

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

IN RE: The Marriage of

AMY TRICIA GRAHAM,

Petitioner,

and

Case no.: 05-2020-DR-55251-XXXX-XX

DANIEL EDWARD GRAHAM,

Respondent.

_____ /

MARITAL SETTLEMENT AGREEMENT AND STIPULATION

THIS AGREEMENT, made this ___ day of _____, 2021, by and between Daniel Edward Graham, hereinafter referred to as Husband, and Amy Tricia Graham, hereinafter referred to as Wife,

Witnesseth:

WHEREAS, the Husband and Wife were originally married to each other on July 7, 2001, in South Carolina, and ceased living together as husband and wife on or about December 23, 2020; and

WHEREAS, there is one minor child of this marriage, K.A.V.G., born in 2003, and no children are contemplated; and

WHEREAS, certain marital disagreements have arisen pursuant to which the parties have sought and received legal counsel or had the opportunity to do so; and

WHEREAS, it is the desire of the parties to affect a full, final and complete settlement of their respective property rights and other obligations, including all issues raised in the present action.

A.G.
A.G.

D.G.
D.G.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and understandings hereinafter more fully set forth and for other good and valuable consideration, the parties agree as follows:

1. **Separation**: From and after the date hereof, the said parties shall continue to live separate and apart from each other as if said parties were unmarried; and that each party shall be free from the control and authority of the other party; and that each party may hereto reside at such place or places as such party may from time to time deem proper. Neither party shall, in any manner, annoy, molest or otherwise interfere with the other party hereto, in his or her personal business except to the extent necessary to enforce or assist in the enforcement of the terms of this Agreement.

2. **Minor Child**: The parties' minor child will soon reach the age of majority. The parties agree that any remaining rights to time sharing and shared parental responsibility will be governed by the Joint Stipulation for Summer Timesharing entered into by the parties on or about _____.

The parties agree that there is no remaining prospective or retroactive child support obligation owed by either party to the other.


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3. **Real Property:** The parties own real property located at 95 Zambrana Street SE, Palm Bay, Florida, and agree to the following:

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a) The parties have selected a realtor to list and sell this property, and anticipate putting the home on the market in August, 2021. The parties agree to abide by the reasonable recommendations of the realtor regarding listing price and sales price. At such time as the home sells, the parties will evenly divide any net sale proceeds.

b) Until the home sells, the parties will continue paying the home's expenses as they have customarily done since their separation.

He pays mtg

she pays minor repairs / upkeep

c) The Wife presently resides in the home and will maintain the home and make the home available to show.

4. **Personal Property:** The parties have divided their personal possessions, and each will retain the personal property in the party's current possession.

5. **Vehicles:** The parties agree as follows:

a) The Wife drives a Honda Pilot. The Wife shall keep this vehicle, and shall be responsible for the vehicle's debt. The Wife shall hold the Husband harmless and indemnify him on the loan.

b) The Husband drives a Toyota Supra. The Husband shall keep this vehicle, and shall be responsible for the vehicle's debt. The Husband shall hold the Wife harmless and indemnify her on the loan.

c) The parties' child drives a Mazda. The parties agree this vehicle will not be considered in the equitable distribution of the parties' assets and debts.

d) The parties will promptly sign any documents necessary to remove either's name from the vehicle the other party is keeping.

A.G.

D.G.

6. **Personal Bank Accounts:** The parties agree to the following:

a) The parties have a joint USAA checking account #5772, and a joint savings account #5764. The parties agree to leave this account open until after this action concludes and all outstanding obligations on the account are satisfied. At that time, the parties will sign such documents as are necessary to close the account and will evenly divide any remaining funds therein.

b) The Husband has the following accounts in his sole name with the stated approximate balances:

Navy Federal Credit Union checking #3977, \$103.00

Navy Federal Credit Union savings #5764, \$107.00

c) The Wife has the following accounts in her sole name with the stated approximate balances:

PNC #8702, \$1,634.00

PNC #8737, \$97.00

d) Each party will keep all accounts in their own name, and all the funds therein. The parties will promptly sign any documents necessary to remove the party's name from any account the other will retain.


A.G.


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7. **Retirement Accounts**: The parties agree to the following:

a) The Husband has a TSP account #8608, with an approximate balance on 12/23/2020 of \$98,123.00. This account is a marital asset, and the Wife shall receive one-half of the amount of ~~\$98,123.00~~ ^{as of 12/23/20}, plus any increases or losses caused by the market since 12/23/2020. The parties agree the Court will enter a Qualified Domestic Relations Order, if necessary, to divide the account. The parties will retain Gina Gallo to prepare the QDRO and the Husband shall pay Gina Gallo's fee for her services. The parties will sign documents necessary to accomplish this provision.

b) The Husband has a military pension that is partial a marital asset. The Husband started his service on or about 9/1/1993, and is still active. The Husband anticipates retiring from the military in or about July, 2024. The parties agree to divide the pension according to a fraction, wherein the numerator is 233.5 months (the number of months the parties were married from date of marriage (7/7/2001) to date of filing (12/23/2020)), and the denominator is the total number of months the Husband serves in the military at such time as the Husband retires. The Wife is entitled to one-half this fraction. The parties agree the Court will enter a Qualified Domestic Relations Order, if necessary, to divide the account. The parties will retain Gina Gallo to prepare the QDRO and the Husband shall pay Gina Gallo's fee for her services. The parties will sign documents necessary to accomplish this provision.

