

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR LEE
COUNTY, FLORIDA CIVIL ACTION

IN RE: The Marriage of

PATRICIA MULEADY-LUCAS,
Petitioner/Wife,

and CASE NO. 21-DR-235

WILLIAM LUCAS, JR.,
Respondent/Husband.

MARITAL SETTLEMENT AGREEMENT

This Agreement is made in connection with an action for dissolution of marriage between Wife, PATRICIA MULEADY-LUCAS, referred to as "Wife" and as "Mother" herein, and WILLIAM LUCAS, JR., referred to as "Husband" and as "Father" herein, who are sworn and agree as follows:

WHEREAS, the parties hereto were married to each other on or about March 24, 2001;

WHEREAS, the following children involved in this action have been born to the parties:

Name	Date of Birth
V.E.M.L.	December 1, 2003
B.W.S.L.	June 11, 2007

WHEREAS, no other children were born of the marriage 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, 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;


Husband


Wife

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
PARENTING PLAN**

1.1 The parties agree that the provisions contained in this Marital Settlement Agreement constitute a "parenting plan" intended to govern the relationship between the parents relating to the decisions to be made regarding the children.

**ARTICLE II
JURISDICTIONAL ISSUES**

2.1 The Twentieth Judicial Circuit in Lee County, Florida has continuing jurisdiction over the children pursuant to the applicable Florida Statutes and the Uniform Child Custody Jurisdiction and Enforcement Act.

2.2 Florida is the home state and the state of habitual residence of the children. Accordingly, Florida is the sole jurisdictional state to determine child custody, parental responsibility, time-sharing, rights of custody, and rights of access concerning the children under the Parental Kidnapping Prevention Act (PKPA), under the International Child Abduction Remedies Act (ICARA), and under the Convention on the Civil Aspects of International Child Abduction enacted at The Hague on October 25, 1980.


**ARTICLE III
PARENTAL RESPONSIBILITY**

3.1 Each party recognizes the deep love, devotion, and dedication of the other to the children. Each party also recognizes that the other has a right and responsibility to participate in major matters relating to the education, health, welfare, and upbringing of the children. The parents agree to use their best efforts to cooperate in such matters, and that any rights, duties or responsibilities set forth herein shall not be exercised to frustrate or control the other parent.

3.2 Shared Parental Responsibility. The parties shall have shared parental responsibility and shall retain full parental rights and responsibilities with respect to the children.

3.3 Parents to Confer. It is in the best interests of the children that the parents confer and jointly make all major decisions affecting the welfare of the children. Major decisions include, but are not limited to, decisions about the children's education, healthcare, and other responsibilities unique to this family.

3.4 Free Access. The parents shall use all reasonable efforts to maintain free access and create a feeling of affection between themselves and between the children. Neither shall do anything to hamper the natural development of the children's love and respect for the other party.


Husband


Wife

3.5 Information Sharing. Unless otherwise indicated or ordered by the Court:

(a) Both parents shall have access to medical and school records pertaining to the children and shall be permitted to independently consult with any and all professionals involved with the children. The parents shall cooperate with each other in sharing information related to the health, education, and welfare of the children and they shall sign any necessary documentation ensuring that both parents have access to said records.

(b) Each parent shall be responsible for obtaining records and reports directly from the school and health care providers.

(c) Both parents have equal rights to inspect and receive governmental agency and law enforcement records concerning the children.

(d) Both parents shall have equal and independent authority to confer with the children's school, day care, health care providers, and other programs with regard to the children's educational, emotional, and social progress.

(e) Both parents shall be listed as "emergency contacts" for the children.

3.6 Notification of Medical Emergency. Each party shall inform the other party within twenty-four hours of any illness, accident, or medical condition of any child that involves surgical intervention or hospitalization. Each parent may have reasonable and immediate access to such a child in such an event, regardless of parental responsibility or terms of any time-sharing schedule.

3.7 Day-to-Day Decisions. Each parent shall make decisions regarding day-to-day care and control of each child while the child is with that parent. Regardless of the allocation of decision making in the parenting plan, either parent may make emergency decisions affecting the health or safety of the children when the child is residing with that parent. A parent who makes an emergency decision shall share the decision with the other parent as soon as reasonably possible.

3.8 Special Events. Both parents shall be entitled to participate with and attend special events and activities in which the children may be engaged, such as religious activities, school programs, sports events, and other extra-curricular school activities and programs and important social events in which the children may be engaged or involved.

