

4/18/97

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT, IN AND FOR LEON COUNTY, FLA.

IN RE: THE MARRIAGE OF

DANIEL LUKE MEIER, Petitioner/Husband, and

CASE NO. 96-5371 DIVISION: FAMILY LAW

MANDY MELISSA MEIER, Respondent/Wife.

FILED BY CLERK OF COURT LEON COUNTY, FLORIDA

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made on this 18th day of April, 1997, between

Petitioner/Husband, DANIEL LUKE MEIER, (hereinafter referred to as "HUSBAND"), and Respondent/Wife, MANDY MELISSA MEIER, (hereinafter referred to as "WIFE"), the parties agree as follows:

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WITNESSETH:

WHEREAS, the parties are HUSBAND and WIFE. They were married to each other on May 13, 1993, in Tallahassee, Leon County, Florida; and

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

WHEREAS, both parties have given much thought and careful consideration to the settlement of these differences and have determined that they are irreconcilable; and

WHEREAS, the HUSBAND has come before the Honorable Judge of the above-styled Court with a Petition For Dissolution Of Marriage between the HUSBAND and WIFE; and



WHEREAS, there has been one (1) child born issue of this marriage, to wit: a daughter, **LAUREN MELISSA MEIER**, Date of Birth: May 26, 1993, and no other children are contemplated of this marriage; and

WHEREAS, it is the desire and intention of the parties that their relations with respect to real and personal property, financial matters, child custody, child support, and equitable distribution of the assets of the parties be fixed by this Agreement in order to settle and determine in all respects and for purposes their respective present and future property rights, claims and demands in such a manner that any action in regard to the rights and obligations, past, present, and future of either party be finally and conclusively settled and determine by this Agreement.

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NOW, THEREFORE, in consideration of the premises, mutual promises, and undertakings herein contained and for other good and valuable consideration, the parties herein, in contemplation of dissolution of marriage, agree:

1. ACKNOWLEDGMENT OF THE FAIRNESS OF THE AGREEMENT: The parties have read this Agreement and have had its terms and consequences explained to them by their respective counsel, and they believe and acknowledge that this Agreement is fair, just, and reasonable. Each of the parties are acting without coercion or duress, and freely and voluntarily assent to its terms and accepts its conditions, obligations, and mutual agreements.

2. **REPRESENTATION BY COUNSEL:** Throughout the negotiations, drafting and execution of this Agreement, the **WIFE** has been represented by Attorney James C. Banks, and the **HUSBAND** has been unrepresented.

3. **IMMINENT ACTION FOR DISSOLUTION:** The **HUSBAND** has initiated an action to dissolve their marriage in Circuit Court of the Second Judicial Circuit for Leon County, Florida. This Agreement is intended to be a full and complete settlement of all matters arising or that could have been brought in that action, including a division of marital assets and liabilities. 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 **FINAL JUDGMENT** be binding on the parties for all time.

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4. **SEPARATION AND NON-INTERFERENCE:** At all times after the execution of this Agreement during the pendency of the dissolution proceedings the **HUSBAND** and the **WIFE** shall be entitled to live separate and apart from each other, and each shall be free of any interference, authority, and control whether direct or indirect, by the other party to the same extent as if they were unmarried. Each party recognizes the right of the other to select his or her place of abode, and the right to live with another person if he or she should so choose. 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 presume co-habitation with the other.

5. **SOLE PARENTAL RESPONSIBILITY:** Parental responsibility for the parties' minor daughter, **LAUREN MELISSA MEIER**, shall be the sole responsibility of the **HUSBAND**, whereby "sole parental responsibility" means that the **HUSBAND** shall retain full parental rights and responsibilities. The parties acknowledge that the best interests of their minor daughter is more important than those of the past, present, and future disagreements that may arise or have arisen between the parties. Further, the parties acknowledge that each has an individual contribution to make to the continuing development of their minor daughter. The parties further agree that the best interests of the minor daughter will be served by an active, continuing, close relationship between the minor daughter and both parties. Each party agrees to keep the other party advised as to their minor daughter's welfare, health, and education. Each party further agrees to use all reasonable efforts to maintain free access and create a feeling of affection between themselves and their minor daughter. The parties agree that at all times, regardless of the physical residence of the parents, that both shall remain active and participating parents with their minor daughter providing a sound, moral, social, economic, and educational environment for the minor daughter. The parties shall attempt to work cooperatively in making future plans consistent with the best interests of the minor daughter in amicably resolving any disputes that may arise.

