

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:  
KIMBERLY SUE BOLAND  
Petitioner/WIFE,

CASE NO.: FMCE-24-013071

and

THOMAS JOSEPH BOLAND,  
Respondent/HUSBAND.

**MARITAL SETTLEMENT AGREEMENT**

This Marital Settlement Agreement (hereinafter referred to as the "MSA"), made and entered into this 2<sup>nd</sup> day of October 2024, by and between Petitioner/WIFE, KIMBERLY SUE BOLAND (hereinafter referred to as the "WIFE"), and the Respondent/HUSBAND, THOMAS JOSEPH BOLAND (hereinafter referred to as the "HUSBAND") (sometimes collectively referred to as the "Parties"), is designed to memorialize the agreement reached by the Parties with respect to their rights and obligations arising out of their marital relationship.

WHEREAS, the WIFE is a resident of Broward County Florida and has been so for more than six (6) months preceding the filing of the Petition for Dissolution of Marriage.

WHEREAS, HUSBAND is a resident of Broward County Florida and has been so for more than six (6) months preceding the filing of the Petition for Dissolution of Marriage.

WHEREAS, the Parties were duly married to each other on March 6, 1993. The Parties last resided together as HUSBAND and WIFE in Broward County, Florida, and separated on March 31, 2024.

  
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WHEREAS, there are no minor children common to both Parties, and the WIFE is not pregnant.

WHEREAS, irreconcilable differences have arisen between the Parties by reason whereof they have consented and agreed and do hereby consent and agree to live separate and apart from each other during the remainder of their natural lives; and, that at the time of the execution of this Agreement, the Parties are living separate and apart. Neither party shall hereafter annoy, harass, or interfere with the life, business or personal affairs of the other.

WHEREAS, the Parties desire to enter into this MSA for the purpose of confirming their separation and making arrangements therefore, including the settlement of their property rights, the support and maintenance of the Parties, and other rights and obligations growing out of the marriage relationship.

WHEREAS, the Parties understand that this MSA is made contemporaneously with the institution of a Petition for Dissolution of Marriage and the Parties have the desire and intention to offer this MSA into evidence, and if acceptable to the Court, it shall be incorporated by reference into a Final Judgment for Dissolution of Marriage. By agreement of the Parties, the Parties have made limited financial disclosure to one another, and the Parties do not desire to undertake any further discovery than what has been provided. The Parties have exchanged and filed financial affidavits, but they have filed a waiver of the remaining Mandatory Disclosure requirements of Florida Family Law Rule of Procedure 12.285.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, promises and undertakings herein contained, and for other good and valuable consideration, the receipt of

  
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which is hereby acknowledged between the Parties, the Parties have agreed and do hereby agree as follows:

**ARTICLE I SEPARATION**

It shall be lawful for each party at all times hereinafter to live separate and apart from the other at such place or places as he or she may from time to time choose or deem fit. Each party shall be free from interference, authority, and control, direct, or indirect, by the other as fully as if he or she were single and unmarried.

**ARTICLE II ALIMONY/SUPPORT OF ADULT CHILD**

1. Both Parties forever waive any entitlement they may have to receive alimony from the other. The Parties specifically agree that neither shall be entitled to seek any payments whatsoever from the other, at any point in time, for all forms of alimony, maintenance, and/or spousal support, including but not limited to rehabilitative, lump sum, durational, or bridge-the-gap; support unconnected with the dissolution of marriage or divorce; support connected with the dissolution of marriage or divorce. The Parties specifically and unequivocally waive and relinquish any and all rights and/or claims for same which they may have, one against the other, by virtue of their marriage as well as by virtue of the laws of the State of Florida or the rights and claims that may hereafter be conferred on either party by Statute, court decision or otherwise. This waiver of alimony shall not be subject to modification by the Final Judgment or thereafter. Each Party acknowledges that this waiver is irrevocable and that there is no change or potential change in circumstances in the financial ability of either Party, or in the future physical ability of either Party which can or will permit or could permit, either person to obtain any form of alimony or

  
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spousal support from the other Party by way of the commencement of any modification proceedings or otherwise.

