

IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT
IN AND FOR CALHOUN COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

KRYSTAL CLARY

Petitioner,

and

CASE NO: 22-65 DR

PHILLIP CLARY,

Respondent.

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS MATTER came on before the Court on the Joint Stipulation and Mediated Settlement Agreement entered into by the parties. The Wife has filed Special Interrogatories for Dissolution of Marriage Cases. Based on the Joint Stipulation and Mediated Settlement Agreement, the Court finds that it has jurisdiction of the parties and the subject matter herein. The Court further finds that the marriage is irretrievably broken. It is therefore

ORDERED AND ADJUDGED AS FOLLOWS:

1. The marriage between the Petitioner, PHILLIP CLARY, and the Respondent, KRYSTAL CLARY, is hereby dissolved a vinculo matrimonii.

2. The Joint Stipulation and Mediated Settlement Agreement entered into by the parties, introduced in evidence as Wife's Composite Exhibit "A," was executed

voluntarily and is for the best interests of the parties. The Joint Stipulation and Mediated Settlement Agreement is ratified, approved and incorporated in this Final Judgment. The parties are ordered to comply with the terms and conditions of the Joint Stipulation and Mediated Settlement Agreement.

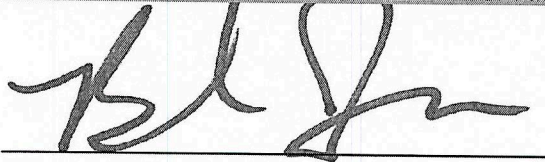
3. The Court reserves jurisdiction of this matter to enter such further orders as it may deem necessary and proper.

4. The Court expressly retains jurisdiction to enter a subsequent order or document in order for the Petitioner to receive her marital share of the Respondent's pension benefit.

5. Effective thirty-one (31) days after the entry of this Final Judgment, the attorneys for the Petitioner and Respondent and Wife shall be automatically discharged as attorneys of record and shall no longer be authorized to accept service of process on behalf of the Petitioner and Respondent.

DONE AND ORDERED in Blountstown, Calhoun County, Florida.

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Brandon J. Young, Judge
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IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL
CIRCUIT, IN AND FOR CALHOUN COUNTY, FLORIDA

IN RE: The Marriage of
PHILLIP CLARY,
Respondent,

CASE NO. 22-65-DR

and

KRYSTAL CLARY,
Petitioner.

MEDIATED MARITAL SETTLEMENT AGREEMENT

THIS MEDIATED MARITAL SETTLEMENT AGREEMENT was made and entered into effective April 10, 2023 by and between **PHILLIP CLARY**("Husband") and **KRYSTAL CLARY** ("Wife"), the Parties stipulate and agree as follows:

WITNESSETH:

WHEREAS, the Parties are now HUSBAND and WIFE having been duly married to each other on August 15, 2001; and

WHEREAS, unhappy matrimonial differences have arisen between the Parties by reason of which they anticipate living separate and apart from each other; and

WHEREAS, the Parties have two (2) adult children. The Wife is not currently pregnant, nor are any other children contemplated of this marriage; and

WHEREAS, the Parties have completed mediation with Cheryl L. Gentry and reached an agreement resolving all pending issues, and it is the desire and intent of the Parties to enter this Agreement in order to settle and determine, in all respects and for all purposes, the respective present and future rights of the Parties in such a manner that said rights and obligations, past, present, and future, of either Party be finally and conclusively settled and determined by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and in consideration of the obligations accepted by the Parties, as well as other good and valuable consideration provided for in this Agreement, the Parties agree and stipulate to the following terms:

1. **ACKNOWLEDGMENT OF FAIRNESS OF AGREEMENT.** The Parties have read this Agreement and they believe and acknowledge this Agreement is fair, just, and reasonable. The Parties are acting without coercion or duress, and freely and voluntarily assent to its terms and accept its conditions, obligations and mutual agreements.

2. **REPRESENTATION BY COUNSEL.** The Wife has been represented by John Young Roberts and the Husband has been represented by Carroll L. McCauley, III.