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6. **PRIMARY PHYSICAL RESIDENCE:** The parties have agreed that the primary physical residence of the parties' minor daughter shall be with the **HUSBAND**.

7. **VISITATION:** The **WIFE** shall have reasonable visitation and liberal access, with 24-hour prior notice, with the parties' minor daughter, as it is mutually agreeable to the parties, including but not limited to holidays, summer vacations, and weekend visitations.

8. **FREE ACCESS:** Each party shall attempt to insure that their minor daughter is allowed unhampered contact and free access with the other party. Each shall encourage a feeling of affection between their minor daughter and the other party. Neither party shall do anything to hamper the natural development of the minor daughter's love and respect for the other party. Neither party shall do anything that would estrange their minor daughter from the other party or that would injure the opinion of their minor daughter as to the other party. While their minor daughter is residing with them, each party shall make all reasonable efforts to facilitate communication between the other party and their minor daughter, both by telephone and through the mail. However, in every event, such telephonic communication shall be reasonable in nature.

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9. **CHILD SUPPORT:** The **WIFE** shall pay the **HUSBAND** the sum of **Zero Dollars (\$ -0-)** as and for child support for the support, maintenance, and care of the parties' minor daughter.

10. **CHILD CARE:** The **HUSBAND** shall be solely responsible for any and all child care expenses associated with the parties' minor daughter.

11. **DEPENDENCY DECLARATION:** HUSBAND and WIFE agree to the HUSBAND having the dependency claim for their minor daughter, and both parties agree to execute such written declarations as are necessary (including, but not limited to, I.R.S. Form 8332) to entitle them to claim their minor daughter as a dependent for Federal Income Tax purposes for the respective years set forth herein.

12. **HEALTH INSURANCE:** The HUSBAND shall maintain a health insurance policy on their minor daughter, as well as being solely responsible for the uninsured medical/dental/opthamological bills.

13. **PERSONAL PROPERTY:** Each party shall take possession of the personal property he or she brought into the marriage, and their own personal belongings.

14. **AUTOMOBILES:** The HUSBAND shall have exclusive use, possession, control, and ownership of the 1987 Ford Escort, and the WIFE shall execute the title to same if the names appear jointly on said vehicle title. The WIFE shall have exclusive use, possession, control, and ownership of the 1988 For Festiva, and the HUSBAND shall execute the title to same if the names appear jointly on said vehicle title.

15. **MARITAL DEBTS AND OTHER OBLIGATIONS:** Each party shall be responsible for, and indemnify and hold the other party harmless from, those debts individually incurred by that party since the time of their separation. There are no joints marital debts to be divided by the parties.

16. **ALIMONY:** Each party agrees to waive any claim of alimony from the other party.

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17. **I.R.A. / STOCKS / MUTUAL FUNDS:** The **HUSBAND** shall have exclusive possession, control, and ownership of the funds in his IRA account with Twentieth Century Ultra, and the Illinovia and Niagra Mohawk Stocks, free of any claim by the **WIFE**.

The **WIFE** shall have exclusive possession, control, and ownership of the funds in the Twentieth Century Growth Fund, free of any claim by the **HUSBAND**.

