

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT, IN AND FOR  
CHARLOTTE COUNTY, FLORIDA DOMESTIC RELATIONS

IN RE: The Marriage of:

BRIAN RAIMONDO,

Petitioner/Husband,

And

Case No. 23-DR-1465

TANIA MARIE RAIMONDO,

Respondent/Wife.

**MARITAL SETTLEMENT AGREEMENT**

This Agreement is made in connection with an action for dissolution of marriage between TANIA MARIE RAIMONDO, referred to as "Wife" herein, and BRIAN RAIMONDO referred to as "Husband" herein, who are sworn and agree as follows:

**WHEREAS**, the parties hereto were married to each other on December 4, 1999; and

**WHEREAS**, there are no children of this marriage; and

**WHEREAS**, no other children were born or adopted by the parties, and none are expected; and

**WHEREAS**, the parties are residents of the State of Florida, and both parties' consent to the venue in Charlotte County in the State of Florida to enter a Final Judgment of Dissolution of Marriage to dissolve their marriage and to approve and adopt this Agreement as part thereof; and

**WHEREAS**, this Agreement is intended to be introduced into evidence in an action for dissolution of marriage and be incorporated, but not merged, in a Final Judgment entered therein. The parties agree to file the necessary documentation to obtain a divorce; and

**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; and

  
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**WHEREAS**, both the Wife and Husband intend, through this Agreement, to discharge, settle and satisfy any and all claims and rights to money and property of any nature and otherwise that they may have or heretofore had against the other spouse, and they release and discharge the other spouse from all such claims and rights forever; and

**WHEREAS**, the parties wish to settle between themselves, now and forever, their respective rights, duties, and obligations regarding assets, liabilities, equitable distribution, alimony, attorneys' fees and costs and any other marital rights under Florida law; and

**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

**WHEREAS**, this Agreement has been reached by the negotiation of the parties. Each party recognizes that he or she is not required to sign this Agreement and is entitled to have a judge determine all issues between them. With this knowledge and with each party having had the opportunity to obtain legal counsel and/or seek advice relating to this Agreement, the parties waive the right of court determination and agree to be bound by the terms of this Agreement and that each party has assented to this Agreement freely and voluntarily, without coercion or duress.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parties have agreed and do hereby agree as follows:

## **ARTICLE I**

### **DIVISION OF ASSETS AND LIABILITIES**

1.1. Equitable Distribution. The parties agree that the following division of their marital property is fair and equitable between them. Each party accepts that property to be distributed is in full and complete satisfaction of all marital rights in and to the marital property, regardless of any claims that may be brought forth by the parties as to their potential respective interest that may exist prior to the entry of this Agreement. Neither party shall intentionally diminish any asset or increase any liability which the other party is to receive.

1.2. Separate Ownership and Division of Personal Property and Jewelry. Per the terms of this Agreement, the parties have divided between them to their mutual satisfaction, and agree that they have amicably divided between them, all articles of personal property which have heretofore been used by them in common and are satisfied with said division of

  
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personal property. *Except as otherwise expressly set forth herein*, each party shall keep and own, as his or her separate property free of any claim or right of the other, all of the items of property, real, personal and mixed, of any kind, nature or description and wherever situated, which are now in his or her name, control or possession, with full power to dispose of the same as fully and effectually in all respects and for all purposes as if unmarried. Furthermore, each party will retain his or her own clothing, jewelry, and personal effects without consideration of value and that the parties agree to forego the valuation of any personal property or jewelry that either party may be entitled to as an asset of the marriage.

1.3. Distribution of Specific Assets and Monies.

1.3.1. 2007 Chevrolet Silverado. The Husband shall be solely entitled to ownership and use of the 2007 Chevrolet Silverado. The Wife shall transfer title in the vehicle to the Husband within thirty (30) days from the date of this Agreement, if necessary. The Husband indemnifies and holds the Wife and his property harmless from all liabilities and expenses associated with ownership/maintenance of 2007 Chevrolet Silverado. The Husband shall maintain his own car insurance policy on the 2007 Chevrolet Silverado and pay such without contribution from the Wife. The Husband agrees to pay the Wife for half the agreed value of the 2007 Chevrolet Silverado per the Wife's financial affidavit, as reflected below in 1.3.4.