3.9 Extra-curricular Activities. The parents agree to the following with regard to extra curricular activities:

(a) Either parent may register the children and allow them to participate in the activity of the children's choice.

(b) The costs of the extra-curricular activities shall be paid by: Mother 50%, Father 50%.

(c) The uniforms and equipment required for the extra-curricular activities shall be paid by: Mother 50%, Father 50%.


Husband


Wife

**ARTICLE IV
TIME-SHARING**

4.1 By Mutual Agreement. The parents agree that it is in the best interest of the children for each of them to have frequent and continuing contact with the children, and the parents shall spend time with the children at times they have mutually agreed to in advance. The parents shall use all efforts to communicate and cooperate with respect to the time-sharing schedule, understanding that there may be occasions when adherence to the schedule is impractical which requires the parents to make good faith adjustments. The parents understand that they are free to vary the times or days stated in the time-sharing schedule if they both agree.

**ARTICLE V
OTHER PROVISIONS RELATING TO THE CHILDREN**

5.1 Communication Between Parents. All communications regarding the children shall be between the parents. The parents shall not use the children as messengers to convey information, ask questions, or set up schedule changes. The parents may communicate with each other in person, by telephone, by letter, or by email.

5.2 Communication Between Parent and Children.

(a) Both parents shall keep contact information current. Telephone or other electronic communication between the children and the other parent shall not be monitored by or interrupted by the other parent. "Electronic communication" includes telephones, electronic mail or e-mail, webcams, video-conferencing equipment and software or other wired or wireless technologies or other means of communication to supplement face to face contact.

(b) The children may have telephone and e-mail communication with the other parent anytime.

5.3 Costs of Electronic Communication. In lieu of Child Support, Mother shall pay for children's cell phones.

5.4 Informed Whereabouts. Each parent shall keep the other parent informed regarding the whereabouts of the minor children, including with respect to overnight visits with relatives or friends. If a child will spend one or more overnights outside of the residence of the parent, that parent will provide to the other parent, upon request, the addresses, telephone numbers of each location, the length of the stay, and the name of all persons who may provide care for the child during the stay, the departure time and date, and the time and date of the child's return or arrival.

5.5 No Activity that Endangers Children. The parents shall refrain from engaging in any activity which may endanger the health, safety or morals of the children.

5.6 School Designation. For school and school district purposes, Father's address shall be designated.


Husband


Wife

5.7 Designation for Other Legal Purposes. The children named in this Agreement are scheduled to reside the majority of the time with the Father. This majority designation is SOLELY for purposes of all other state and federal laws which require such a designation. This designation does not affect either parent's rights and responsibilities under this Agreement.

5.8 Relocation of Children. It is acknowledged that in the event that a parent seeks to relocate the principal residence of any child subject to this Agreement more than 50 miles away from the current residence as provided by Section 61.13001 of the Florida Statutes, such parent shall comply with the provisions of Section 61.13001 by either (a) obtaining written agreement in accordance with 61.13001(2) of the Florida Statutes from the other parent, and any other person entitled to time-sharing, or (b) serving a Petition to Relocate signed under oath or affirmation under penalty of perjury in accordance with Section 61.13001(3) of the Florida Statutes, giving the other parent, and any other person entitled to time-sharing, 20 days to object to the relocation and to request a determination by the Court.

IF A PARENT ATTEMPTS TO RELOCATE THE PRINCIPAL RESIDENCE OF ANY CHILD AND FAILS TO COMPLY WITH SECTION 61.13001(3) OF THE FLORIDA STATUTES REGARDING THE PETITION TO RELOCATE, SUCH PARENT MAY BE SUBJECT TO CONTEMPT AND OTHER PROCEEDINGS TO COMPEL THE RETURN OF ANY CHILD, AND SUCH NON-COMPLIANCE MAY BE TAKEN INTO ACCOUNT BY THE COURT IN A SUBSEQUENT DETERMINATION OR MODIFICATION OF THE PARENTING PLAN, ACCESS, OR THE TIME-SHARING SCHEDULE.

5.9 Notice of Parent's Relocation or Change of Residence. Either parent must give prior written notice at least twenty (20) days before the day that he or she is to relocate or change residence (regardless of whether the residence of any child will change). Such notice must be made to the other parent by certified mail, return receipt requested, and must include the new address.