18. **INDEMNIFICATION FOR PREVIOUS TAX RETURNS:** 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. Neither party owes any tax, interest, or penalties for past returns and no tax deficiencies or proceedings nor audit is pending or threatened with regard to any such return. In the event that there is an audit or deficiency asserted on any prior joint return, or if a tax lien has been filed or is filed in the future, the party who first receives notice of it shall give the other party immediate notice in writing. He or she will also forward copies of all papers received and all documents sent in response. The party which is deemed responsible for the assessment of lien shall pay the assessment or lien together with the interest and penalties, if any, as well as any expenses that may be incurred if that party decides to contest the assessment. The responsible party further agrees to indemnify the other party for any loss, injury, expense, or attorneys fees incurred as a result of lien, audit, or assessment. In the event of an audit, each party shall cooperate with the other with providing all relative information and documents. Each party will execute any forms or documents deemed necessary by the responsibility party for his or her tax advisors.

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The parties mutually agree to file their 1996 Federal Income Tax Return under the status of "married filing separate".

19. **ATTORNEYS FEES COST AND SUIT MONEY:** Each party shall be responsible for their own attorneys fees, costs and suit money as it relates to this dissolution of marriage. Each party agrees that should either party have to instigate an action in Court to enforce the terms of this Agreement, the prevailing party shall be responsible for attorneys fees and costs for both parties.

20. **DOCUMENTS:** Each party agrees that he or she 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.

21. **MUTUAL RELEASE:** Other than described in this Agreement, the parties shall, and do, hereby waive any and all rights, and each party releases the other from all claims or demands up to the date of this Agreement, or as provided in this Agreement. Each party does hereby further waive and release their rights in and to other party's real, personal, and mixed property owned now or acquired in the future, except as otherwise provided in this Agreement, including dower, homestead, and other statutory rights which may now be enforced or which may be enforced in the future, and other interests, rights, property claims, demands, and claims at law or in equity, which either party does or may have in the other's property. Without limiting the generality of the foregoing, the parties hereto do further relinquish all rights that they may now have, or may hereafter acquire, as

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the other party's spouse under the present or future laws of any jurisdiction, including, but not limited to, the right:

- A. To elect to take against any Will or Codicil of the party now or hereafter in force;
- B. To share in the other party's estate;
- C. To act as Personal Representative of the other's estate; and,
- D. Provided, however, that nothing contained in this section shall constitute a waiver of either party's rights against the estate of the other party to enforce and compel the payments of child support and the property settlement provided for herein.

The agreement to pay debts by the **HUSBAND** or **WIFE** shall constitute support and maintenance for which is not otherwise dischargeable.

22. **LEGAL ADVICE:** Each party has reviewed this Agreement with his or her respective attorney or has had the opportunity to do so. Each party fully understands the facts and has been informed as to his or her legal rights or obligations pursuant to the laws of the State of Florida in this Agreement. Each party is signing this Agreement freely and voluntarily intending to be bound by it.

23. **FULL DISCLOSURE:** Each party has made a full, frank, and complete disclosure of his or her assets, liabilities, income, and expenses to the other party, or to his or her counsel. Each party acknowledges that he or she has had sufficient time and opportunity to satisfy himself or herself as to the completeness and accuracy of the disclosure of the other's financial status.

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24. **FULL AGREEMENT:** Each party agrees that this Agreement constitutes the entire **MARITAL SETTLEMENT AGREEMENT** of the parties. This Agreement supersedes any prior understandings or agreements between the parties, whether or not the matters were covered in this Agreement. There exists not representations or warranties other than those that are set forth herein. The parties acknowledge that this Agreement constitutes a full, complete, and final settlement of all alimony rights, property rights, liabilities, and any other responsibilities between the parties. This Agreement is in full, complete, and 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.

25. **MODIFICATION OR AMENDMENT:** No addendum, modification or waiver 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.

26. **DEFAULT OR WAIVER:** No waiver of any breach of the terms of this Agreement shall be deemed 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, that shall be considered only as to the specific events surrounding that waiver.

27. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Florida as they exist on the date of this execution.

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28. **SEVERABILITY:** If any portion of this Agreement is held to be illegal, unenforceable, void or voidable by any Court, each of the remaining terms hereof shall nevertheless remain in full force and effect as if a separate contract. This Agreement shall be deemed modified and amended to the extent necessary to render it valid and enforceable.