3. **ACTION FOR DISSOLUTION.** The Wife filed an action to dissolve their marriage and the Husband filed a Counter-Petition in the Circuit Court of the Fourteenth Judicial Circuit in and for Calhoun County, Florida. This Agreement is intended to be a full and complete settlement of all matters arising out of, or which could have been brought in that action, including a division of marital assets and debts, issues of spousal support, attorney's fees, as well as all other claims/causes of action related to or arising from the marital relationship. This Agreement is intended to be introduced into evidence in that Dissolution of Marriage action, and to be incorporated into the Final Judgment of Dissolution of Marriage. However, the Parties do not intend for it to be merged into the Final Judgment. Rather, they wish for it to survive the judgment and be binding on the Parties for all time.

4. **SEPARATION AND NON INTERFERENCE.** Except as provided herein, at all times after the execution of this Agreement during the pendency of the Dissolution proceedings, and

thereafter, the Husband and the Wife shall be entitled to live separate and apart from each other, and each shall be free from any interference, authority, and control, whether direct or indirect, by the other Party to the same extent as if they were unmarried. Each Party has the right to conduct any trade, business, or employment. Neither the Husband nor the Wife shall molest, disturb, or interfere with the other in any manner, nor shall they interfere with the peace and comfort of the other, nor attempt to resume cohabitation with the other.

5. **REAL PROPERTY.**

(A) The Parties jointly own a home located at 9109 SW JA Daniels, Kinard, Calhoun County, Florida. Neither of the Parties shall create, nor increase, any debt related to or secured by the property without the express written consent of both Parties.

The Parties shall list the property for sale on MLS and using a lockbox as soon as possible. The Parties shall use Miranda Rollins as Realtor. The Parties shall fully and timely cooperate with the Realtor. The washer and dryer shall be sold with the home.

The Parties shall both be permitted to continue to peaceably reside in the home pending sale. The Parties shall maintain the home in clean and neat condition so as to allow the property show well to potential buyers. During the pendency of the sale and so long as both Parties reside in the home, the Parties equally and timely pay the SBA loan payment, the debt to FCU related to the son's motorcycle; the electric and garbage bills, and the 2023 property taxes and 2023 house insurance expense. The Parties shall reimburse the other within 15 days of payment.

If the Parties are unable to agree, the Parties shall obtain an appraisal by Matt Defelix within 30 days of this Agreement and each shall timely pay 50% of the cost of the appraisal.

The listing price shall be the appraised value.

All offers on the property shall be communicated to both of the Parties. The Parties shall accept any reasonable offer.

From the sale proceeds the following shall be paid: the SBA loan; Tyndall FCU (*854-45-sport's bike), and other debts owed related to the property, Realtor's fees, closing costs shall first be paid. Then, any remaining sale proceeds shall be equally divided between the Parties. However at closing, the Husband shall pay the Wife the balance of the \$33,000.00 equitable distribution equalizer from his 1/2 share of proceeds. (For example, if the sales price is \$200,000; Realtor's fees/closing costs are \$20,000; loan pay off is \$70,000; the net proceeds are \$110,000. In that evnt, each Party would receive \$55,000, and from the Husband's \$55,000 the Husband would pay the Wife \$33,000 (equalizing payment). This results in the Husband receiving a net of \$22,000 and the Wife a net of \$88,000.)

(B) The Parties jointly own real property located at 336 Texas Street, Wewahitchka, Gulf County, Florida. Neither of the Parties shall create, nor increase, any debt related to or secured by the property without the express written consent of both Parties.

The Parties shall list the property for sale on MLS and using a lockbox as soon as possible. The Parties shall use Miranda Rollins as Realtor. The Parties shall fully and timely cooperate with the Realtor.

If the Parties are unable to agree, the Parties shall obtain an appraisal by Matt Defelix within 30 days of this Agreement and each shall timely pay 50% of the cost of the appraisal. The listing price shall be the appraised value.