The consideration for the WIFE'S waiver of alimony is the express promise and guarantee by the HUSBAND that he shall be solely responsible for all future financial support associated with the Parties' twenty-year-old, adult son, Zack ("Zack"), if any such support is needed by Zack. As such, the HUSBAND agrees to be solely responsible for the future financial needs/support of Zack, should he have any such financial need. The HUSBAND shall not seek any contribution from the WIFE for Zack's future financial needs and further, the HUSBAND shall indemnify the WIFE from any claims or legal action brought by Zack against the WIFE for his financial support.

The Wife may voluntarily, from time to time, provide financial support to Zack, however such voluntary support shall not modify, or in any way alter the above provisions set forth in this paragraph.

### ARTICLE III EQUITABLE DISTRIBUTION OF MARITAL ASSET

Equitable distribution of Parties' marital property or other assets shall be in accordance with the paragraphs below and incorporated herein:

A. Marital Residence: The Parties jointly own the real property located at 5730 NE 21<sup>st</sup> Road, Fort Lauderdale, FL 33308 (hereinafter referred to as the "Marital Residence"). The Parties agree that the present net equity in the Marital Residence is Five Hundred Fifty Thousand Three Hundred Thirty-Three Dollars (\$550,333.00). The HUSBAND agrees to buyout the WIFE'S 50% interest in the Marital Residence with a payment to the With in the amount of **Two Hundred Seventy-Five Thousand One Hundred Sixty-Six Dollars (\$275,166.00)** as set forth below.

  
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Contemporaneously with the WIFE receiving the *cash portion of the total buyout amount* in the amount of One Hundred Fifty-Five Thousand Dollars (\$155,000.00) from the HUSBAND (as more fully set forth in Paragraph E.2. below), the WIFE shall transfer her right, title, and interest in the Marital Residence to the HUSBAND via a warranty deed to the HUSBAND. The preparation of the deed shall be the HUSBAND'S responsibility. The HUSBAND shall present the proposed deed to the WIFE within ten (10) days of the execution of this Agreement. The WIFE's counsel shall hold the executed, original deed in escrow until such time as the WIFE has received payment in full of ,the buyout amount, to wit: Two Hundred Seventy-Five Thousand One Hundred Sixty-Six Dollars (\$275,166.00) **and** the HUSBAND has successfully completed the assumption of the note and mortgage on the Marital Residence such that the WIFE has no further obligation for any mortgage or lien on the Marital Residence. The Parties shall fully cooperate in the assumption or satisfaction of the current mortgage on the Marital Residence including the execution of all documents necessary to facilitate the provisions herein.

The Parties shall expeditiously cooperate with the QDRO preparer to effectuate the transfer of \$303,547.00 from 403(b) funds, the total balance on August 14, 2024, to the WIFE. The Husband shall retain as his sole asset any monies remaining in the 403(b) after the transfer to the Wife. Upon payment in full of all buy out payments by the HUSBAND to the WIFE as provided for in this Agreement, the Marital Residence shall become the sole property of the HUSBAND free from any claims of the WIFE, and the HUSBAND shall thereafter have exclusive use and possession of the Marital Residence.

  
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The HUSBAND shall be solely responsible for all customary expenses associated with the Marital Residence since the date the WIFE vacated the Marital Residence on March 31, 2024. Customary expenses of the Marital Residence include, but are not limited to, mortgage payments, property taxes, property insurance, utilities, and maintenance. The Parties acknowledge and agree that the HUSBAND has no claims against the WIFE for payment of any expenses associated with the Marital Residence before or after the date of separation on March 31, 2024.

The HUSBAND shall be responsible for the preparation and recording of documents of conveyance of the Marital Residence and any fees related thereto; or the Final Judgment of Dissolution shall operate as a conveyance.

The HUSBAND shall be entitled to retain, as his sole property, all escrowed monies related to the property awarded to him, including, but not limited to, any utility deposits.

**B. HUSBAND'S RETIREMENT/403(B) ACCOUNT:** The value of the HUSBAND'S 403(b) PCA Retirement Plan at Geneva Benefits Group account shall be equally divided between the Parties as of August 14, 2024. The value of the 403(b) account on August 14, 2024, was \$303,547.00, which includes \$6,675.00 of post filing nonmarital contributions by the Husband. The Parties agree that the WIFE shall retain 100% of the entire balance of the Husband's 403(b) account on August 14, 2024 (\$303,547.00), and that the HUSBAND shall be given credit of \$121,418.80 towards the approximate \$275,166.00 total buyout amount of the WIFE'S interest in the Marital Residence. The \$121,418.80 credit is calculated as follows: \$303,547.00 divided by two (2) equals \$151,775.00, which then is reduced by 20% for future taxes.

