



Mediations Plus, Inc.

MEMORANDUM OF AGREEMENT

Case No. 2024-DR-001344
Division "P"

Phillip A. Loesch, hereinafter referred to as **Husband**, and **Kimberly A. Loesch**, hereinafter referred to as **Wife**, have entered into the following agreement through mediation on this date, August 12, 2024. The parties intend for this agreement to be a full and final resolution of the issues in their case, and agree to the following:

MARITAL HOME

Wife will have exclusive use, ownership, and possession of the marital home located at 1476 Sturbridge Place, Pensacola, Florida 32534. The **Wife** will be responsible for the mortgage, maintenance, insurance, taxes, upkeep, utilities, etc. and will indemnify and hold **Husband** harmless thereon. The **Husband** will execute a quitclaim deed conveying his interest in said property to the **Wife** within seven (7) days of the date of this agreement. **Tiffany T. Woodward**, attorney for the **Wife**, will prepare the quitclaim deed. If the **Wife** is ever two (2) months behind on the mortgage payment, the home shall be immediately listed for sale. If and when said property is sold, the **Wife** will receive all equity.

PERSONAL PROPERTY

The **Husband** shall have exclusive use and ownership of the following personal property items free from any claims by the **Wife**:

- **Husband's** clothes
- Gun case and guns
- Tool box in garage
- Save box in garage

The **Husband** shall obtain his items within ninety (90) days of the date of this agreement. The **Husband** shall coordinate with the **Wife**, in writing at least seven (7) days in advance, when he will obtain his items.

Each party shall retain exclusive use, ownership and possession of all other personal property items in their respective possession free and clear from any claims by the other party.

VEHICLES

Wife will have exclusive use, ownership, and possession of the 2014 Jeep Cherokee and she will be responsible for any maintenance, insurance, upkeep, etc. and will indemnify and hold **Husband** harmless thereon. If necessary, the **Husband** shall fully cooperate to complete any documents necessary to effectuate the transfer of title on the **Wife's** vehicle solely to her name.

Husband will have exclusive use, ownership, and possession the 2018 Subaru Crosstrek and he will be responsible for any payments, maintenance, insurance, upkeep, etc. and will indemnify and hold **Wife** harmless thereon. The **Husband** shall obtain and pay for his own insurance policy within seven (7) days of the date of this agreement. The **Husband** shall provide the **Wife** with proof of said coverage within seven (7) days of the date of this agreement.

DEBTS

The **Husband** shall immediately be responsible for the payment of the Covenant Eyes subscription.

Each party shall be responsible for all other debts in their respective names and shall indemnify and hold the other party harmless thereon.

PLEDGE OF CREDIT

Neither the **Wife** nor the **Husband** shall pledge or engage the credit of the other. Neither has and neither shall incur nor contract any debt or obligation upon which either his or her estate could be held liable, and in the event either has, he/she shall indemnify the other or the other's estate regarding same.

ALIMONY

The **Husband** shall pay the **Wife** \$42,000.00 from his Charles Schwab account as lump sum alimony. The **Wife** will be responsible for the preparation for the Qualified Domestic Relations Order (QDRO).

BANKING/INVESTMENT ACCOUNTS

The **Husband** shall have exclusive use and ownership of the following banking/investment accounts free from any claims by the **Wife**: the Charles Schwab account, less the \$42,000.00 in alimony paid from the **Husband** to the **Wife**.

The **Wife** will receive two (2) joint bank accounts with Pen Air Federal Credit Union. The **Wife** shall withdraw the funds from said accounts and close the accounts.

Each party shall retain exclusive use, ownership and possession of all other bank accounts in their respective possession free and clear from any claims by the other party.

RETIREMENT

Except as otherwise stated herein, each party hereby waives his/her respective right to receive a portion of the other's pension or retirement benefits which are currently in existence or which either party may receive in the future.

TERM LIFE INSURANCE

The **Wife** is currently paying for a term life insurance policy on the **Husband**. The **Husband** shall transfer ownership of said policy to the **Wife** and the **Wife** shall continue to be responsible for any premiums associated with said policy. The **Husband** shall fully cooperate to execute any documents necessary to transfer ownership of said policy to the **Wife** within seven (7) days of the date of this agreement.

ATTORNEY'S FEES & COSTS

Each party shall be responsible for his/her own attorney's fees and costs.

MODIFICATIONS TO AGREEMENT

Any modification of all or part of the terms of this Agreement shall be unenforceable unless in writing and signed by both parties or by court order on appropriate pleadings.

TAX RAMIFICATIONS

The parties acknowledge that they have not been given any advice by their respective attorneys as to the tax ramifications of this Agreement. Furthermore, each party has been advised to seek the opinion and advice of a tax professional

prior to signing this Agreement if there are any questions as to each party's respective tax liabilities when this Agreement is effectuated.

NECESSARY DOCUMENTS

Each of the parties hereto shall execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument and shall do all other necessary things to this end within ten (10) days of the execution of this Agreement, except as otherwise stated herein. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment and conveyance of property and rights in such manner, and with such force and effect as shall be necessary to effectuate the terms of this Agreement.


RECONCILIATION

The parties recognize the possibility of reconciliation. It is their intention that a reconciliation, whether temporary or permanent, or a further separation after any reconciliation, in no way shall abrogate or affect the provisions of this Agreement concerning all issues as set forth in this Agreement.

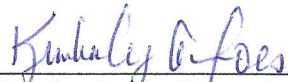
SEVERABILITY


In the event that any paragraph or paragraphs in this Agreement shall be declared invalid or void by the Court, such declaration shall not invalidate the entire Agreement and all other paragraphs of this Agreement shall remain in full force and effect.

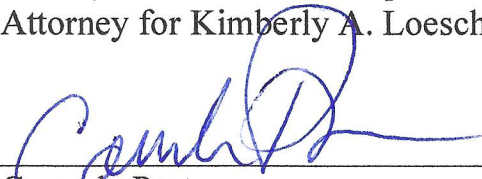
The parties have entered into this agreement freely, knowingly, voluntarily, and without coercion. Both parties have had the benefit of their own independent counsel.


Phillip A. Loesch (Aug 12, 2024 12:55 EDT)
Phillip A. Loesch Date

Hunter R. Higdon, Esq.
Hunter R. Higdon, Esq. (Aug 12, 2024 11:56 CDT)
Hunter R. Higdon, Esq. Date
Attorney for Phillip A. Loesch


Kimberly A. Loesch 8/12/24
Kimberly A. Loesch Date


Tiffany T. Woodward, Esq. 8/12/24
Tiffany T. Woodward, Esq. Date
Attorney for Kimberly A. Loesch


Carmela Porter
Carmela Porter
Florida Supreme Court Certified
Family, Dependency,
& Circuit Mediator











AGREEMENT Loesch

Final Audit Report

2024-08-12

Created:	2024-08-12
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-  Signer phil.loesch2@gmail.com entered name at signing as Phillip Loesch
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-  Signer hunter@higdonlawpllc.com entered name at signing as Hunter R. Higdon, Esq.
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