All offers on the property shall be communicated to both of the Parties. The Parties shall accept any reasonable offer.

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From the sale proceeds the following shall be paid: any debts owed related to the property, Realtor's fees, closing costs shall first be paid. Then, from any remaining sale proceeds shall be equally divided between the Parties. However at closing, the Husband shall pay the Wife from his portion of the net proceeds, the balance of the \$33,000.00 equitable distribution equalizer from his ½ share. See, example in (A) above.

6. **MARITAL DEBTS.**

Neither of the Parties shall increase nor create any debt or bill for which the other Party might be held responsible.

The Husband shall be responsible for payment of the debt in his name. The Husband shall indemnify and hold the Wife harmless from payment of the same.

The Wife shall be responsible for payment of the debt in her name, including Best Buy (*1512); NelNet; her TransAmerica loan; and Amazon (*5062). The Wife shall indemnify and hold the Husband harmless from payment of the same.

In the event the Husband is required to pay any debt for which the Wife is responsible pursuant to this Agreement, or any debt which was unknown to the Husband but known to and undisclosed by the Wife, or if the Husband incurs attorney's fees or any other costs or expenses incurred in connection with any such debt, including attorney's fees and costs incurred in the enforcement of this Agreement related to any such debts, then the Husband shall be entitled to reimbursement from the Wife for any and all such payments, costs, expenses and attorney's fees against any and all assets distributed to the Wife.

In the event the Wife is required to pay any debt for which the Husband is responsible pursuant to this Agreement, or any debt which was unknown to the Wife but known to and

undisclosed by the Husband, or if the Wife incurs attorney's fees or any other costs or expenses incurred in connection with any such debt, including attorney's fees and costs incurred in the enforcement of this Agreement related to any such debts, then the Wife shall be entitled to reimbursement from the Husband for any and all such payments, costs, expenses and attorney's fees against any and all assets distributed to the Husband.

7. **OTHER ASSETS.** The Parties have amicably divided the other assets and debts of the marriage. The Parties acknowledge that although the division of the property is not a precise or necessarily equal division, they are satisfied with the division. In addition to the equitable division of assets and debts as otherwise outlined herein, the Parties agree:

(A) The Husband shall take the following additional assets and the Wife hereby waives all interest therein:

- (i) All funds in his individual bank/savings accounts.
- (ii) The 2003 Mustang GT; 2021 Harley Davidson 48, subject to the debt thereon; 2011 Kia Sportage; 1987 Suzuki Samurai; 1998 Chevrolet Silverado; 1991 Dodge truck; ANTL7 Mining Machine; 2002 Harley Davidson Ultra Classic; Yamaha 4 wheeler; and River boat.
- (iii) The Husband's Acorn account; Public Stock; and Litecoin (17 coins).
- (iv) The Husband's 401(k), subject to the defaulted loan balance thereon.
- (vi) The following personal property from the marital home: 12 Gauge shotgun; 9mm pistol; Titan 5500 generator; Kubota zero turn mower; HP laptop; small crawfish cooker; ½ kitchen dishes, pots/pans; silverware; living room furniture (except large/smart TV); dining table and chairs; 2 tool boxes and tools; his clothes and other personal effects; hanging picture

of Avis; his pillow towels; glasses he bought from Walmart; bed sheets he purchased; bench on front porch; Sportsman Polaris 4 wheeler.

(B) The Wife shall take the following additional assets and the Husband hereby waives all interest therein:

(i) All funds in her individual bank/savings accounts.

(ii) Wife's Toyota Sienna, subject to the debt thereon. If this debt is in both Parties' names, the Wife shall refinance or otherwise remove the Husband from all liability thereon within 30 days after she has been paid the \$33,000.00 equitable distribution payment as provided in Paragraph 5, above. Until such time she shall timely pay the debt associated with this vehicle and indemnify and hold the Husband harmless for payment of the same. The Wife shall pay for the registration and her auto insurance. Husband shall execute a Power of Attorney to allow the Wife to transfer title to the Wife.