  
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The HUSBAND shall transfer the entire ending balance of his 403(b) account existing as of August 14, 2024, (\$303,547.00), to a separate 403(b) account with PCA Retirement Plan at Geneva Benefits Group created and designated by the WIFE pursuant to the terms of the QDRO. This transfer, pursuant to the QDRO, of the Husband's 403(b) account to an account for the Wife shall be a non-taxable transfer to both the Husband and Wife. The Parties acknowledge and agree that a Qualified Domestic Relations Order (QDRO) is required to transfer the HUSBAND'S 403(b) to the WIFE. The WIFE shall be responsible for the costs associated with the preparation and entry of the QDRO, by a QDRO preparer of her choice.

**C. AUTOMOBILES:** The HUSBAND uses a vehicle that is owned by his employer, the church. The HUSBAND shall also be responsible for payment of the auto insurance and maintenance on the 2013 Toyota Sienna ("Toyota") that is used by the Parties' adult son. The WIFE shall transfer title of the Toyota to the HUSBAND. The WIFE waives any interest she may have in the equity in the Toyota. The HUSBAND shall be solely responsible for any liabilities associated with said vehicle, including repairs that are needed at the time of the execution of this Agreement, and the HUSBAND shall hold the WIFE harmless regarding the use, operation, and ownership of the Toyota. Further, the Parties' adult son, Brock, and the HUSBAND jointly own a 2022 Kia K5 ("Kia"). The Kia shall remain the property of Brock and the HUSBAND, free and clear from any claims by the WIFE. The financial arrangements regarding the car payments, insurance and maintenance shall be between Brock and the HUSBAND.

The WIFE shall retain her 2024 Volvo XC40 ("Volvo"), free and clear of any claims by the HUSBAND. The HUSBAND shall execute any documents necessary to transfer ownership of



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the Volvo to the WIFE, if necessary. The WIFE shall be solely responsible for any expenses and liabilities associated with the Volvo and the WIFE shall hold the HUSBAND harmless regarding same.

The WIFE shall also be solely responsible for payment of the lease and auto insurance on the 2023 Ford Bronco which is used by the Parties' adult daughter, Katie, until such time as Katie and the WIFE make alternate arrangements between the two of them. The Wife shall hold the Husband harmless regarding the use, operation and any liabilities relating to the 2023 Ford Bronco.

**D. BANK ACCOUNTS:** The HUSBAND shall retain all bank accounts in his name. The WIFE shall retain all bank accounts in her name. The Parties acknowledge and agree that they have previously equally divided their joint bank accounts to their mutual satisfaction.

**E. PERSONAL PROPERTY/CONTENTS OF Marital Residence:** The WIFE shall retain sole possession of all personal property and contents of the Marital Residence that are currently in her possession, free and clear from any claims by the HUSBAND. The HUSBAND shall retain all personal property and contents of the Marital Residence currently in his possession, free and clear from any claims by the WIFE. However, if the HUSBAND chooses not to keep any particular household furnishings, home décor, or other household items, such as appliances, linens, kitchen and cookware, etc., prior to (or during) him moving out of the Marital Residence, he shall offer them to the WIFE before donating any particular household furnishings, home décor, or other household items, such as appliances, linens, kitchen and cookware, etc. In the event the HUSBAND sells any particular household furnishings, home décor, or other household items, such

  
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as appliances, linens, kitchen and cookware, etc., prior to him moving out of the Marital Residence, the WIFE shall be entitled to 50% of the proceeds from sale of any item.