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8. **Debts:** The parties have amicably agreed upon a division of the debts and liabilities, as follows:

a) The Husband shall be solely responsible for the following debts in his sole name, with the following approximate balances:

Barclays Mastercard, \$13,477.00

USAA Visa #1897/8461, \$27,908.00

USAA unsecured loan #4982, \$6,276.00

b) The Wife shall be solely responsible for the following debts in her sole name:

USAA Visa #2979, \$8,619.00

PNC Visa #0287/0654, \$15,830.00

c) Except as stated herein, each party will pay any debts in the parties' own name, and the debt associated with any asset the party retains under the terms of this Agreement. Each party agrees they have no outstanding obligations for which either may be held responsible, and that they further represent that they will not incur any obligations from this day hence in the name of either. The parties further agree and accept this settlement of property rights and waive any and all future claims.

9. **Alimony:** The Husband will pay permanent periodic alimony directly to the Wife, in the amount of \$4,000.00 per month, according to the Husband's pay cycle from his employer. The Husband's alimony obligation to the Wife will terminate at such time as either party dies, the Wife remarries or enters into a supportive relationship, or as otherwise permitted by law.

10. **Attorney's Fees:** Each party is responsible for the party's own attorney's fees incurred in this action.

A.G.
A.G.

D.G.
D.G.

11. **Release:** Each of the parties does hereby release the other of and from any claims, demands, dues, debts, rights or causes of action, excepting any possible cause of action or dissolution of marriage, which either may have against the other, and except such claims, demands, dues, debts, or rights as are provided in this Agreement.

12. **Survival:** Notwithstanding the incorporation into any Final Judgment of Dissolution of Marriage entered in the above-captioned cause, this Agreement will not be deemed to merge therewith, but shall survive any Final Judgment of Dissolution of Marriage entered and be binding on each of the respective parties hereto at all times.

13. **Representation:** The parties represent, each to the other, the following:

(a) Each party to this Agreement fully understands the facts and has been fully informed as to his or her rights and obligations and each is signing this Agreement freely and voluntarily, intending to be bound by it.

(b) Each party acknowledges that they have sought the advice or have been afforded the opportunity to seek the advice, of independent counsel prior to the execution of this Agreement.

(c) Each party to this Agreement has made a full disclosure to the other of his or her assets and current financial condition and that this Agreement represents a true and fair settlement between the parties.

(d) Each party to this Agreement understands and agrees that this Agreement constitutes the entire contract between the parties. It supersedes any prior understandings or arrangements between them upon the subjects covered in this Agreement. There shall be no representations or warranties other than as set forth in this Agreement.

(e) In the event that either party to this Agreement defaults on his or her obligations hereunder, the party in default shall be liable to the non-defaulting party for all reasonable expenses incurred, including attorney's fees, in the enforcement of the obligations created by this Agreement. The failure of either party to insist upon the strict performance of any of the provisions of this Agreement shall not be deemed a waiver of the right to insist upon performance of such provisions or any other provisions in this Agreement at any time whatsoever.


A.G.


D.G.

14. **Divorce:** The parties acknowledge that they presently contemplate Dissolution of Marriage, and it is agreed that the Wife shall prosecute the suit for divorce.

The Wife agrees to offer into evidence, at the time of any final hearing in said divorce action, this Marital Settlement Agreement and Stipulation as a full and complete Agreement between the parties, and the Wife shall request that this Agreement be accepted by the Court in a Final Judgment of Dissolution of Marriage.

15. **Disputes:** In the event disputes arise concerning this Agreement, the parties mutually agree that either party may petition the Circuit Court in Brevard County, Florida, for recourse.

The laws of the State of Florida shall govern the validity, construction, interpretation and effect of this entire Agreement.

SIGNATURE PAGE FOLLOWS


A.G.

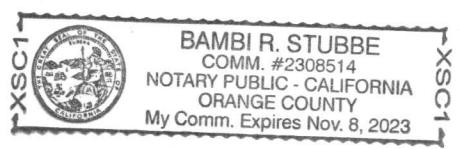

D.G.

IN WITNESS WHEREOF, the Husband has hereunto set his hand and seal this 19th day of July, 2021.

Daniel E. Al
Daniel Graham, Husband

STATE OF California
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 19th day of July, 2021, by Daniel Graham, who is personally known to me or has produced FLORIDA DRIVERS LICENSE as identification, and who did did not take an oath.



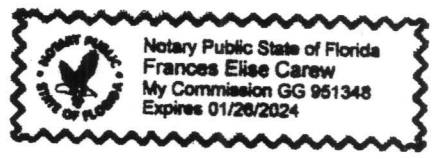
Bambi R. Stubbe
Notary Public
My Commission Expires: NOV 8, 2023

IN WITNESS WHEREOF, the Wife has hereunto set his hand and seal this ___ day of _____, 2021.

Amy Graham
Amy Graham, Wife

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 19th day of July, 2021, by Amy Graham, who is personally known to me or has produced _____ as identification, and who did did not take an oath.



Frances Carew
Notary Public
My Commission Expires: