

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT,  
IN AND FOR INDIAN RIVER COUNTY, FLORIDA

In Re: The Marriage Of

Case No.: 2018-DR-000042

Susan Wardlow  
Petitioner/Wife,

and

Timothy Wardlow  
Respondent/Husband.

FILED FOR RECORD  
FAMILY SERVICES  
2018 JAN 22 AM 10:28  
JEFFREY R. SMITH  
CLERK OF CIRCUIT COURT  
INDIAN RIVER COUNTY, FL  
D.C.

**FINAL ORDER ON WIFE'S PETITION FOR SUPPORT UNCONNECTED WITH  
DISSOLUTION OF MARRIAGE WITHOUT DEPENDENT OR MINOR CHILDREN**

THIS CAUSE came before this Court on this 22<sup>nd</sup> day of January, 2018 for a final hearing on the Petition for Support Unconnected with Dissolution of Marriage and after receiving the testimony of Wife and being otherwise fully advised in the premises, finds that:

- A. The Court has jurisdiction over the subject matter, and the parties.
- B. At least one party has been a resident of the State of Florida for more than 6 months immediately prior to filing the Petition for Support Unconnected with Dissolution of Marriage Without Dependent or Minor Children.
- C. The parties were married on January 22, 1999 and intend to stay married.
- D. There are no minor or dependent children born of this marriage.
- E. The parties have voluntarily entered into a Post Nuptial Agreement, dated December 20, 2017, attached hereto as Exhibit "1," and each has filed the required Financial Affidavit.
- F. The Husband is employed at M. A. Ford earning a monthly gross income of \$10,560.00. The Wife is currently unemployed. The Husband shall keep the Wife covered under his medical, dental and vision plans, until retirement. The Wife shall add the Husband to her medical, dental and vision plans, after the Husband's retirement, if the Wife has a job that provides the benefits.

It is therefore **ORDERED AND ADJUDGED** as follows:

- 1. The Post Nuptial Agreement, dated December 20, 2017, filed in this case is approved and ratified and the Court adopts all of the terms and conditions as made part of this Final Order. The parties shall obey all of its provisions.

2. The marriage between the Petitioner and the Respondent shall remain intact until further Order of the Court.

3. The Husband shall be obligated to pay undifferentiated support to the Wife in the sum of \$2,500.00 per month and continuing on the 1<sup>st</sup> of each month, for 9.5 years, with a total payout of \$285,000.00. All support payments shall be paid directly to the Wife in cash or cash equivalents, and not in property.

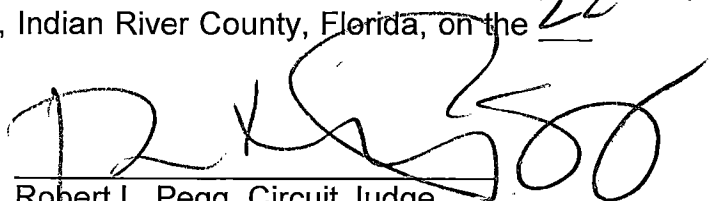
4. The Husband's retirement accounts and employee stock shall be divided pursuant to the terms of the Post Nuptial Agreement.

5. Each party shall otherwise retain all other personal property currently in his/her possession and/or name, free from claim of the other and pay all other debts incurred by him/her and/or in his/her own name and indemnify and hold the other party harmless from them.

6. Each party shall execute and deliver to the other party any documents that may be reasonably required to accomplish the intentions as contained herein and shall do all other necessary things to this end. If either party shall fail to comply, this Final Judgment shall constitute an actual grant, assignment and conveyance of property and rights in such matter pursuant to Section 61.075(4), Florida Statutes and Rule 1.570, Florida Rules of Civil Procedure.

7. This Court retains jurisdiction over the parties and subject matter herein. Jurisdiction of the parties and the subject matter in this case is retained for enforcement of this Order and for such other and further relief as the Court may deem just and proper.

**DONE AND ORDERED** at Vero Beach, Indian River County, Florida, on the 22<sup>nd</sup> day of January, 2018.

  
Robert L. Pegg, Circuit Judge

Copies to:  
Lisa E. Lazan, Esquire, [service@eaglelaw.com](mailto:service@eaglelaw.com)  
Timothy Wardlow, Avenue NW, Palm Bay, FL 32907

**POST NUPTIAL AGREEMENT**

By this Agreement made on the 20 day of DECEMBER, 2017, by and between Timothy Wardlow hereinafter referred to as Husband, and Susan Wardlow hereinafter referred to as Wife, the parties agree that:

The parties are Husband and Wife, married to each other on January 22, 1999 in Sebastian, Florida. There are no minor children of this marriage and none are anticipated.

In consideration of the mutual promises contained herein, and of other good valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

**ACKNOWLEDGMENTS & REPRESENTATIONS**

1. Throughout the negotiation, drafting, and execution of this Agreement, the Wife has been represented by Lisa E. Lazan, Esquire, of Green & Metcalf, P.A. The Husband acknowledges that Lisa E. Lazan has not offered any advice or representations to him, and that he is free to select counsel of his own choosing.

a. Each party fully understands the facts and his or her legal rights and obligations, and is signing this Agreement freely and voluntarily, intending to be bound by it.

b. Each party has made a full disclosure to the other as to his or her assets and liabilities and overall financial condition.

c. Each party understands and agrees that this Agreement constitutes the entire agreement between them, and supersedes any prior understandings or agreements between them. There are no representations or warranties between them, other than those set forth in this Agreement.

d. Each party understands that, under the laws of Florida, with respect to the authority and the power of the Courts, under certain conditions, the Court could and may modify the provisions of this Agreement.

