

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT,  
IN AND FOR BREVARD COUNTY, FLORIDA

IN RE: The Marriage of:

Case No.: 05-2023-DR-014658-XXXX-XX

JULIE BYWATER,

Petitioner,

and

BRENT BYWATER,

Respondent.

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**FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE**

**THIS CAUSE**, having come before the Court on the Petitioner/Wife's Petition for Dissolution of Marriage with Children and for Other Relief and Petition to Partition Real Property, filed with the Court on February 6, 2023 and the Respondent/Husband's Counter Petition for Dissolution of Marriage and Other Relief, filed with the Court on February 27, 2023, and the Court having reviewed all evidence and the Court file and being otherwise duly advised in the premises, the Court FINDS as follows:

1. The Court has jurisdiction of the parties and the subject matter herein and venue is proper in Brevard County, Florida.
2. The Petitioner has been a resident of the State of Florida for at least six (6) months prior to the filing of the Petition for Dissolution of Marriage.
3. The parties were married on or about March 9, 1997, in Belvidere, Boone County, Illinois.
4. There are two minor children born of this marriage:

**Name:** Rex James Bywater

**Birth date:** 9/20/2006

**Sex:** Male

**Name:** Sydney Kathleen Bywater

**Birth date:** 9/20/2006

**Sex:** Female

No other children were adopted, none are expected, and the Wife is not pregnant.

5. Irreconcilable differences exist and have caused the irretrievable breakdown of the marriage, and all efforts and hope of reconciliation would be impracticable and not in the best interests of the parties.
6. The parties wish to settle between themselves their respective rights, duties, and obligations regarding property, assets, liabilities and children, and so have each voluntarily entered into a Parenting Plan, filed with the Court on June 6, 2023, docket no.: 32, and a Mediated Marital Settlement Agreement, filed with the Court on October 9, 2023, docket no.: 46, which resolve all issues raised in the parties pleadings. Said Parenting Plan provides for the parental rights, responsibilities and obligations between the parties as it relates to the minor children. The Court further finds that said Parenting Plan is intended to govern the relationship between the parents relating to the decisions to be made regarding the minor children, and that approval by the Court of said Parenting Plan is in the best interest of the minor children. The Agreed Parenting Plan also provides for a time-sharing schedule between the parties. The Court finds that the time-sharing schedule included in said agreement is in the best interests of the minor children and that it is in the best interest of the minor children for both parties to have frequent and continuing contact with the minor children.
7. The Court finds that it has continuing jurisdiction over the child pursuant to the applicable Florida Statutes and the Uniform Child Custody Jurisdiction and Enforcement Act.

8. The Court finds that Florida is the home state and the state of habitual residence of the child. Accordingly, Florida is the sole jurisdictional state to determine child custody, parental responsibility, time-sharing, rights of custody, and rights of access concerning the child 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.

IT IS, therefore, **ORDERED** and **ADJUDGED** as follows:

- A. **JURISDICTION:** The Court has jurisdiction over the subject matter and the parties, and venue is proper in Brevard County, Florida.
- B. **DISSOLUTION:** The parties are awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony heretofore existing between JULIE BYWATER (hereinafter referred to as "Wife" or "Mother") and BRENT BYWATER (hereinafter referred to as "Husband" or "Father") are hereby dissolved as their marriage is irretrievably broken. The parties are restored to the status of being single.
- C. **AGREEMENT:** The Parenting Plan and Mediated Marital Settlement Agreement of the parties are incorporated herein by reference for all purposes, are approved and expressly made a part of this Final Judgment for Dissolution of Marriage, and all of the terms and provisions of said Agreements are **RATIFIED, CONFIRMED** and **APOPTED** as Orders of this Court to the same extent and with the same force and effect as if the terms and provisions were set forth verbatim in this Final Judgment, and the parties are **ORDERED** to comply with the terms and provisions of said Agreements.
- D. **CHILD SUPPORT:** The Husband shall pay to the Wife the sum of \$750.00 per month for the support and maintenance of the minor children of the parties beginning on October 1, 2023. Said child support payments shall be delivered directly to the Wife in accordance with Husband's current payroll schedule, beginning on October 6, 2023, in the amount of \$375.00 and again on October 21, 2023, in the amount of \$375.00, and the Husband shall continue to deliver the payments to the Wife no later than the 6<sup>th</sup> and 21<sup>st</sup>

day of every month thereafter until a child marries, becomes self-supporting, dies, enters military service, permanently departs the residence of the Wife, or reaches the age of eighteen, whichever event first occurs. However, if said child support has not terminated for other reasons mentioned herein and if a child is between the age of eighteen and nineteen and is still in high school performing in good faith with a reasonable expectation of graduation before the age of nineteen, said child support shall continue until said child graduates from high school or reaches the age of nineteen, whichever event first occurs. Currently, child support for Sydney Kathleen Bywater is expected to end on May 21, 2025. No retroactive child support is owed from one party to the other as of the date of entry of this Final Judgment.