5.10 No Disparagement of Other Parent. No parent shall make disparaging comments about the other parent to any child or while in the presence of any child, nor allow any other person to do so.

ARTICLE VI CHILD SUPPORT AND INSURANCE

Statements of the Parties Relative to Child Support

Child support obligation and payment. The parents agree that, in consideration of their income, the anticipated time sharing schedule and their respective need for child support, no child support will be exchanged. Either parent reserves the right to petition the court for the exchange of child support upon a substantial change in circumstances.

For purposes of the Child Support Worksheet, Father's current gross income is \$5,816.08. His net income is \$4501.51. Mother's gross income is based on salary of \$3,000 and \$1,000 for minimum commission. Her net income is calculated at \$3,108.


Husband


Wife

6.1 The parties agree that the amounts in the Child Support Guidelines Worksheet attached hereto are correct and should be incorporated into the judgment of the Court as findings of fact.

6.2 The parties agree that the children spend a substantial amount of time with both parents, which should be considered in regard to the calculation of Child Support. The percentages of overnight stays with each parent are approximate as follows: Father, 60%; Mother, 40%.

Health and Dental Insurance

6.3 For as long as either party has a legal duty to support any child who is a subject of this Agreement, or until further order of the Court, Father shall provide health insurance for each such child.

6.4 For as long as either party has a legal duty to support any child who is a subject of this Agreement, or until further order of the Court, Father shall provide dental insurance for each such child.

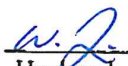
6.5 As provided by Florida Statutes, Section 61.13(1)(b), the health and dental insurance agreed to above is reasonable in cost and accessible to the children.

6.6 For as long as either party has a legal duty to support any child who is a subject of this Agreement, or until further order of the Court, Father shall keep and maintain in current status and deliver to Mother the identification cards and any other forms necessary for the children to be provided health care.

6.7 Each party shall cooperate with the other in the procurement of the above-described insurance and the filing of claims. The party providing an insurance policy covering any child hereunder shall (a) submit all forms required by the insurance company for payment or reimbursement of health or dental care expenses incurred by either party on behalf of the child to the insurance carrier within ten days of that party's receiving any form, receipt, bill, or statement reflecting the expenses, and (b) shall provide to the other party the following information, as applicable, no later than the thirtieth (30th) day after the date this Agreement has been signed: the name and address of the employer of the party providing insurance; whether the employer is self insured or has health or dental insurance available; proof that such insurance has been provided for that child; and the name of the insurance carrier, the number of the policy, a copy of the policy and schedule of benefits, an insurance membership card, claim forms, and any other information necessary to submit a claim or, if the employer is self-insured, a copy of the schedule of benefits, a membership card, claim forms, and any other information necessary to submit a claim. Any change in the foregoing information (including a termination or lapse in insurance) shall be provided by the party providing insurance to the other party within ten (10) days after the providing party learns of such change.

Noncovered Health Care Expenses

6.8 "Noncovered Health Care Expenses" means all ordinary, reasonable and necessary expenses not covered by insurance and incurred for medical, health, dental, psychological or psychiatric care on behalf of any child who is a subject of this Judgment, including but not limited to hospitalization, prescriptions, physicians, dentists, orthodontics (including braces), contact lenses and eyeglasses, examinations, and insurance copayments, and which are incurred while either party has a legal duty to support such child.


Husband


Wife

6.9 Non Covered Health Care Expenses shall be divided by the parties as follows: **In lieu of Child Support, Mother shall pay one hundred percent (100%) of Non Covered Health Care Expenses.** A party who pays for a Noncovered Health Care Expense or receives notice of the same shall submit to the other party proof of payment or such notice within fifteen (15) days of payment or receipt of notice. Within fifteen (15) days after the other party receives such notification, the other party shall reimburse the paying party or pay the billing party directly for his or her share of the expense, as applicable.

6.10 Responsibility of any party for payment of health insurance, dental insurance, and/or Noncovered Health Care Expenses shall be considered child support for purposes of enforcement.

Auto Insurance

6.11 **In lieu of Child Support, Mother shall pay for auto insurance for both minor children until they are eligible for their own auto policies.**

**ARTICLE VII
REAL ESTATE**

2218 SE 1st Street

7.1 There exists certain real property in which one or both parties may claim an interest, herein referred to as "2218 SE 1st Street," and more specifically described as follows:

Lots 26, 27 and 28, Block 1356, CAPE CORAL SUBDIVISION, UNIT 18, according to the plat thereof, as recorded in Plat Book 13, pages 97 through 120, in the Public Records of Lee County, Florida.