**ACKNOWLEDGEMENT OF FAIRNESS OF AGREEMENT**

2. The parties have read this Agreement, have had its terms and consequences explained to them by their respective counsel and they believe and acknowledge this Agreement to be fair, just and reasonable. Each of the parties is acting without coercion or duress, and freely and voluntarily assents to its terms and accepts its conditions, obligations, and mutual agreement.

**EFFECTIVE DATE**

3. The effective date of this agreement is the date of the last signature by the Husband or Wife.

JRC

DSC

Exhibit "1"

SEPARATION AND NON-INTERFERENCE/MUTUAL RESTRAINING ORDER

4. The parties have been separated and living apart since September 5, 2017. The parties wish to remain married. At all times after the execution of this Agreement, Husband and 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 recognizes the right of the other to select his or her place of abode. Each party has the right to conduct any trade, business, or employment they desire. Neither Husband nor Wife shall molest, disturb, or interfere with the other in any manner, nor shall they interfere with the peace or comfort of the other.

UNDIFFERENTIAL SUPPORT

5. The Husband shall pay to the Wife the amount of \$2,500.00 per month commencing on December 1, 2017, and the first day of each and every month thereafter, for 9.5 years, with a total payout of \$285,000.00. All support payments shall be in cash or cash equivalents, and not in property.

FULL AGREEMENT

6. Each party agrees that this Agreement constitutes the entire Agreement between the parties. This Agreement supersedes any prior understanding or agreements between them, whether or not the matters were covered in this Agreement. There exists no representations or warranties other than those set forth herein. The parties acknowledge that this Agreement constitutes a full, complete and final settlement of all alimony rights, property rights, liabilities and other responsibilities between the parties. This Agreement is a 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 expressly provided herein.

FUTURE INDEBTEDNESS

7. Neither party shall incur any indebtedness for which the other party could be liable, except in accordance with any provisions of this Agreement relating thereto.

ADDITIONAL INSTRUMENTS

8. Each party shall promptly execute, acknowledge, and deliver any instruments required to carry out any provisions of this Agreement.

MODIFICATION

9. The provisions of this Agreement shall be modified only by the written consent of both of the parties or by court order.

GOVERNING LAWS AND VENUE

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

MUTUAL RELEASE

11. The Parties intend to settle all aspects of their marital relationship and rights by this Agreement. Except as otherwise provided in this Agreement, the Parties mutually release and forever discharge each other from any and all actions, liabilities, claims, demands, and obligations of any kind or character, both in law and in equity, known or unknown, that either of them ever had, now has, or may have against the other upon or by reason of any matter, cause, or thing up to the effective date of this Agreement. It is the Parties' intent that after the effective date of this Agreement, there shall be, as between them, only those rights and obligations as are specifically provided in this Agreement.

AUTOMOBILES

12. The Wife shall be entitled to retain the 2017 Ford Escape automobile which is and has been in the Wife's possession, and shall indemnify and hold the Husband harmless therefrom. The Husband shall make all payments on the vehicle loan to Ford Credit, in a timely manner, until paid in full. The Ford Escape is, and shall remain in, the Wife's name. The Wife shall pay her own automobile insurance.

13. The Husband shall be entitled to retain the 2015 Ford F-150, which is and has been in the Husband's possession, and shall indemnify and hold the Wife harmless therefrom. The Husband shall be responsible for any debt and insurance payments for the 2015 Ford F-150.

MARITAL RESIDENCE IN VERO BEACH, FLORIDA

14. The parties hereby stipulate and agree that the Wife's residence shall be a marital residence, titled in the Husband and Wife's name jointly, located at 1590 S. 42<sup>nd</sup> Circle, #203, Vero Beach, Fl 32967. The Wife has complete discretion to sell, and if she chooses to do so, shall share half of the net profits with the Husband. The real property is more particularly described as follows:

Unit 5-203 of Laguna of Vero Beach, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 1777, Page 1733, Public Records of Indian River County, Florida and any amendments thereto, together with its undivided share in the common elements.

Tax ID #32392600016000500203.0

MARITAL RESIDENCE IN PALM BAY, FLORIDA

15. The parties hereby stipulate and agree the Husband's residence shall be a marital residence, titled in the Husband's and Wife's name jointly, located at 1013 Celle Avenue NW, Palm Bay, Florida 32907. The Husband has complete discretion to sell, and if he chooses to do so, shall share half the net profits with the Wife. The real property is more particularly describes as follows:

Lots 8 and 9, Block 2509, Port Malabar Unit 48, according to the map or plat thereof, as recorded in Plat Book 22, Page(s) 81-97, Public Records of Brevard County, Florida.  
Tax ID #283626KR02509.0-0008.00

EQUITABLE DISTRIBUTION TO WIFE

16. The Wife is entitled to the entire 401K account at M.A. Ford Manufacturing. Here shall be no withdrawals from or loans against the account. The account currently has a value of \$30,000.00 as of the date of this Agreement. When the funds are withdrawn, if it is found that the account was of lesser value on the date of this Agreement, the Husband shall make up the difference, both principal and interest.

17. The Wife will be entitled to one half (1/2) of the Husband's Employee Stock Option Plan with M.A. