

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

Case No.: 22001168DR  
Division: Domestic Relations

IN RE THE MARRIAGE OF:

KIM A. GINTHER,  
Petitioner,

and

DAVID GINTHER,  
Respondent

**MARITAL SETTLEMENT AGREEMENT**

This Agreement is made in connection with an action for dissolution between Kim A. Ginther, referred to as "Petitioner" or "Wife" herein, and David Ginther, referred to as "Respondent" or "Husband" herein, who agree as follows:

**WHEREAS**, the parties hereto were married to each other on or about October 16, 1982;

**WHEREAS**, there are no children of the parties under the age of 18 or otherwise entitled to support, and none are expected;

**WHEREAS**, Petitioner has filed a petition for dissolution of marriage in the above case, and this Agreement is intended to be introduced into evidence in such action, to be incorporated in a Final Judgment entered therein;

**WHEREAS**, the parties acknowledge that irreconcilable differences exist, that the marriage is irretrievably broken, and that the parties intend to live separate and apart from each other;

**WHEREAS**, the parties wish to settle between themselves, now and forever, their respective rights, duties, and obligations regarding property and liabilities;

**WHEREAS**, each party has read this Agreement and understands its terms and consequences, and each party believes that this Agreement is fair, just, and reasonable;

**WHEREAS**, each party has assented to this Agreement freely and voluntarily, without coercion or duress;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parties have

agreed and do hereby agree as follows:

**ARTICLE I  
REAL ESTATE**

**The Marital Home**

1.1 There exists certain real property in which one or both parties may claim an interest, herein referred to as the "Marital Home," located at 29 Tournament Road, Rotunda West, Florida 33947.

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

1.3 Neither shall be entitled to exclusive possession and use of the Marital Home until sold.

1.4 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. The parties have selected Karin Dubbs to sell the marital home. The property shall be listed for sale within 10 days.

1.5 The property shall be sold for a price and/or under terms that are mutually agreeable to Petitioner and Respondent. 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.

1.6 Until the property has been sold, the liability for property taxes, Home Owner's Association fees, and insurance on the Marital Home shall be divided as follows: Petitioner, fifty percent (50%); Respondent, fifty percent (50%).

1.7 The costs of maintenance and repairs necessary to keep the property in its present condition shall be divided as follows: Petitioner, fifty percent (50%); Respondent, fifty percent (50%). The costs of maintenance and repair includes, but is not limited to, the current lawn care, pest control, and pool services of the marital home.

1.8 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.

1.9 The net sales proceeds from the Marital Home shall be divided as follows: Petitioner shall receive fifty percent (50%) of the net sales proceeds, and Respondent shall receive fifty percent (50%) of the net sales proceeds.

1.10 There is a mortgage owing to Flagstar secured by said property, with a current balance of approximately \$141,000.00 and is listed solely in the name of the Petitioner. As of

May 1, 2024, the liability on said mortgage shall be divided between the parties as follows until said property has been sold: Petitioner, fifty and no hundredths percent (50.00%); Respondent, fifty and no hundredths percent (50.00%). The Respondent shall pay to the Petitioner the 50% of the mortgage payment no later than the 1<sup>st</sup> of each month, beginning on May 1, 2024 and payment is to be made by check.

1.11 The parties shall maintain the property in a showable condition at all times. Neither party shall prevent the home from being shown provided there is at least 24 hours notice provided to both parties. Neither party shall prevent the home from being shown and shall cooperate fully with the realtor to sell the marital home.

1.12 The parties shall immediately, and no later than 48 hours after notification, sign and execute all documents to commence the sale process or to effectuate the transfer of the marital home.

1.13 Should any party prevent or delay the sale of the marital home, or forego paying their share of the monthly mortgage, or any provision under Article I, that party shall be responsible for the attorneys' fees and costs associated with the enforcement of this Agreement. Repeated failures or excessive failures (3 or more) to remit the payments due under this Article will result in the other non-offending party gaining exclusive use of the home.

1.14 Should the marital home require necessary repairs to effectuate the sale of the marital home, the costs of such repairs shall be divided as follows: Petitioner shall pay fifty percent (50%) and Respondent shall pay fifty percent (50%).

## **ARTICLE II RETIREMENT**

### **Wife's Pension**

2.1 Respondent is awarded fifty percent (50%) of the interest of Petitioner in the Wife's Pension arising out of Petitioner's employment with Commonwealth of Pennsylvania, as of May 1, 2024, together with fifty percent (50%) of all increases thereof occurring thereafter, vested or otherwise.

2.2 Petitioner shall be responsible for the costs of preparing the Qualified Domestic Relations Order for the distribution of the Wife's Pension described above.

2.3 Until such time as the Qualified Domestic Relations Order is processed, Petitioner will remit half of her pension to Respondent within 3 days of receipt of same.

### **Husband's Pension**

2.4 Petitioner is awarded fifty percent (50%) of the interest of Respondent in the Husband's Pension arising out of Respondent's employment with Pennsylvania Heavy &

Highway, as of May 1, 2024, together with fifty percent (50%) of all increases thereof occurring thereafter, vested or otherwise.

2.5 Respondent shall be responsible for the costs of preparing the Qualified Domestic Relations Order for the distribution of the Husband's Pension described above.

2.6 Until such time as the Qualified Domestic Relations Order is processed, Respondent will remit half of his pension to Petitioner within 3 days of receipt of same.

### **ARTICLE III DIVISION OF OTHER ASSETS AND LIABILITIES**

#### **Division of Other Assets**

3.1 Petitioner shall receive exclusive ownership in the following assets and items, and Respondent waives and releases any and all claim or interest in such assets and items:

- (a) All sums of cash in the possession of Petitioner or subject to her sole control.
- (b) All household furnishings and appliances in the possession of Petitioner or subject to her sole control.
- (c) All clothing, jewelry and personal effects in the possession of Petitioner or subject to her sole control.
- (d) All funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in Petitioner's sole name or from which Petitioner has the sole right to withdraw funds or which are subject to Petitioner's sole control.
- (e) All stocks, bonds, mutual funds, and securities in Petitioner's sole name, together with any dividends, splits, and other rights and privileges in connection therewith.
- (f) 2021 Chevy Equinox.
- (g) 2013 Ford Escape.
- (h) 50% of the balance of the Morgan Stanley account titled in both parties names to be valued as of the date of distribution.
- (i) 50% of Lincoln Legacy titled solely in Wife's name for the value as of date of filing. The approximate cash surrender value at the date of filing is \$153,626.26.

(j) 50% of the Modern Woodman Annuity titled solely in Wife's name for the value as of date of filing. The approximate value at date of filing is \$119,085.49.

(k) 100% of the cash surrender value of the Modern Woodman Life insurance policy titled in Wife's name.

3.2 Respondent shall receive exclusive ownership in the following assets and items, and Petitioner waives and releases any and all claim or interest in such assets and items:

(a) All sums of cash in the possession of Respondent or subject to his sole control.

(b) All household furnishings and appliances in the possession of Respondent or subject to his sole control.

(c) All clothing, jewelry and personal effects in the possession of Respondent or subject to his sole control.

(d) All funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in Respondent's sole name or from which Respondent has the sole right to withdraw funds or which are subject to Respondent's sole control.

(e) All stocks, bonds, mutual funds, and securities in Respondent's sole name, together with any dividends, splits, and other rights and privileges in connection therewith.

(f) 2018 Chevy Silverado.

(g) 2013 Harley Davidson.

(h) Pontoon boat.

(i) 50% of the balance of the Morgan Stanley account titled in both parties names to be valued as of the date of distribution.

(j) 50% of Lincoln Legacy titled solely in Wife's name for the value as of date of filing. The approximate cash surrender value at the date of filing is \$153,626.26.

(j) 50% of the Modern Woodman Annuity titled solely in Wife's name for the value as of date of filing. The approximate value at date of filing is \$119,085.49.

(k) 100% of the cash surrender value of the Modern Woodman Life insurance

policy titled in Husband's name.

3.3 Except for the items specifically conferred or addressed as set forth hereinabove or as otherwise expressly provided by this Agreement, each party shall have exclusive ownership of all items of personal property that are currently in his or her possession, and the other party waives and releases any and all claim or interest in such items.

#### **Division of Liabilities**

3.4 Petitioner shall pay the following debts, liabilities and obligations, and shall indemnify and hold Respondent and his property harmless from any failure to pay the same:

- (a) All debts in her name alone.

3.5 Respondent shall pay the following debts, liabilities and obligations, and shall indemnify and hold Petitioner and her property harmless from any failure to pay the same:

- (a) All debts in his name alone.

3.6 There are no other obligations or liabilities of the parties known to exist. 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 therefor.

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

#### **Equalizing Payment**

3.8 In order to achieve an equitable division of marital assets and liabilities between the parties, Respondent shall make an equalizing payment of Three Thousand Six Hundred and Twenty-One Dollars and 00/100 Dollars (\$3,621.00) to Petitioner. As provided by Section 1041 of the Internal Revenue Code, the parties agree that such payment does not constitute alimony, and that there should be no recognized gain or loss for such payment because the same is made incident to the dissolution of marriage. Said equalizing payment shall be paid by Respondent as follows: \$3,621.00 due to Petitioner upon the sale of the marital home.

#### **General Provisions**

3.9 Full and Complete Disclosure. Each party hereto warrants and agrees that he or she has made a full and complete disclosure to the other party of all marital and nonmarital property, income, assets and liabilities.

3.10 Other Information or Instruments. Each party agrees to provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to

transfer title or interest in property consistent with this Agreement.

3.11 Nondischargeable in Bankruptcy. All terms of this Agreement pertaining to the division of marital property, including but not limited to any hold harmless or indemnification provisions, are specifically intended by the parties to be nondischargeable in the event of bankruptcy.

#### **ARTICLE IV NO ALIMONY**

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

#### **ARTICLE V TAX ISSUES**

##### **Federal Income Taxes for Tax Year 2024**

5.1 For tax year 2024, each party shall file an individual income tax return in accordance with the Internal Revenue Code.

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

5.3 Each party shall timely pay his or her tax liability in connection with the tax return filed by such party. Any refund received as a result of a party's tax return shall be the sole property of the party filing such tax return. The parties are each responsible for their respective tax liability for the Federal Tax Year 2023.

5.4 Each party shall indemnify and hold harmless the other party for such taxes, liabilities, deficiencies, assessments, penalties, or interest due thereon or the omission of taxable income or claim of erroneous deductions of the applicable party.

##### **Other Provisions**

5.5 Attorney is Not Tax Expert. The parties acknowledge that any attorney involved with this Agreement does not claim to be an expert in tax matters. Each party states that he or she has consulted or has had the opportunity to consult with a tax professional to fully evaluate

the tax implications and consequences of this Agreement.

5.6 Request for Information and Cooperation. It is agreed that each party shall provide any information reasonably necessary to prepare federal income tax returns, within thirty (30) days of receipt of a written request for the same. Each party shall reasonably cooperate with the other in the preparation of income tax returns as set forth hereinabove. Within five days of receipt of written notice from the other party, each party will allow the other party access to these records in order to respond to an IRS examination or request for information. Purposes for which access to such records will be granted includes, but is not limited to, the determination of acquisition dates or tax basis, and such access shall include the right to copy the records.

5.7 Preservation of Information. Each party shall preserve for a period of seven years from the date of the filing of the applicable tax return, all financial records relating to the marital property. Each party shall preserve indefinitely, any records which determine or affect the tax basis in any marital property.

5.8 No Waiver of "Innocent Spouse". The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "Innocent Spouse" provisions of the Internal Revenue Code.

#### **ARTICLE VI COURT COSTS AND ATTORNEY'S FEES**

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

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

#### **ARTICLE VII GENERAL PROVISIONS**

7.1 Mutual Release. Each party waives, releases and relinquishes any actual or potential right, claim or cause of action against the other party, including but not limited to asserting a claim against the estate of the other party or to act as a personal representative of such estate, except as otherwise provided for in this Agreement or arising hereunder.

7.2 Resolution of Future Disputes. In the event of any disagreement regarding an issue between the parties, the parties shall first confer and exercise reasonable efforts to resolve such a dispute. Except in an emergency, before a party files legal action regarding an issue of any such dispute or regarding modification of any terms and conditions of this Agreement, that party shall make a good faith attempt to submit the dispute or controversy to mediation.

7.3 Reconciliation. In the event of a reconciliation or resumption of marital relations, this Agreement or its provisions shall not be abrogated in any way without further written agreement of the parties.



7.4 No Oral Agreements. The parties agree that this Agreement constitutes the entire agreement of the parties, that this Agreement supersedes any prior understandings or agreements between them, and that there are no representations, warranties, or oral agreements other than those expressly set forth herein.

7.5 No Waiver of Breach. The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

7.6 Severability. This Agreement is severable, and if any term or provision is determined to be unenforceable, this shall not render the remainder of the Agreement unenforceable.

7.7 Other Acts. Each party agrees to timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Agreement.

7.8 Survival of Agreement; No Merger. This Agreement may be offered into evidence by either party in an action for dissolution of marriage, and may be incorporated by reference in a final judgment entered therein. Notwithstanding incorporation, this Agreement shall not be merged in such judgment but shall survive the judgment and be binding on the parties.

7.9 Remedies for Enforcement. The terms and provisions of this Agreement are enforceable in contract, in addition to any remedies for enforcement that may also be available under any final judgment of dissolution of marriage entered between the parties.

**I, KIM A. GINTHER, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.**

Dated: April 29, 2024

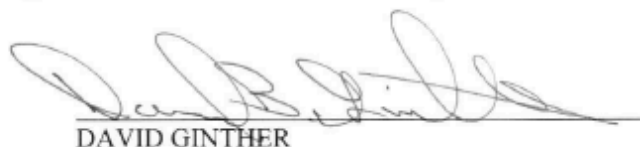


Kim A. Ginther (Apr 29, 2024 2:51 EDT)

KIM A. GINTHER

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

Dated: April 29, 2024



DAVID GINTHER







# signed msa\_001

Final Audit Report

2024-04-30

Created:	2024-04-30
By:	Neyza Guzman (neyza@lawofficesofng.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXWlaTN08Q2bZjyb9VfBq7TzqQHEUCby9

## "signed msa\_001" History

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-  Document emailed to fiveginthers@comcast.net for signature  
2024-04-30 - 0:47:20 AM GMT
-  Email viewed by fiveginthers@comcast.net  
2024-04-30 - 0:48:20 AM GMT
-  Signer fiveginthers@comcast.net entered name at signing as Kim Ginther  
2024-04-30 - 0:51:45 AM GMT
-  Document e-signed by Kim Ginther (fiveginthers@comcast.net)  
Signature Date: 2024-04-30 - 0:51:47 AM GMT - Time Source: server
-  Agreement completed.  
2024-04-30 - 0:51:47 AM GMT