1.3.2. Jeep Rubicon. The Husband shall be solely entitled to ownership and use of the 2015 Jeep Rubicon. The Wife shall transfer title in the vehicle to the Husband within thirty (30) days from the date of this Agreement. The Husband indemnifies and holds the Wife and her property harmless from all liabilities and expenses associated with ownership/maintenance of 2015 Jeep Rubicon. The Husband shall maintain his own car insurance policy on the 2015 Jeep Rubicon and pay such without contribution from the Wife.

1.3.3. Lincoln MXC. The Wife shall be solely entitled to ownership and use of the 2013 Lincoln MXC. The Husband shall transfer title in the vehicle to the Wife within thirty (30) days from the date of this Agreement. The Wife indemnifies and holds the Husband and his property harmless from all liabilities and expenses associated with ownership/maintenance of 2013 Lincoln MXC. The Wife shall maintain her own car insurance policy on the 2013 Lincoln MXC and pay such without contribution from the Husband.

  
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**1.3.4. Equitable Division of the RV Sale Proceeds, Wife's Equity for the 2007 Chevrolet Silverado, Home Insurance Check and IRS Tax Refund:**

The parties hereby acknowledge and agree that the Husband sold the marital RV and has the sale proceeds in his possession. Additionally, the Husband has checks from Monarch National Insurance Co. and Loan Care, as well as the Husband received an IRS tax refund for 2022. The parties agree to the distribution of these limited assets involves the Husband receiving and depositing the insurance checks and tax refund check and producing a check or wire transfer to the Wife for the net difference of these assets, as described in table attached hereto in Exhibit "A" within fifteen (15) days of this agreement.

**1.4. Real Property.** The parties, by agreement, sold the former marital residence located at 33600 Bermont Road, Punta Gorda, FL 33982 and previously divided the net proceeds amongst themselves so that each party received an equal amount from the net sale proceeds at closing.

**1.5. Assets to the Wife.** In consideration of the mutual covenants and agreements contained herein, the Husband shall convey and/or release to Wife as her sole and absolute the following assets:

1.5.1. All items that were the Wife's pre-marital property or owned or purchased by her prior to the date of marriage, whether sold during the marriage.

1.5.2. All assets in Wife's individual name alone or jointly titled with another person other than Husband, subject to all debt or expenses connected therewith.

1.5.3. The parties agree that all bank accounts, certificates of deposit, securities or securities accounts held in trust or other accounts held in any financial institution in the Wife's individual name alone or jointly titled with another person other than Husband shall be the sole and exclusive property of the Wife, subject to all debt or expenses connected therewith.

1.5.4. Any transfer of assets if not specifically set forth in this Agreement, shall occur within thirty (30) days of execution of this Agreement.

**1.6. Assets to Husband.** In consideration of the mutual covenants and agreements contained herein, the Wife shall convey and/or release to Husband as his sole and absolute the following assets:

1.6.1. All items that were the Husband's pre-marital property or owned or purchased by him prior to the date of marriage.

  
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1.6.2. All assets in Husband's individual name alone or jointly titled with another person other than Wife, subject to all debt or expenses connected therewith.

1.6.3. The parties agree that all bank accounts, certificates of deposit, securities or securities accounts held in trust or other accounts held in any financial institution in the Husband's individual name alone or jointly titled with another person other than Wife shall be the sole and exclusive property of the Husband, subject to all debt or expenses connected therewith.

1.6.4. Any transfer of assets if not specifically set forth in this Agreement, shall occur within thirty (30) days of execution of this Agreement.

1.7. Division of Contingent Assets and Liabilities. There are no contingent assets or liabilities that exist requiring division between the parties.

1.8. Assets to Be Conveyed. As to those assets to be distributed in their entirety to one of the Parties, the Party not receiving the asset shall convey the asset to the other, as the other's sole and absolute property, immediately upon the execution of this Agreement. The parties will retain or receive the identified assets free from any claims of the other. The parties shall indemnify and hold the other harmless for any liabilities retained or assumed. Unless otherwise agreed to herein, no later than thirty (30) days after the execution of this Agreement, a party receiving a jointly titled asset shall remove the other party's name therefrom. Both parties shall cooperate to the extent reasonably necessary in order to carry out the terms of this paragraph, with reasonable being defined as a timely manner not to exceed thirty (30) days, if within the control of the acting party.