(iii) Her Robinhood account; Public Stocks account; and Acorn account.

(iv) The Wife's 403 (b) and 401(a) retirement accounts.

(v) Her Health Savings account.

(vi) The following personal property from the marital home: 380 pistol; rocking chairs; Samsung lap top; safe under bed & contents; large crawfish cooker; Master Bedroom set; large/smart TV from livingroom; ½ kitchen dishes, pots/pans; silverware; John Deere mower; DVD collection and movie collection.

(v) The Husband has stored family pictures and videos on Carbonite. The Husband shall assist the Wife with transferring copies to the Wife within 90 days of this Agreement.

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(C) The Husband shall pay the Wife \$33,000.00 as and for equitable distribution as provided herein.

(D) The Parties shall sell and equally divide the sale proceeds from the following: Kawasaki Bayou 250; Honda 3 wheeler; Wife's ring; and Bay boat, motor and trailer.

(E) The following property shall belong to the Parties' sons/grandchildren:

(i) Caleb-2000 Harley Davidson Road King; 12 Gauge Shotgun; a paddle boat; Toro zero turn mower; Excell pressure washer; Ranger Bass boat

(ii) Seth- 2003 Toyota Corrola; 2004 Dodge Ram 2500; 1991 Nissan 300ZX; 2015 Kawasaki 600R; his bedroom furniture in marital home; single barrel 410; AR 15; 20 Gauge pump; little green jon boat; a paddle boat; Cream color Mercedes.

(iii) Seth and Caleb: Older Mercedes vehicles (gray color).

(iii) grandchildren: kayak

8. **RETIREMENT ACCOUNTS:** The Husband has a retirement and pension plan through his employer. The Wife shall be entitled to one half of the marital portion of this retirement from the date of the marriage (August 15, 2001) through the date of filing (May 3, 2022). The Husband shall select a Single Life Annuity option. The Parties shall cooperate in preparation and filing of the QRDO or other documents necessary in order to effectuate this transfer to the Wife. The Parties shall use Matthew Lundy and they shall equally share that cost. The Husband shall have the remainder of his retirement/pension benefits. The Parties anticipate the monthly pension will be a total of \$1,359.00. The Wife's 50% is estimated to be \$670.50/month.

9. **ALIMONY.** Each Party hereby waives any claim of alimony from the other, whether such support be in the form of permanent periodic, lump sum, rehabilitative, durational,

temporary, bridge-the-gap or any and all forms of alimony, now and in the future, and regardless of any change in circumstance or law.

10. **ATTORNEY'S AND MEDIATOR'S FEE.** Each Party shall be responsible for his or her own attorney's fees. Further, each Party shall pay 50% of the Mediator's fee.

11. **RECONCILIATION OR REMARRIAGE.** In the event the Parties reconcile or remarry, all provisions of this Agreement shall be binding, regardless of whether such provisions have been executed or are simply executory in nature. No provision within this Agreement shall be abrogated unless it is placed in writing, signed by both Parties, and submitted to the Court.

12. **RESERVATION OF JURISDICTION.** This Court shall retain jurisdiction to enforce and/or hear and review future modifications in this cause as from time to time may become necessary.

13. **DOCUMENTS.** Each Party shall promptly sign, execute, and deliver any and all documents, instruments, and papers that may be required or necessary to fulfill the terms of this Agreement or to record it.

14. **GENERAL RELEASE AND WAIVER.** Except as otherwise provided in this Agreement, each Party waives any and all claims, demands, right, title, or interest he or she may have or hereafter acquire in any present or future asset of the other as well as any and all other claims/causes of action related to or arising from the marital relationship. This release includes but is not limited to, the right to elect to take against any will or codicil of the other Party; the right to share in the other Party's estate; the right to act as executor, administrator, or personal representative of the other Party's estate; the right to claim dower, curtesy, inheritance, descent, distribution or any other rights or claims arising out of the retirement benefits of the other (except as outlined herein),

and the right to share in any litigation awards or proceeds the other may receive. This release is binding on the executors, administrators, personal representatives, heirs, and assigns of each of the Parties.