**F. EQUALIZATION/BUY OUT PAYMENT FROM HUSBAND TO WIFE:**

1. EQUALIZATION PAYMENT CALCULATION: The Parties agree that after consideration of the distribution of marital assets, namely, the Marital Residence, the HUSBAND shall pay to the WIFE the sum of Two Hundred Seventy-Five Thousand One Hundred Sixty-Six Dollars (**\$275,166.00**) as and for the equalization payment for the equitable distribution of the Marital Residence. The graph below represents the agreed upon calculation of the Wife's 50% interest and the total equalization/buy out payment from HUSBAND to WIFE in the amount of \$275,166.00

1.	Appraised Fair Market of Marital Residence	\$860,000.00
2.	Less Realtor Commissions of 6% of appraised value	(\$51,600.00)
3.	Less Closing Costs, title, tax estimated at \$8,000.00	(\$8,000.00)
4.	Less Repair Costs	(\$5,000.00)
5.	Net after allowances	\$795,400.00
6.	Less Mortgage balance as of March 31, 2024	(\$245,067.00)
7.	Net Equity in Marital Residence	\$550,333.00
8.	50% to Wife	<b>\$275,166.00</b>

2. EQUALIZATION PAYMENT METHOD: The HUSBAND shall pay the **\$275,166.00** equalization/buy out payment to the WIFE as follows:

a. **\$155,000.00** cash payment from the HUSBAND to the WIFE as follows:

  
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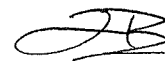
i. Cash payment from HUSBAND to WIFE in the amount of One Hundred Forty Thousand Dollars (**\$140,000.00**) within five (5) days of the execution of this Agreement, which amount shall be held in trust by counsel for the WIFE and which shall be released to the WIFE upon entry of Final Judgment of Dissolution of Marriage and approval of this Agreement for the Court; and,

ii. Cash payment from HUSBAND to WIFE in the amount of Fifteen Thousand Dollars (**\$15,000.00**) on or before October 13, 2024. The HUSBAND shall promptly prepare and deliver to the WIFE a Promissory Note as security for his payment of the \$15,000.00 cash payment, with a balloon payment in the amount of \$15,000.00, minus any payments made towards the \$15,000.00, due by no later than October 13, 2024.

iii. Immediate transfer of **\$303,547.00** from HUSBAND's 403(b) account to the WIFE's 403(b) account upon the entry of the QDRO discussed above. Both Parties shall cooperate so that the QDRO can be entered, and the \$303,547.00 can be transferred to the WIFE in an expeditious manner.

PAYMENT OF \$275,166.00	
Initial Cash Payment	\$140,000.00
Secon Payment	\$ 15,000.00
403(b) Credit	\$121,418.00
TOTAL	\$276,418.00

  
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The Husband recognizes and accepts that the payment of \$276,418.00 exceeds the buyout sum of \$275,166.00 and the difference shall be a gift to the Wife.

**ARTICLE IV BILLS AND OBLIGATIONS OF THE PARTIES**

- A. The HUSBAND shall pay the outstanding debt obligations in his individual name.
- B. The WIFE shall pay all outstanding debt obligations in her individual name.
- C. Mortgage on the Marital Residence - The HUSBAND warrants and represents that he has applied to be approved to assume the note and mortgage of the indebtedness related to the Marital Residence. As such the HUSBAND shall expeditiously provide written confirmation to the WIFE that she has been removed as a debtor/borrower on the note and mortgage on the Marital Residence and that she has no responsibility for any debts and liabilities associated with the Marital Residence. The HUSBAND shall indemnify and hold harmless the WIFE against any claims of the mortgage creditor. The WIFE'S counsel shall provide the original deed to the mortgage lien holder, presently, Mr. Cooper, upon request from the new lender in order to complete the HUSBAND'S assumption of the mortgage and note process, and transferring all of her right, title and interest to the HUSBAND.

D. Hereafter, neither party shall incur any obligation for which the other is liable. Each party agrees to pay said obligations, if any, in a timely fashion and so as not to result in any claims or actions by the creditor against the other party. Each party agrees to indemnify and hold harmless the other party against any claims of the creditor which are not otherwise paid by the responsible party. In the event of any litigation arising out of a claim by a creditor, the party, whose obligation it is to pay the claim, shall indemnify and hold the other party harmless as against

  
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any attorney's fees and costs, at both the trial and appellate level, incurred by the other party in defending an action by the claimant.

**ARTICLE V GENERAL PROVISIONS**

Except as provided in this Agreement, the Parties agree that upon performance by the WIFE of all obligations agreed to herein, the HUSBAND shall have no further claims of any kind, nature, or description, including for special equity, now and forever against any assets of the WIFE.

Except as provided in this Agreement, the Parties agree that upon performance by the HUSBAND of all obligations agreed to herein, the WIFE shall have no further claims of any kind, nature, or description, including for special equity, now and forever against any assets of the HUSBAND.

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

The WIFE is represented by Maria Lescano, Esquire, in Fort Lauderdale, FL. The HUSBAND was not represented by counsel in the negotiation of this agreement although he has been given ample opportunity to obtain counsel of his choosing, and he has declined to obtain counsel. The Husband has subsequently retained Douglas H Reynolds of Tripp Scott PA to represent him in this action. Mr. Reynolds' involvement occurred after the substantive negotiations.

Each party shall be solely responsible for their respective attorney's fees. The court filing fees shall be paid by the WIFE.

  
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**ARTICLE VII GENERAL AND MUTUAL RELEASE**

Except as otherwise provided in this Agreement, each party hereto forever renounces and relinquishes all claims of whatsoever kind against the other party existing at the date of this Agreement, including any special equity in or to any property or estate of the other party whether real or personal, choses in action, and any other property of which he or she is or may be seized or possessed, including, without limitation, the right to take as a beneficiary of any profit sharing plan, or the right to take as a beneficiary of any contract, plan or arrangement whatsoever, it being the intention of the Parties hereto that this Agreement constitutes a complete, general and mutual release of all such claims or interests whatsoever. Each party waives releases and relinquishes all rights that he or she may now have or may hereafter acquire as the other party's spouse under the present or future laws of any jurisdiction:

To elect to take against any Will or Codicil of the other party now or hereafter in force.

To share in or make a claim against the other party's estate (except claims for the satisfaction of obligations in this Agreement); and,

To act as the Personal Representative of the other party's estate.

Each party shall henceforth hold, possess and enjoy for his or her sole and separate use and free from interference and control by the other, all of the real and personal estate, choses in action and other property of which he or she is or at any time hereafter may be seized or possessed. Without affecting the generality of the foregoing, each party waives, releases and bars himself and herself of all right of dower or courtesy, as the case may be, in any real property which either party

  
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now has or may hereafter acquire; and each will, upon request, execute good and sufficient releases of dower or courtesy to the other, or to his or her heirs, personal representatives, executors, administrators or assigns, or will join, at the request of the other, in executing any deed or other instrument affecting such real property; provided, however, that nothing contained herein shall in any way constitute a waiver of the right of either party to a full and complete performance of the terms of this Agreement by the other, or a waiver of any cause of action arising from transactions or occurrences after the date this Agreement is executed.

**ARTICLE VIII      SUBSEQUENT DISSOLUTION OF MARRIAGE**

Nothing contained in this Agreement shall be construed to prevent either party from instituting or maintaining an action for dissolution of marriage in any competent jurisdiction, subject to the following:

The Parties understand and agree that this Agreement is made after the institution of a Petition for Dissolution of Marriage action and the Parties have the desire and intention to offer this Agreement into evidence as a representative of the full settlement of all matters between them.

This Agreement may be offered into evidence by either party in any dissolution action and, if acceptable to the Court, shall be incorporated by references into the Final Judgment that may 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.

**ARTICLE IX    TAXES**

Each party represents and warrants to the other that they have fully declared all income and properly claimed all deductions on prior federal tax returns. Each party expressly warrants and

  
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represents that neither party owes any tax, interest or penalties for past returns, and no tax deficiency proceeding, nor audit is pending or threatened with regard to any such return except as set forth herein. Each party shall file individual/separate tax returns for the year 2024 and all future years and each party will be solely responsible for any taxes he or she owes and will be solely entitled to any refund.

In the event that there is a future audit or deficiency assessment on any prior joint return not presently known to the Parties, or if a tax lien has been filed or is filed in the future related to any Joint Tax Returns, the Parties shall be responsible for payment of the tax liability on a pro rata basis according to the income reported by each party in the corresponding tax year. The party who first receives a notice of it shall give the other immediate notice in writing. He or she will also forward copies of all papers received and all documents sent in response. In the event of an audit, each party shall cooperate with the other in providing all relevant information and documents. Each party will execute all forms or documents deemed necessary by the responsible party or his or her tax advisors.