7.2 Husband shall be entitled to exclusive possession and use of the property at 2218 SE 1st Street until sixty (60) days after the earliest of the events described below, or until the closing date of the sale of the property, whichever is sooner.

(a) The property shall be listed for sale immediately after the earliest of the following events, when agreed upon by the parties; or

(b) when Husband remarries

7.3 Both parties remain fifty percent (50%) owners of the property. Upon the death of either party, one hundred percent (100%) ownership of the property shall revert to the remaining spouse.

7.4 The parties shall list the property with a broker or salesperson licensed by the Florida Real Estate Commission, who has an office in the county where the property is located or in a county contiguous thereto.

7.5 The property shall be sold for a price and/or under terms that are mutually agreeable to Husband and Wife. In the event that the parties fail to agree on a price or terms of a sale, each party shall choose a broker, and the two brokers shall select a third broker to make a determination to resolve a dispute in this regard.


Husband


Wife

7.6 Until the property has been sold, Husband shall be solely responsible for payment of the property taxes and insurance on the 2218 SE 1st Street.

7.7 All maintenance and repairs necessary to keep the property in its present condition shall be the sole responsibility of Husband.

7.8 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.

7.9 The net sales proceeds from the property at 2218 SE 1st Street shall be divided as follows: Husband shall receive fifty percent (50%) of the net sales proceeds, and Wife shall receive fifty percent (50%) of the net sales proceeds.

Wild Turkey Drive

7.10 There exists certain real property in which one or both parties may claim an interest, herein referred to as the "Wild Turkey Drive," and more specifically described as follows:

All that tract or parcel of land lying and being in the 1167th GMD, Glascock County, Georgia, containing 3.53 acres and being shown as Lot Number 20 on a plat of survey of McMichael Subdivision, made by William L. Johnson, Surveyor, dated April 19, 1999, and recorded in Plat Book 1, page 42, Glascock County Records. Reference is made to said recorded subdivision plat for a fuller and more particular description.

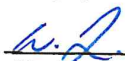
This property is a portion of the same property conveyed to Grantor by James H. McMichael via Warranty Deed dated October 30, 2006 and recorded in the Office of the Clerk of Superior Court, Glascock County, in Deed Book 112, Pages 686-687.

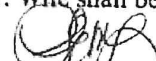
This property is a portion of the same property conveyed to James H. McMichael by Mildred C. Gifford, Mary Anna C. May, Billy J. Chalker, Clois Chalker, and Loys Chalker via Warranty Deed dated November 10, 1995 and recorded in the Office of the Clerk of Superior Court, Glascock County, in Deed Book 4K, Pages 266-267.

This property is a portion of the same property conveyed to Mildred C. Gifford, Mary Anna C. May, Billy J. Chalker, Clois Chalker, and Loys Chalker by Loys Chalker, in his representative capacity as Executor under Item 5 of the Last Will and Testament of Albert E. Chalker via Deed of Assent dated November 10, 1995 and recorded in the Office of the Clerk of Superior Court, Glascock County, in Deed Book 4K, Pages 264-265.

Tax Map and Parcel Identification: Portion of 20-8

7.11 The property at Wild Turkey Drive shall be the property of Wife, and Husband hereby waives and releases any and all claim or interest in said property. Husband shall execute and deliver a special warranty or quitclaim deed to convey any and all such interest in said property to Wife. Wife shall pay all taxes and insurance on the property at Wild Turkey Drive as of May 1, 2021. Wife shall be


Husband


Wife

entitled to take any itemized deductions available under the Internal Revenue Code in connection with the property for the tax year in which this Agreement is executed and every year thereafter.

Mortgage Secured by Other Real Estate

7.12 There is No Mortgage secured by the Wild Turkey Drive, Gibson, Georgia.

**ARTICLE VIII
RETIREMENT**

8.1 Wife shall receive any and all benefits existing by reason of 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 Husband shall be named as beneficiary on any life insurance policies and retirement accounts. All proceeds shall be used for the benefit of the children.**

8.2 Wife shall be entitled to 50% of the Husband's Deferred Compensation Plan upon Husband completing twenty-five (25) years of service at the Lee County Sheriff's Office, or no later than March 1, 2024, whichever occurs first.

8.3 Husband shall receive 100% of the pension plan through Florida Retirement System. The Wife hereby waives and releases any and all claim or interest therein except as provided for in paragraph 9.4 below.