29. **RATIFICATION BY A COURT:** Either party may apply to the Court for a Final Judgment for Dissolution of Marriage, ex-parte, without notice, so long as this Agreement is made a part of any Final Judgment rendered by the Court. However, notwithstanding the incorporation in the Final Judgment the Agreement shall not be merged in it but shall survive the Final Judgment and be binding on the parties for all times.

30. **ENFORCEMENT OF THIS AGREEMENT:** Both parties agree that the Court granting the decree of Dissolution of Marriage between the parties, may at the request of either party insert such a decree of reservation of jurisdiction for the purposes of compelling either party to perform this Agreement or any part thereof on his or her part to be performed and otherwise enforce provisions contained herein. The party against whom a Court orders secure to compel performance of this Agreement or any part hereof agrees to pay the prevailing party all costs and reasonable attorneys fees in connection with such proceeding.

31. **SUBSEQUENT DISSOLUTION OF MARRIAGE:** Nothing contained in this **MARITAL SETTLEMENT AGREEMENT** shall be construed to prevent

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either party from instituting an action for dissolution of marriage in any Court of competent jurisdiction subject to the following:

A. This **MARITAL SETTLEMENT AGREEMENT** may be offered in evidence by either party in any dissolution of marriage action, and if acceptable to the Court, shall be incorporated by reference into the **FINAL JUDGMENT** that may be rendered. However, notwithstanding incorporation in the **FINAL JUDGMENT** this **MARITAL SETTLEMENT AGREEMENT** shall not be merged in it, but shall survive the **FINAL JUDGMENT** and be binding on the parties for all times.

32. **REPRESENTATIONS:** The parties represent to each other as follows:

A. Each has had independent legal advise of counsel, or has had the opportunity to retain counsel of their own choosing in the negotiation of this **MARITAL SETTLEMENT AGREEMENT**. Each party understands the facts and has been fully informed as to their legal rights and obligations and each is signing this **MARITAL SETTLEMENT AGREEMENT** freely and voluntarily, intending to be bound by it.

B. Each party has made full disclosure to the other of his/her existing financial condition.

C. Each party waives any and all claims they may have on the other's estate.

D. Each party agrees that proper venue for the modification and/or enforcement of this Agreement shall be in Leon County, Florida.

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E. Each party warrants and represents that they have filed the required Federal Income Tax returns during the marital relationship. Each party warrants that their respective returns or information provided in joint returns are correct and complete to the extent that income, credits, deductions, adjustments, or other matters of the parties are included on their returns, that all deductions have been properly taken, and that no audit or examination of the return(s) is pending. If the returns are examined by the Internal Revenue Service subsequent to this Agreement and any deficiencies in tax are assessed, the party or parties to whose income the deficiencies are attributable shall be responsible for all taxes, interest and penalties, and any expenses incurred because of an examination. If any refunds are received as a result of any examination, the refund shall be the property of the party to whose income the refund is attributable. Each party shall properly notify the other of any pending administrative or legal proceedings concerning the taxes. The provision shall also apply to any joint returns filed subsequent to the execution of this Agreement.

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F. Each party understands and agrees that this **MARITAL SETTLEMENT AGREEMENT** supersedes any prior understandings or agreements between them upon the subjects covered in this **MARITAL SETTLEMENT AGREEMENT**. There are no covenants, promises, representations or warranties, other than as set forth herein.

G. In the event either party incurs attorney fees and costs in enforcing the provisions of this **MARITAL SETTLEMENT AGREEMENT**, the

prevailing party shall be entitled to recover reasonable attorney fees and costs; otherwise, each party is responsible for his/her own attorney fees and costs.

IN WITNESS WHEREOF, the parties have executed this MARITAL SETTLEMENT AGREEMENT the day and year first above written.