1.9. Liabilities/Debts of the Parties. The parties acknowledge that there are other obligations or liabilities of the parties that exist in any ongoing nature. 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. If there are any existing liabilities or debts in the names of the parties jointly, they shall be the responsibility of the party who incurred the liability. Neither party shall hereafter incur any obligation or liability for which the other party will be liable.

1.9.1. Husband shall pay the debts, liabilities and obligations that are in his name and shall indemnify and hold Wife and her property harmless from any failure to pay the same. Additionally, the Husband specifically recognizes the following debts/liabilities as his sole liabilities, which are his responsibility, whether they would be considered liabilities of the marriage or not: Bass Pro Shop/Capital One credit card.

  
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1.9.2. Wife shall pay certain debts, liabilities and obligations that are in her name and shall indemnify and hold Husband and his property harmless from any failure to pay the same. The Wife specifically recognizes the following debts/liabilities are her responsibility, whether they would be considered liabilities of the marriage or not: Bank of America credit card and Hughes Net bill and equipment charges related thereto.

1.10. Property Subject to Existing Encumbrances and Liens. All property transferred pursuant to this Agreement is transferred subject to all existing encumbrances and liens thereon, except as may be otherwise provided in this Agreement. The party receiving the property agrees to indemnify and hold harmless to the other party from any claim or liability that the other party may suffer or may be required to pay because any encumbrances or liens that they were not to pay by the terms of this Agreement.

1.11. Other Information or Instruments. Each party agrees to provide to the other party any necessary information or to execute and deliver any instrument or document necessary to transfer title or interest in property consistent with this Agreement.

1.12. After Acquired Real Property. Any real property acquired after the date of separation shall belong to the party to which the after-acquired property is titled.

1.13. Indemnification. Other than as set forth elsewhere herein, each party shall be responsible for, indemnify and hold the other party harmless from those debts and liabilities incurred by that party or relating to any property received by that party.

1.14. Full Disclosure. Each party has made independent inquiry into the complete financial circumstances of the other and represents to the other that either party is fully informed of the income, assets, property and financial prospects of the other, is aware of all nonmarital property and all marital property as those terms are defined in Chapter 61, Florida Statutes and is satisfied that full disclosure has been made, and that neither party can appropriately make a claim against the other by reason of failure to disclose or failure of knowledge of the financial circumstances of the other, except for fraud or misrepresentation. Each has had a full opportunity and has consulted at length with either party's attorney regarding all the circumstances hereof and acknowledges that this Agreement has not been the result of fraud, duress or undue influence exercised by either party upon the other or by any other person or persons upon the other. Both parties acknowledge that this Agreement has been achieved after full disclosure, competent legal representation and honest negotiations, and that the parties have each relied on the financial information disclosed by the other.

  
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1.15. Entire Understanding. This Agreement contains the entire understanding of the parties who hereby acknowledge that there have been and are no representations, warranties, covenants or undertakings other than those expressly set forth herein. The parties, however, having awareness of the law which affects financial rights of spouses, including a statute popularly known as the "Equitable Distribution Statute," make this Agreement in full and complete satisfaction of any and all claims which Husband may have against the Wife, and which the Wife may have against the Husband, including rights of equitable distribution which each may have under applicable present and future law, rights to distribution of property, rights to payments of capital sums, rights to periodic payments, rights to distributive shares, rights to pensions and life insurance, etc. and instead choose to make the financial provisions as expressly set forth within this Agreement.

## **ARTICLE II**

### **EQUITABLE DISTRIBUTION AND WAIVER OF INTEREST IN RETIREMENT BENEFITS**

2.1. Retirement Benefits of Husband under the Florida Retirement System Pension Plan. The Husband (for purposes of this section referred to as the "Participant") is a Participant under the Florida Retirement System Pension Plan (herein referred to as "the Plan"). For the purposes of marital property division, the Wife (for purposes of this section referred to as the "Alternate Payee") is hereby granted a portion of the Participant's retirement benefits under the Plan as designated below.