#### **ARTICLE X REPRESENTATIONS**

The Parties represent to each other:

Each acknowledges the receipt of financial disclosure on the part of the other through his or her respective Financial Affidavits and Mandatory Disclosure, and each represents that he or she is freely and voluntarily waiving the further Mandatory Disclosure requirements of Florida Family Law Rule of Procedure 12.285. Each has had reasonable opportunity to review and consider the other's financial disclosure, and that each has sufficient general and approximate

  
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knowledge of the character and extent of the other's financial ability to enable him or her to reach an intelligent decision to enter into this Agreement.

Each understands and agrees that this Agreement constitutes the entire contract of the Parties. It supersedes any prior understandings or agreements between them upon the subjects covered by this Agreement. There are no representations or warranties other than as set forth in it.

Each party acknowledges that this Agreement is fair, and the provisions made herein are not disproportionate to the assets and earning power of either party.

The Parties acknowledge that the Parties' respective counsels, have not provided any tax advice to either party. The Parties further acknowledge that there has been no duress, coercion, undue influence, or promises made by the attorneys, to either party to induce either party to enter into an agreement.

Each has had independent legal advice by counsel of his or her own selection in negotiation of this Agreement or has declined to seek independent legal advice. Each party fully understands the facts and has been fully 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.

Each has been informed by his or her counsel of the law of Florida with respect to the power of the Courts, under certain conditions, to modify the terms of this Agreement, particularly with reference to matters of child custody and support.

  
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**ARTICLE XI RECONCILIATION**

The Parties recognize the possibility of reconciliation. It is their intention that a reconciliation, temporary or permanent, or a further separation after any reconciliation, in no way shall abrogate or affect any of the provisions of this Agreement including but not limited to alimony and the disposition of property rights between the Parties set forth in this Agreement.

**ARTICLE XII WARRANTIES OF WIFE**

The WIFE warrants that:

She will not, at any time hereafter, contract any debt, charge, or liability whatever for which the HUSBAND, his legal representatives, heirs, assigns, property, or estate shall or may become liable; and,

She will save harmless the HUSBAND against any debt, charge, or liability hereafter contracted by her, or heretofore contracted by her which is presently unpaid, except as herein otherwise specified.

**ARTICLE XIII WARRANTIES OF HUSBAND**

The HUSBAND warrants that:

He will not, at any time hereafter, contract any debt, charge, or liability whatever for which the WIFE, her legal representatives, heirs, assigns, property, or estate shall or may become liable; and,

He will save harmless the WIFE against any debt, charge, or liability hereafter contracted by him, or heretofore contracted by him, which is presently unpaid, except as herein otherwise specified.

  
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**ARTICLE XIV EXECUTION OF SUBSEQUENT DOCUMENTS**

Each of the Parties hereto respectively agrees that he and she will, upon the request of the other party hereto, execute good and sufficient releases of dower or courtesy to the other party or to any other person whom either of the Parties hereto, his or her heirs or assigns, may designate.

Each of the Parties hereto covenants and agrees that at the request of the other party, or in the event of his or her death, at the request of his or her executor, administrator, or other legal representatives, he or she will execute and deliver any and all necessary or proper instruments to carry out the purposes and intent of this Agreement.

**ARTICLE XV EFFECTIVE DATE**

This Agreement shall be binding upon the Parties hereto on the date of its execution and shall remain binding thereafter unless by mutual agreement, in writing, it is subsequently modified or abandoned.

**ARTICLE XVI PARTIES BOUND**

This Agreement shall be binding upon the heirs, legatees, devisees, administrators, executors, and personal representatives of the Parties hereto, and in the event of the death of either of the Parties to this Agreement while said Agreement is in force and effect, the estate of said deceased party shall be responsible for the performance of the obligations and conditions of this Agreement. Furthermore, notwithstanding the incorporation of this Agreement in any Judgment in a suit for dissolution of marriage now pending between the Parties, or in any future suit for dissolution of marriage brought by either party hereto, this Agreement shall not be merged in such Judgment but shall survive the same and be binding on the Parties for all time. The Parties agree

  
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all of the terms and provisions of this Agreement may be enforced by any court having jurisdiction of either of them.