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

Division of Other Assets

9.1 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.

- (a) **Cash /Bank Accounts** - The funds of \$11,784 representing marital savings have been split equally between spouses.
- (b) Wife has taken possession of the following items located in the formal living room. (1) couch (1) love seat (1) coffee table (2) end tables (1) sofa table (2) lamps (1) flat screen tv w/sound bar (1) book cabinet. Other property to be picked up at a later date (1) wicker cabinet Miscellaneous pictures, Christina's World painting and sketch, etc as her own separate property.
- (c) Property belonging to Wife left at the marital home shall be housed for pickup at a later date. Property shall be maintained with good care and respect. Husband shall not dispose of Wife's property without express written permission from wife.


Husband


Wife

(d) Vehicles

(i) **Vehicles to Husband.** Husband shall have as his own separate property 2003 Ford Excursion, 1973 Corvette. 2000 Chrysler Sebring and 1979 Jeep are the possession of the children and shall remain with Husband.

Husband shall be responsible for all loan payments, repairs and maintenance, fuel, taxes and registration, and any other expenses related to the vehicles as of the effective date of this agreement.

As noted in section 6.11, In lieu of Child Support, Mother shall pay for auto insurance for both minor children until they are eligible for their own auto policies.

If any claim, action or proceeding seeks to hold Patricia Muleady-Lucas liable for any debt, claim or expense related to these vehicles, William Lucas Jr. shall at his sole expense, indemnify and defend Patricia Muleady-Lucas against all claims, actions or proceedings, whether or not well founded, including payment of any and all attorney's fees, including appellate fees.

(ii) **Vehicles to Wife.** Wife shall have as her own separate property the 2015 Fiat. She shall be solely responsible for all loan payments, repairs and maintenance, fuel, taxes and registration, insurance or any other expenses related to this vehicle as of the effective date of this agreement.

If any claim, action or proceeding seeks to hold William Lucas, Jr liable for any debt, claim or expense related to this vehicle, Patricia Muleady-Lucas shall at her sole expense, indemnify and defend William Lucas, Jr against all claims, actions or proceedings, whether or not well founded, including payment of any and all attorney's fees, including appellate fees.

Division of Liabilities

9.2 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.

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

Beneficiary Designation

9.4 Husband shall designate or maintain Wife as the sole beneficiary on the following assets to be paid upon Husband's death:

- (a) Any and all life insurance policies
- (b) Any and all retirement plans, accounts, etc.
- (c) Any and all deferred compensation plans
- (d) Any and all checking and savings accounts, for benefit of minor children while they remain under age 18
- (e) Any and all death payments Wife would otherwise be entitled to from Husband's employer.


Husband


Wife

9.5 Husband and Wife agree that the designation providing for the payment or transfer at death of an interest in the assets set forth in paragraph 9.4 above to or for the benefit of the Wife SHALL NOT BE VOID as of the date of entry of the Final Judgment of Dissolution of Marriage.

9.6 Husband shall provide proof to Wife upon request that she has been designated as sole beneficiary on all assets listed in paragraph 9.4 above.

General Provisions

9.7 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.

9.8 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.

9.9 Non-dischargeable 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 non-dischargeable in the event of bankruptcy.

ARTICLE X ALIMONY

10.1 Both parties waive any claim for alimony, whether temporary, durational, "bridge the gap," rehabilitative, permanent, or lump sum. No provision of this Agreement should be construed as payment of alimony by either party.

ARTICLE XI TAX ISSUES

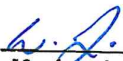
Federal Income Taxes for Tax Year 2020

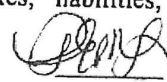
11.1 It is agreed that the parties shall file an individual income tax return in accordance with the Internal Revenue Code of 1986, for the calendar tax year of 2020, with a filing status of married filing joint.

11.2 It is agreed that the parties shall be equally responsible for the federal income tax liability of the parties for the tax year ending December 31, 2020.

11.3 Any refund resulting from the overpayment of tax attributable to the tax year ending December 31, 2020 shall be shared equally by the parties.

11.4 Each party shall indemnify and hold harmless the other party for such taxes, liabilities,


Husband


Wife

deficiencies, assessments, penalties, or interest due thereon or for the omission of taxable income or claim of erroneous deductions of the applicable party.