(a) Amount of Alternate Payee's Benefits: The Alternate Payee is hereby assigned 30% of the marital portion of the Participant's total accrued benefit, which shall be defined as the total accrued benefit acquired beginning on 12/04/1999 and ending on 10/13/2023. The Participant shall immediately obtain a calculation of the dollar value of this marital portion from the Florida Retirement System calculation department, and the parties acknowledge that this valuation shall be done assuming that the Participant will select option 1 under the Plan.

To the extent that the Participant opts to engage in the Deferred Retirement Option Program, the Alternate Payee shall also be entitled to a pro rata share of such benefits, in proportion to the amount awarded to the Alternate Payee above.

If the Participant leaves FRS covered employment, and seeks a refund of their contributions from the Plan, then the Alternate Payee shall be entitled to a share of such refunds in proportion to their share of the Participant's total pension.

  
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b. Postretirement Cost-of-Living Adjustments: The Alternate Payee shall receive a pro rata share of any post-retirement cost-of-living adjustments (COLAs) or other economic improvements made to the Participant's benefits on or after the date of benefit commencement. Such pro rata share shall be calculated in the same manner as the Alternate Payee's share of the Participant's retirement benefits as calculated above.

c. Commencement Date and Form of Payment to the Alternate Payee: The Alternate Payee's benefits shall not commence until the Participant's benefits commence.

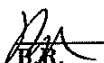
d. Tax Treatment of Distributions Made to the Alternate Payee under the Qualified Domestic Relations Order: For purposes of Sections 401(a)(1) and 72 of the Internal Revenue Code, the Alternate Payee shall be treated as the distributee of any distribution or payments made to the Alternate Payee under the terms of a Qualified Domestic Relations Order (QDRO) necessary to effectuate the terms of this section, and as such, will be required to pay the appropriate federal, state, and local income taxes on such distribution.

e. Inadvertent Payment(s) to Plan Participant: In the event that the Plan Trustee inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Agreement, the Participant shall immediately return such payments to the Plan administrator. Upon receipt of the repayment, the Plan administrator shall issue an amended Form 1099 to the Participant so that the Participant is not liable for any income taxes associated with the Alternate Payee's assigned share of the benefits.

f. A QDRO Shall Issue: In order to effectuate the Assignment provisions of this Agreement regarding the division of the Participant's retirement benefits under the Plan, a QDRO shall be prepared in accordance with the terms of this Agreement and submitted to the Plan Administrator for processing.

g. QDRO Preparation: The parties hereby agree that Matthew Lundy Law—QDRO Law ("MLL") shall be hired to prepare the QDRO(s) in this matter. The parties shall equally divide the cost of said QDRO preparation each shall pay MLL within 15 days of the execution of this Agreement.

h. Continued Jurisdiction: The Court shall retain jurisdiction to enter any QDROs necessary to effectuate the terms of this Agreement, and to amend the

  
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provisions in such QDROs, as may be necessary to effectuate the terms of such QDROs. The court shall also retain jurisdiction to enter such further orders that are just, equitable, and necessary to enforce, secure, and sustain the benefits awarded to the Alternate Payee. Such further orders may include, but not be limited to, nunc pro tunc orders or orders that re-characterize the benefits awarded under the Plan to apply to benefits earned by the Participant under another Plan, as applicable, or orders that award spousal or child support, to the extent necessary to carry out the intentions and provisions of this Order.

i. Direct Payment from Participant to Alternate Payee: In the event that a QDRO or similar order has not been properly administered and/or qualified by the Plan as of the Assignment Date, and the Participant receives any monies that belong to the Alternate Payee pursuant to this Agreement, the Participant shall make direct payment to the Alternate Payee of her share, subject to the contempt powers of the Court. Further, if the Participant's pension is converted or transferred into another pension, including a successor plan or a disability pension, thereby nullifying a QDRO entered pursuant to this Agreement, the Participant shall be responsible for making direct payment to Alternate Payee to ensure that the Alternate Payee receives the benefits awarded under this Agreement.

j. Failure to Include Specific Benefits: The failure to include a specific benefit in this agreement related to the Plan, or otherwise available under the Plan, shall not serve as a bar to the Alternate Payee seeking a portion of such benefit under a QDRO or in a subsequent hearing, unless the parties have specifically agreed that such benefit shall not be available to one or both of the parties.

k. Additional Information: To the extent that additional statements, plan documents, or any information is necessary to complete the transfer under this section, each party shall cooperate in providing such documents and information to the other party. Failure to provide such information shall constitute contempt.