WITNESSES:

Mary Catherine Boatright
Shawn Shivers

Daniel Luke Meier
DANIEL LUKE MEIER

Mary Catherine Boatright
Shawn Shivers

Mandy Melissa Meier
MANDY MELISSA MEIER

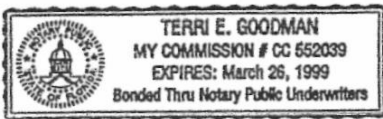
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STATE OF FLORIDA
COUNTY OF LEON

THE FOREGOING MARITAL SETTLEMENT AGREEMENT was acknowledged before me by DANIEL LUKE MEIER, Petitioner/Husband, stating that he has read same and understands it to be true and correct to the best of his knowledge and belief, on this 18th day of April, 1997.

(SEAL)

TERRI E. GOODMAN
NOTARY PUBLIC
STATE OF FLORIDA



PERSONALLY KNOWN TO ME: YES / NO
PRODUCED I.D.: YES / NO
TYPE OF I.D.: Fl. D/I
I.D. #: M600-172-66-451-0

STATE FLORIDA
COUNTY OF LEON

THE FOREGOING MARITAL SETTLEMENT AGREEMENT was acknowledged before me by MANDY MELISSA MEIER, Respondent/Wife, stating that she has read same and understands it to be true and correct to the best of her knowledge and belief, on this 18th day of April, 1997.

(SEAL)

TERRI E. GOODMAN
NOTARY PUBLIC
STATE OF FLORIDA



PERSONALLY KNOWN TO ME: YES / NO
PRODUCED I.D.: YES / NO
TYPE OF I.D.: Fl. D/I
I.D. #: M600-553-75-648-0

EX#1

IN THE CIRCUIT COURT OF THE
SECOND JUDICIAL CIRCUIT, IN
AND FOR LEON COUNTY, FLORIDA

IN RE: THE MARRIAGE OF

DANIEL LUKE MEIER,
Petitioner/Husband,

and

MANDY MELISSA MEIER,
Respondent/Wife.

CASE NO. 96-5371
DIVISION: FAMILY LAW

4/30/97



07 APR 30 AM 10:13
ATTORNEY TIME & DATE NOTED
D. V. VEIL LANG
FOR CIRCUIT COURT

RECORDED IN PUBLIC
PETITIONER'S OFFICE
IN THE SECOND JUDICIAL
CIRCUIT, LEON COUNTY, FLORIDA

0031903

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE having come on to be heard for final hearing on the Petition For Dissolution Of Marriage, having heard testimony of the Respondent, and after reviewing her Residency Affidavit, and the Court having been otherwise fully advised in the premises, the Court makes the following findings of fact:

- A. The Court has jurisdiction of the parties hereto and the subject matter hereof.
- B. The marriage is irretrievably broken.
- C. The parties have entered into a Marital Settlement Agreement dated April 18, 1997.

WHEREFORE, it is

ORDERED AND ADJUDGED that:

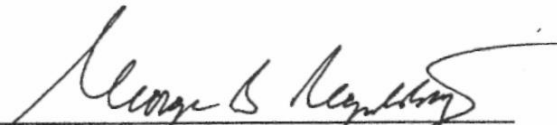
- 1. The marriage of the parties is hereby dissolved and each spouse is restored to the status of being single and unmarried.

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2. The Marital Settlement Agreement entered into between the parties is hereby ratified and confirmed, and the parties are ordered to abide by the terms thereof.

3. The Court retains jurisdiction of this cause to enforce or modify the terms of the Marital Settlement Agreement and this Final Judgment, as may from time to time become necessary.

DONE AND ORDERED in Chambers at Tallahassee, Leon County, Florida, on this 30 day of **APRIL**, 1997.



GEORGE S. REYNOLDS, III,
CIRCUIT COURT JUDGE

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Copies furnished to:

JAMES C. BANKS, ESQ.,
Attorney for Respondent/Wife

MANDY MELISSA MEIER,
Respondent/Wife

DANIEL LUKE MEIER,
Petitioner/Husband