Federal Income Taxes for Tax Year 2021

11.5 For tax year 2021, each party shall file an individual income tax return in accordance with the Internal Revenue Code.

11.6 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.

11.7 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.

11.8 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.

Dependency Exemption for Tax Years Subsequent to 2021

11.9 The dependency exemption for dependents for tax years subsequent to the dissolution of the marriage shall be claimed as follows: Beginning tax year 2021, the dependency exemption for the minor children shall be released to Wife for all odd-numbered tax years; Husband agrees to execute Internal Revenue Service Form 8332 for each such year, and Husband shall be entitled to claim such exemption for all even-numbered tax years.

Other Provisions

11.10 Attorney is Not a 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.

11.11 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


Husband


Wife

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.

11.12 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.

11.13 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 XII COURT COSTS AND ATTORNEY'S FEES

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

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

ARTICLE XIII GENERAL PROVISIONS


13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.


Husband


Wife

13.6 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.

13.7 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.

13.8 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.

13.9 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.

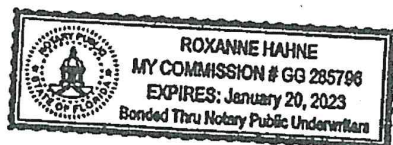
I, PATRICIA MULEADY-LUCAS, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated: 5/27/21

Patricia Muleady-Lucas
Patricia Muleady-Lucas, Wife

STATE OF FLORIDA
COUNTY OF LEE

Sworn to or affirmed and subscribed before me, by means of ☒ physical presence or ☐ online notarization, on 5/27/21 by Patricia Muleady-Lucas.



Roxanne Hahne
NOTARY PUBLIC - STATE OF FLORIDA

Roxanne Hahne
Printed Name of Notary

☒ Personally known
☐ Produced identification
Type of identification produced _____

[Signature]
Husband

[Signature]
Wife

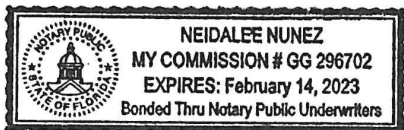
I, WILLIAM LUCAS, JR., certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated: 6/2/21

[Signature]
William Lucas, Jr., Husband

STATE OF FLORIDA
COUNTY OF LEE

Sworn to or affirmed and subscribed before me, by means of ☒ physical presence or ☐ online notarization, on 6/2/21 by William Lucas, Jr.




[Signature]
NOTARY PUBLIC - STATE OF FLORIDA

Neidalee Nunez
Printed Name of Notary

☐ Personally known
☒ Produced identification
Type of identification produced FL DL

[Signature]
Husband

[Signature]
Wife

CHILD SUPPORT GUIDELINES WORKSHEET			
For this calculator to work properly. User Inputs in blue fields, where applicable.	A. FATHER	B. MOTHER	TOTAL
1. Present Net Monthly Income Enter the amount from line number 27, Section I of Florida Family Law Rules of Procedure Form 12.902(b) or (c), Financial Affidavit.	4,502.00	3,108.00	\$7,610.00
2. Basic Monthly Obligation Enter how many minor child(ren) common to the parties (1, 2, 3, 4, 5 or 6)			2 
Using the total amount from line 1, enter the appropriate amount from the child support guidelines chart (view by clicking "Guidelines" tab above).			\$1,957.00
3. Percent of Financial Responsibility Divide the amount on line 1A by the total amount on line 1 to get Father's percentage financial responsibility. Enter answer on line 3A. Divide the amount on line 1B by the total amount on line 1 to get Mother's percentage financial responsibility. Enter answer on line 3B.	59.16%	40.84%	
4. Share of Basic Monthly Obligation Multiply the number on line 2 by the percentage on line 3A to get Father's share of basic obligation. Enter answer on line 4A. Multiply the number on line 2 by the percentage on line 3B to get Mother's share of basic obligation. Enter answer on line 4B.	\$1,157.	\$799.26	
Additional Support — Health Insurance, Child Care & Other			
5. a. 100% of Monthly Child Care Costs [Child care costs should not exceed the level required to provide quality care from a licensed source. See section 61.30(7), Fla. Stat. for more information.]			0.00
b. Total Monthly Child(ren)'s Health Insurance Cost [This is only amounts actually paid for health insurance on the child(ren).]			0.00
c. Total Monthly Child(ren)'s Noncovered Medical, Dental and Prescription Medication Costs			150.00