2.2. Wife's Waiver of Right to Husband's Remaining Retirement Accounts/Assets. The parties hereby acknowledge that Wife may have certain rights and interests in retirement benefits for other retirement accounts of Husband, including but not limited to his 457 Plan account. Having full knowledge of any rights or interest Wife may have in Husband's retirement, except as stated in paragraph 2.1 above, Wife hereby waives any rights and interests Wife may have in Husband's retirement benefits any other pension plan, stock, bond, 401(k), 457, 403(b), Individual Retirement Account (whether it be a Roth-IRA, Traditional-IRA, Simple-IRA, Rollover-IRA or SEP-IRA account), or similar type investment fund. Wife

  
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agrees to execute at any time in the future any and all waivers and consents to waivers which may be required under the plan documents or any law of the United States in connection with the relinquishment of Wife's rights of any benefits under Husband's retirement benefits through the above.

2.3. Husband's Waiver of Right to Any Retirement Accounts/Assets or Benefits of Wife. The parties hereby acknowledge that Husband may have certain rights and interests in retirement benefits of Wife. Having full knowledge of any rights or interest Husband may have, Husband hereby waives any rights and interests Husband may have in Wife's retirement benefits through the State of Florida, any pension plan, stock, bond, 401(k), Individual Retirement Account (whether it be a Roth-IRA, Traditional-IRA, Simple-IRA, Rollover-IRA or SEP-IRA account), or similar type investment fund. Husband agrees to execute at any time in the future any and all waivers and consents to waivers which may be required under the plan documents or any law of the United States in connection with the relinquishment of Husband's rights of any benefits under Wife's retirement benefits through the above.

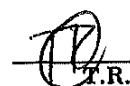
### ARTICLE III NO ALIMONY/SPOUSAL SUPPORT

3.1. Wife's Waiver for Spousal Support. The Wife declares that she does not desire, require or wish any support or alimony to be paid to her by the Husband and that no provision of this Agreement should be construed as payment of alimony to the Wife. The Wife hereby forever waives any claim, now or in the future of any other form of alimony (including bridge-the-gap, rehabilitative, lump sum for support purposes or durational alimony) that she could pursue as a claim for relief. The Wife declares that she is capable for self-support without contribution from the Husband.

3.2. Husband's Waiver of Spousal Support. Husband declares that he does not desire, require or wish any support or alimony to be paid to him by the Wife and that no provision of this Agreement should be construed as payment of alimony to the Husband. The Husband hereby forever waives any claim, now or in the future of any other form of alimony (including bridge-the-gap, rehabilitative, lump sum for support purposes or durational alimony) that he could pursue as a claim for relief. The Husband declares that he is capable for self-support without contribution from the Wife.

3.3. The parties declare and acknowledge that each has been and is capable of self-support and can earn such sums as are reasonably required to maintain him or her in the standard of living which the parties had during the period that they resided together as Husband and Wife. The continued ability to have such earnings is not, however, a condition of any of the other provisions of this Article and shall not be deemed in any respect to impair the other provisions of this Article.

  
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3.4. Cessation of Health and Other Insurance Coverage for Parties. The parties agree that each shall be responsible for their own medical, dental and hospitalization coverage beginning the date of the execution of this Agreement, and neither party shall seek reimbursement from the other party for any of their individual medical, dental or hospital expenses for services rendered on or after the Petitioner's initial date of filing the dissolution of marriage action.

#### ARTICLE IV INCOME TAX RETURN

4.1. The parties agree that they will file a separate federal tax return and any necessary state tax returns for the tax year 2023. The parties shall be fully responsible for their individual tax liabilities and/or fully entitled to their individual tax refunds free from any claim or interference by the other party.