If the Husband's child support obligation has not already terminated for any reason provided above, beginning on June 1, 2025, the step-down child support amount for Rex James Bywater is \$450.00 per month. However, said ongoing child support and step-down amounts may be modified if a substantial change in circumstances has occurred. The child support obligation for Rex James Bywater will continue beyond the normal statutory requirements of Florida Statute, Section 61.13, in that child support for Rex James Bywater, if not terminated for marriage, becoming self-supporting, dying, entering the military service, or permanently departing the residence of the Wife, will continue until Rex James Bywater graduates from high school or reaches the age of twenty, whichever event first occurs (i.e. Husband's child support obligation for Rex James Bywater shall end by May 21, 2026).

The child support described herein shall cease automatically, and without the necessity of a Court order, when the duty for paying child support for both children ends as set forth above.

- E. DEPENDENCY EXEMPTION AND INCOME TAX CREDITS:** Beginning with tax year 2023, the Wife shall receive the dependency exemptions and the related tax benefits for Sydney Kathleen Bywater every tax year and the Husband shall receive the dependency exemptions and the related tax benefits for Rex James Bywater every tax year, as further delineated within the parties Parenting Plan.

**F. DURATIONAL ALIMONY:** The parties have been married for approximately 25 years and have a long-term marriage. Considering the provisions of the law as set forth in Chapter 61, Florida Statutes, including the new legislation effective July 1, 2023, the Wife has the need and the Husband has the ability to pay durational alimony. Therefore, based on Florida law, the Husband shall pay to the Wife the sum of \$3,900.00 per month as durational alimony for 234 months (approximately 19.5 years) or until the Wife dies, the Husband dies, or the Wife remarries, whichever event first occurs; additionally, the alimony may be terminated or modified as provided in Florida Statutes §61.14. Said alimony payments shall begin on October 1, 2023. Said alimony payments shall be paid directly from the Husband to the Wife according to his payroll schedule, beginning on October 6, 2023, in the amount of \$1,950.00 and again on October 21, 2023, in the amount of \$1,950.00, and the Husband shall continue to deliver the payments to the Wife no later than the 6<sup>th</sup> and 21<sup>st</sup> day of every month thereafter until the Husband's duty to pay alimony under this Paragraph shall end on March 21, 2043.

Pursuant to the current federal regulations, said alimony payments are not to be included as income on the Wife's income tax returns and are not to be deductible on the Husband's income tax return.

The parties have waived any other type of alimony, including but not limited to retroactive, temporary, rehabilitative, bridge-the-gap or lump sum alimony, from the other now and forever.

No alimony arrears are owed by either party to the other.

**G. EQUITABLE DISTRIBUTION:** Equitable distribution of the parties' assets and debts has been clearly and sufficiently delineated within the parties' Mediated Marital Settlement Agreement and the parties shall act in accordance with said Agreement.

**H. SELF-EXECUTING NATURE OF TRANSFERS:** Pursuant to §61.075(4), Florida Statutes, all of the transfers or conveyances of assets reflected in this Final Judgment and the parties' Mediated Marital Settlement Agreement shall be self-executing and this document shall have the effect of a duly-executed instrument of conveyance with regard to all of said assets. Notwithstanding the foregoing, the parties shall execute such further

documents as may from time-to-time be reasonably required to evidence or effect the transfers or conveyances of assets provided for within this Final Judgment and the parties' Mediated Marital Settlement Agreement.

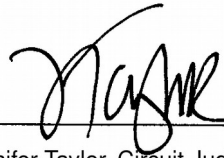
- I. ATTORNEY'S FEES AND COSTS:** Each of the parties shall pay his or her own attorney's fees, costs, and suit money and interest thereon incurred in connection with this pending dissolution of marriage action.

The non-breaching party in any enforcement action shall receive from the breaching party all of the reasonable attorney's fees and court costs, including those incurred in mediation, arbitration and/or through litigation. These attorney's fees and court costs shall be in addition to any other damages that said non-breaching party shall be entitled to recover as a result of either party failing to comply with the provisions of the Mediated Marital Settlement Agreement.

- J. JURISDICTION:** The Court expressly retains jurisdiction of this cause, the minor children and the parties for the purposes of enforcing, construing, interpreting, or modifying the terms of this Final Judgment and the terms of the Parenting Plan and Mediated Marital Settlement Agreement entered into by the parties herein.

**DONE AND ORDERED** in Chambers at Viera, Brevard County, Florida on Monday, November 13, 2023.

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Jennifer Taylor, Circuit Judge

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**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that copies have been furnished via filing with the Florida Courts E-Filing Portal on Monday, November 13, 2023.

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