**ARTICLE XVII EXECUTION**

This Agreement may be executed in counterparts and each of such executed counterparts shall be deemed to be an original and shall have the same force and effect as if it had been executed by both Parties.

**ARTICLE XVIII AMENDMENT**

The Parties agree that no modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed with the same formalities as this Agreement. The failure of either party to insist in any one or more instances upon the strict performance of any of these terms or provisions of this Agreement on the part of the other party to be performed shall not be construed as a waiver or relinquishment for the future of any such term or provision, and such term or provision shall continue in full force and effect.

**ARTICLE XIX MUTUAL UNDERSTANDINGS**

This Agreement contains the entire understanding of the Parties. There are no representations, promises or undertakings other than those expressly set forth herein.

**ARTICLE XX INTERPRETATIONS**

The article headings of this Agreement are for the convenience of reference only and shall not affect the interpretation of any provision hereof.



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**ARTICLE XXI GOVERNING LAW**

Florida Law shall govern the validity, construction, interpretation and effect of this Agreement.

**ARTICLE XXII BANKRUPTCY**

This agreement was entered into with the intent that the Parties shall receive the property settlement as contained within this agreement. The property distribution is in the nature of support and, as such, is not dischargeable in any future bankruptcy proceeding filed by either party.

**ARTICLE XXIII ENFORCEMENT OF AGREEMENT**

Both Parties agree that the Court granting a decree of Dissolution of Marriage between the Parties insert in such a decree a reservation of jurisdiction of the purpose of compelling either party to perform this Agreement, or any part thereof, on his or her part to be performed, and otherwise enforce the provisions contained herein.

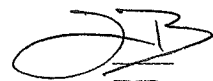
**ARTICLE XXIV PREVAILING PARTY CLAUSE FOR ATTORNEY'S FEES**

If either party seeks court intervention for the purpose of enforcing or interpreting any part of this Agreement, or as a result of a party's default or breach of any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, costs, and suit monies, whether same be incurred in the trial court, post-judgment proceedings, mediation, or in any appellate court.

If either party seeks to vacate or set aside this Agreement or in any way contests the validity of this Agreement or any provision of this Agreement, the prevailing party shall be entitled to an



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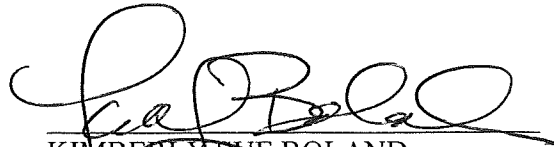


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award of reasonable attorneys' fees, costs and suit monies, whether same be incurred in a trial court, post-judgment proceedings, mediation, or in any appellate court.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals to this Marital Settlement Agreement.

Signed, Sealed and Delivered  
in the presence of:

  
KIMBERLY SUE BOLAND


  
Witness 1 As to WIFE

  
Witness 2 As to WIFE

State Of Florida                    )  
COUNTY OF BROWARD            )

Sworn to or affirmed and signed before me by means of  physical presence or  online notarization, this 2<sup>nd</sup> day of October 2024, by KIMBERLY SUE BOLAND.



  
NOTARY PUBLIC  
Printed Name: Mildred Gonzalez

Commission Stamp:

- Personally Known
- I.D. Provided: FL DL B453-517-66-843-0

Signed, Sealed and Delivered  
in the presence of:

  
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[Signature]

Witness 1 As to HUSBAND

[Signature]

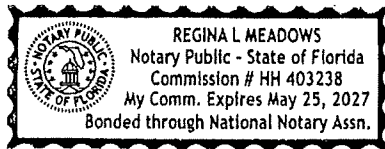
THOMAS JOSEPH BOLAND

[Signature]

Witness 2 As to HUSBAND

State Of Florida                    )  
COUNTY OF BROWARD            )

Sworn to or affirmed and signed before me by means of X physical presence or    online notarization, this 2<sup>nd</sup> day of October 2024, by THOMAS JOSEPH BOLAND.



[Signature]

NOTARY PUBLIC

Printed Name: Regina L. Meadows

Commission Stamp:

- Personally Known
- I.D. Provided: FLDL# B453-830-57-429-0

    
KSB

[Signature]  
TJB