15. **REPRESENTATIONS/AUTHORSHIP:** Each Party has reviewed this Agreement with his or her respective attorney. Each Party fully understands the facts and has been informed as to his or her legal rights or obligations pursuant to the laws of Florida and this Agreement. Each Party is signing this Agreement freely and voluntarily intending to be bound by it. The Parties also agree in the event it becomes necessary for any reason that any provision of this Agreement be construed, this Agreement shall be construed as if jointly prepared by the Parties and shall not be construed for or against any Party based upon authorship of the Agreement. Further, the Parties understand that the attorneys are not accountants/tax experts and that the attorneys have not provided any advice regarding the tax effect/consequences of this Agreement.

16. **DISCLOSURE.** Each Party has made a full, frank, and complete financial disclosure of his or her assets, liabilities, income, and expenses to the other Party. Each Party acknowledges he or she has had sufficient time and opportunity to satisfy himself or herself to the completeness and accuracy of the disclosure of the other's financial status. Both Parties waive any further disclosure from the other as is required under the Florida Family Law Rules.

17. **FULL AGREEMENT.** This Agreement constitutes the entire Mediated Marital Settlement Agreement of the Parties. This Agreement supersedes any prior understandings or agreements between them, whether or not the matters were covered in this Agreement. There are no representations or warranties other than those set forth herein. The Parties acknowledge this Agreement constitutes the full, complete, and final settlement of all alimony rights, property rights,

liabilities, and other responsibilities between the Parties, as well as all other matters as provided for herein. This Agreement is in full complete and the final settlement of all claims of any nature whatsoever that either Party may have against the other, now or in the future, except as provided herein.

18. **MODIFICATION OR AMENDMENT.** No addendum, modification, or waiver of any of the terms of this Agreement shall be effective, unless in writing, signed by both of the Parties and executed in the same manner as this Agreement.


19. **DEFAULT OR WAIVER.** No waiver of any breach of the terms of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or similar nature. No waiver of any rights created by this Agreement shall be deemed to be a waiver for all time of those rights, but shall be considered only as to the specific events surrounding that waiver.

20. **RATIFICATION BY A COURT.** Either Party may apply to the Court for a Final Judgment of Dissolution of Marriage, ex-parte, so long as this Agreement is made a part of any Final Judgment rendered by the Court. However, notwithstanding the incorporation and the Final Judgment, the Agreement shall not be merged in it but shall survive the Final Judgment and be binding upon the Parties for all time.

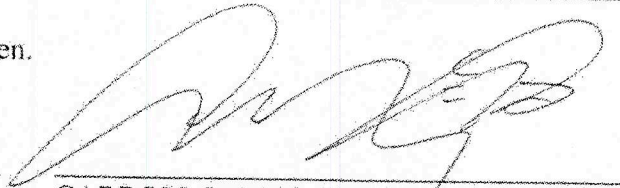
21. **ENFORCEMENT OF THIS AGREEMENT.** The Party against whom a Court Order is secured to compel performance of this Agreement, or any part hereof, agrees to pay the prevailing Party all costs and reasonable attorney's fees and costs in connection with such proceeding, whether incurred at trial or on appeal.

IN WITNESS WHEREOF, the Parties have executed this Mediated Marital Settlement


Agreement the day and year first above written.




PHILLIP CLARY
Husband



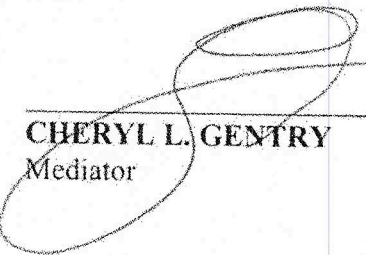
CARROLL L. McCAULEY, III
Attorney for Husband



KRYSTAL CLARY
Wife



JOHN YOUNG ROBERTS
Attorney for Wife



CHERYL L. GENTRY
Mediator

PC

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