4.2. If, after the date of entry of the Final Judgment, either party is called upon to make any income tax adjustments to any Federal or State income tax returns filed jointly by the parties during their marriage, both parties, as joint filers, shall cooperate and execute whatever documents may be required or appropriate. If any of the taxes, penalties, interest or professional fees result from either party's failure to report income or improperly reports tax deductions or credits, the party failing to report shall be responsible for payment of the taxes, penalties, interest, and professional fees related thereto and shall indemnify, defend and hold harmless the other party from the same. Indemnification obligations shall include the reasonable attorneys' and other professional fees, costs, and expenses incurred by the other party. If the parties receive any refund due to erroneous reporting of income or deductions due to one party's income, the parties shall equally share in the refund.

4.3. 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.

4.4. 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 herein. Within fifteen (15) 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 IRS request for information. Such access shall include the right to copy the records if necessary, in order to

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respond to such IRS examination or IRS request for information.

4.5. 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 any records which determine or affect the tax basis therein.

4.6. 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 V COURT COSTS AND ATTORNEY'S FEES AND COSTS

5.1. Wife's Attorney's Fees and Costs. The Wife shall be solely responsible for any attorney fees and costs for services they incurred in connection with this dissolution of marriage action.

5.2. Husband's Attorney's Fees and Costs. The Husband shall be solely responsible for any attorney fees and costs for services he incurred in connection with this dissolution of marriage action.

#### ARTICLE VI DEFAULT IN PAYMENTS OR OTHER OBLIGATIONS

6.1. Except as otherwise provided herein, in the event that any party defaults with respect to an obligation under this Agreement, the defaulting party agrees to indemnify the other party against, and to reimburse him or her for any and all costs, expenses and attorney's fees resulting from or made necessary by the bringing of any suit or other proceeding or the defense thereof, or to enforce any of the terms or conditions of this Agreement to be performed or complied with by the defaulting party, or to enforce any of the other party's rights to recover any amount to be paid to him or her by the defaulting party pursuant to this Agreement, provided such suit or other proceeding results in a judgment, decree or order in favor of the other party.

  
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**ARTICLE VII**  
**WAIVER OF TESTAMENTARY RIGHTS**

7.1. Except as otherwise provided in this Agreement, each party hereby waives, releases and relinquishes any and all rights that he or she may now have or may hereafter acquire under the laws of the State of Florida or any other jurisdiction:

7.1.1. To share, as a result of the marital relationship, in the other party's estate upon the latter's death; or

7.1.2. To act as executor or administrator of the other's estate or to participate in the administration of the other's estate or to participate in the administration thereof;

7.2. This provision is intended to be and shall constitute a revocation of any and all prior testamentary dispositions made by one party in favor of the other and each party does hereby renounce any such dispositions or special bequests under any Last Will and Testament heretofore executed by the other.

7.3. This waiver shall and does constitute a mutual waiver by the parties of their respective rights of election to take against each other's Last Will and Testament, now or hereafter in force, under Chapter 732 of the Florida Statutes, or any law amendatory thereof or supplemental thereto, or the same or similar law of any other jurisdiction.

7.4. It is the intention of the parties that their respective estates shall be administered and distributed in all respects as though no marriage had been solemnized between them. However, nothing herein contained is intended to or shall constitute a waiver, by either party, of any voluntary testamentary provision which may be made in his or her favor by the other, following the execution of this Agreement.

7.5. The consideration for each party's waiver and release of his or her rights as spouse in the other party's estate shall be the reciprocal release by the other party.

7.6. Notwithstanding the provisions of subparagraphs "7.1.", "7.2.", "7.3.", and "7.4." of this article, nothing contained herein shall constitute:

7.6.1. A release or discharge of either party or of such party's estate or property, of or from any of such party's covenants, Agreements, promises, representations, warranties or other undertakings or obligations set forth in other paragraphs of this Agreement or a release, waiver, relinquishment or renunciation by either party of his

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or her right, or the right of his or her respective heirs, legal representations, executors, administrators or assigns, to require and enforce performance of the other party's covenants, Agreements, promises, representations, warranties and other undertakings and obligations set forth in other paragraphs of this Agreement which do not otherwise terminate upon death; or

7.6.2. A release, waiver, relinquishment, or renunciation by either party of any devise, bequest or other provisions for the benefit of such party which may be set forth in the Last Will and Testament (or any codicil thereto) executed after the date of this Agreement, of the other party, or of proceeds of insurance on the life of the other as to which such party shall be expressly designated a beneficiary.

