICATION OF RESPONDENT PURSUANT TO
SECTION 92.525, FLORIDA STATUTES**

Under penalties of perjury, I declare that I have read the foregoing *Marital Settlement Agreement* and that the facts stated in it are true and correct. I have read this Agreement carefully and understand that it will affect my legal rights now and in the future. Further, by my signature, I do hereby acknowledge that I understand the contents herein and am willing to be bound by this Agreement.

Dated: _____

CLAUDE PATRICK MCKENZIE