d. Total Monthly Child Care & Health Costs [Add lines 5a+5b+5c]			\$150.00
6. Additional Support Payments Multiply the number on line 5d by the percentage on line 3A to determine the Father's share. Enter answer on line 6A. Multiply the number on line 5d by the percentage on line 3B to determine the Mother's share. Enter answer on line 6B.	\$88.74	\$61.26	
Statutory Adjustments/Credits			
7.	0.00	0.00	
a. Monthly child care payments actually made			
b. Monthly health insurance payments actually made	0.00	0.00	
c. Other payments/credits actually made for any noncovered medical, dental and prescription medication expenses of the child(ren) not ordered to be separately paid on a percentage basis. [See § 61.30 (8), Florida Statutes]	0.00	150.00	
8. Total Support Payments actually made [Add 7a through 7c]	\$0.00	\$150.00	
9. MINIMUM CHILD SUPPORT OBLIGATION FOR EACH PARENT* [Line 4 plus line 6; minus line 8]	\$1,246.	\$710.52	*The parent who exercises time-sharing less than 20% pays the other parent.
Substantial Time-Sharing (GROSS UP METHOD) If each parent exercises time-sharing at least 20 percent of the overnights in the year (73 overnights in the year), complete Nos. 10 through 21. Note: If one parent does not exercise time-sharing at least 20%, then the figure in No 9 above sets forth the child support amount and it is not necessary to complete Nos. 10 through 21.			
	A. FATHER	B. MOTHER	TOTAL
10. Basic Monthly Obligation x 150% [Multiply line 2 by 1.5]			\$2,935.50
11. Increased Basic Obligation for each parent Multiply the number on line 10 by the percentage on line 3A to determine the Father's share. Enter answer on line 11A. Multiply the number on line 10 by the percentage on line 3B to determine the Mother's share. Enter answer on line 11B.	\$1,736.	\$1,198.8	
12. Number and percentage of overnight stays with each parent Enter how many overnight stays the children spend with the father each year in line 12A. Enter how many overnight stays the children spend with	227	138	Double check that when added together the numbers in 12A and 12B equal 365!

the mother each year in line 12B.
Total between the two must equal 365!

Divide the number in 12A by 365. Enter this percentage to show father's percentage of overnights. Divide the number in 12A by 365. Enter this percentage to show mother's percentage of overnights.

62.19% 37.81%

13. Parent's support multiplied by other Parent's percentage of overnights [Multiply line 11A by line 12B. Enter this number in 13A. Multiply line 11B by line 12A. Enter this number in 13B.]

\$656.51 \$745.61

Additional Support — Health Insurance, Child Care & Other

14.

a. Total Monthly Child Care Costs [Child care costs should not exceed the level required to provide quality care from a licensed source. See section 61.30(7), Fla. Stat. for more information.]

\$0.00

b. Total Monthly Child(ren)'s Health Insurance Cost. [This is only amounts actually paid for health insurance on the child(ren).]

\$0.00

c. Total Monthly Child(ren)'s Noncovered Medical, Dental and Prescription Costs.

\$150.00

d. Total Monthly Child Care & Health Costs [Add lines 14a+14b+14c]

\$150.00

15. Additional Support Payments
Multiply the number on line 14d by the percentage on line 3A to determine the Father's share. Enter answer on line 15A.
Multiply the number on line 14d by the percentage on line 3B to determine the Mother's share. Enter answer on line 15B.

\$88.74 \$61.26

Statutory Adjustments/Credits

16.

a. Monthly child care payments actually made

\$0.00 \$0.00

b. Monthly health insurance payments actually made

\$0.00 \$0.00

c. Other payments/credits actually made for any noncovered medical, dental and prescription medication expenses of the child(ren) not ordered to be

\$0.00 \$150.00

separately paid on a percentage basis. [See § 61.30 (8), Florida Statutes]

17. Total Support Payments actually made [Add 16a through 16c]	\$0.00	\$150.00
18. Total Additional Support Transfer Amount [Line 15 minus line 17; Enter any negative number as zero]	\$88.74	\$0.00
19. Total Child Support Owed from Father to Mother [Add line 13A+18A]	\$745.31	
20. Total Child Support Owed from Mother to Father [Add line 13B+18B]		\$745.61
21. Actual Child Support to Be Paid. [Comparing lines 19 and 20, Subtract the smaller amount owed from the larger amount owed and enter the result in the column for the parent that owes the larger amount of support]	\$0.00	\$0.29