## **ARTICLE VIII REPRESENTATIONS AND WARRANTIES**

8.1. This Agreement shall be offered in evidence by either party, and, if acceptable to the Court, shall be incorporated by reference in the judgment that shall be rendered. 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.

8.2. Representations. The Parties represent to each other:

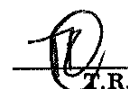
8.2.1. Each has had the opportunity to obtain independent legal advice of counsel of his or her own selection in negotiation of this Agreement. Each party fully understands the facts and is informed as to his or her legal rights and obligations and each is signing this Agreement freely and voluntarily, intending to be bound by it.

8.2.2. Each understands and agrees that this Agreement constitutes the entire contract of the Parties. It supersedes any prior written Agreement. There are no representations or warranties other than as set forth in it. Parties recognize that oral agreements or representations are invalid.

## **ARTICLE IX POSSIBLE INVALIDITY**

9.1. In case any provisions of this Agreement should be held to be contrary to or invalid under the law of any country, state or other jurisdiction, such illegality or invalidity shall not affect in any way any other provision hereof, all of which shall continue, nevertheless, in full force and effect; any provision which is held to be illegal or invalid in any country, state or other jurisdiction shall, nevertheless, remain in full force and effect in any country, state or jurisdiction in which such provision is legal and valid.

  
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**ARTICLE X**  
**RELEASES AND WAIVERS**

10.1. General Release. Except as herein provided, the parties hereby release and forever discharge the other party of and from all debts, sums of money, covenants, agreements, promises, damages, judgments, and demands whatsoever, in law or in equity, which either party has had or may have against him or her for or by reason of any matters or thing up to the date of this Agreement. Nothing herein shall be deemed to impair the rights of either of the parties arising from and by virtue of this Agreement. The provisions of this Agreement shall apply equally to all heirs, executors, and administrators of both parties.

**ARTICLE XI**  
**GENERAL PROVISIONS**

11.1. Written Notice of Change of Information. Any party shall give written notice to the other party by email or text message of any intended change in the following information: (a) name, (b) mailing address, (c) cellular telephone number, and (d) email address. Such written notice must be provided no later than five (5) days after a change of any of the foregoing information. This section shall only apply while there are obligations that either party owes to the other and thereafter, shall cease to be enforceable.

11.2. 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. The parties hereby acknowledge and represent, by affixing their hands and seals hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract, or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct, or fraud of any person or party taking place prior to or contemporaneously with the execution of this Agreement.

  
B.R.

  
T.R.

11.3. Mutual Release. Each party, for herself or himself, and for her or his heirs, legal representatives, executors, administrators and assigns, hereby remises, releases and forever discharges the other party for any actual or potential right, claim, demand or cause of action, in law or in equity, 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.

11.4. No Waiver of Breach. The failure of a party to insist in one or more instances upon the strict performance of any term or provision of this Agreement shall not be construed to constitute a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect.

11.5. 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.

11.6. 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.

11.7. Survival of Agreement; No Merger. This Agreement may be offered into evidence by either party in an action to dissolve the marriage and may be incorporated by reference in a final judgment entered therein *but such shall not be merged* in such judgment but shall survive the judgment and be binding on the parties.

11.8. Implementation. The Wife and Husband shall, at any and all times, upon request by the other party or his or her legal representatives, promptly make, execute and deliver any and all other and further instruments as may be necessary for the purpose of giving full force and effect to the provisions of this Agreement, without charge therefore.

11.9. Construction and Interpretation of Agreement. The parties agree that the provisions of this Agreement shall not be construed more strictly against either party, regardless of which party is responsible for drafting this Agreement. In all other respects, the laws of the State of Florida shall govern the validity, construction, interpretation, and effect of this Agreement.

11.10. Binding Effect. Except as otherwise stated in this Agreement, all provisions of this Agreement shall be binding upon the respective assigns, heirs, next of kin, personal representatives, and administrators of the parties.

  
B.R.

  
T.R.

11.11. Counterpart or Copies of this Agreement. This Agreement may be executed by the separate signatures and acknowledgments of the parties hereto on counterpart copies hereof and shall become effective when counterparts so executed and acknowledged have been exchanged by the parties.

11.12. 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 law.

11.13. Reconciliation. This Agreement shall not be invalidated or otherwise affected by reconciliation or a resumption of marital relations between the parties unless they have executed and acknowledged a written statement expressly setting forth that they are canceling this Agreement. This Agreement shall not be invalidated or otherwise affected by any decree or judgment made in any court in any pending or future action or proceeding between the parties.

11.14. Reservation of Jurisdiction. The parties agree that the court shall retain jurisdiction to make orders and determinations that are necessary and/or appropriate:

11.14.1. To enforce or effectuate the terms of this Agreement, including the division of property as specified in the Agreement;

11.14.2. To resolve any matter subject to the jurisdiction of the court that has not otherwise been resolved by the terms of the Agreement, or to resolve any dispute that may arise concerning the terms of the Agreement; and

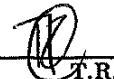
11.14.3. To resolve claims regarding omitted or undisclosed property and obligations.

## ARTICLE XII

### MODIFICATION, REVOCATION, AMENDMENT AND FULL AGREEMENT

12.1. With regard to any portions of this Agreement that are modifiable, the parties agree that no modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and with the same formalities as were used in the execution of this Agreement. The parties understand and agree that any attempt to modify this Agreement orally or by conduct shall be ineffective. The portions of this Agreement, if any, which have been indicated to be non-modifiable, are clearly intended to remain so. This Agreement supersedes any prior understandings or agreements made by the parties on the subjects covered by this Agreement.

  
B.R.M.

  
T.R.

**ARTICLE XIII  
ENTIRE UNDERSTANDING**

13.1. This Agreement contains the entire understanding of the parties who hereby acknowledge that there have been and are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

I, TANIA MARIE RAIMONDO, 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.

T. Raimondo  
TANIA MARIE RAIMONDO  
Wife

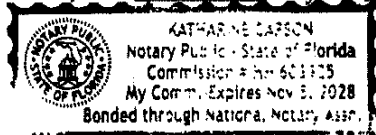
11/18/24  
Date

Jesus Heula 11-18-23  
Witness #1 Date  
JESUS HEULA  
Printed Name (Witness #1)

Katharine Carson 11/18/24  
Witness #2 Date  
Katharine Carson  
Printed Name (Witness #2)

STATE OF FLORIDA  
COUNTY OF Charlotte

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 18<sup>th</sup> day of November, 2023, by Tania Marie Raimondo.



Katharine Carson  
NOTARY PUBLIC  
Notary Stamp:

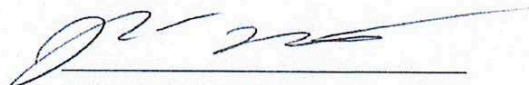
☒ Personally known  
Produced identification  
Type of identification produced DL



B.R.

T.R.

I, BRIAN RAIMONDO, 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.

  
BRIAN RAIMONDO  
Husband

7/19/24  
Date

  
Witness #1      Date

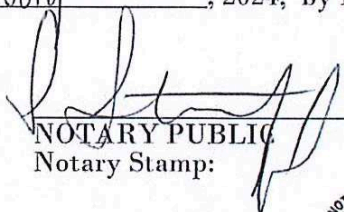
Albert L. Alguadich Jr  
Printed Name (Witness #1)

  
Witness #2      Date

Teresa M Alguadich  
Printed Name (Witness #2)

STATE OF FLORIDA  
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 19th day of JULY, 2024, by Brian Raimondo.


  
NOTARY PUBLIC  
Notary Stamp:

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



ALLYSON STRUTZEL  
Commission # HH 242831  
Expires March 21, 2026

  
B.R.

  
T.R.

ASSET	EQUITY/ NET VALUE	HUSBAND	WIFE
RV Net Sale Proceeds	70,000.00	23,907.20	46,092.81
Monarch Nat. Ins. Co. Check #098	3,976.00	3,976.00	
LoanCare Check #260	3,796.85	3,796.85	
LoanCare Check #598	3,933.98	3,933.98	
Loan Care Check #579	0.11	0.11	
Loan Care Check # 515	2,212.64	2,212.64	
2022 IRS Refund Check	1,266.03	1,266.03	
2007 Chevrolet Silverado	7,000.00	7,000.00	
TOTALS	\$92,185.61	\$46,092.80	\$46,092.81

*DA*

*(H)*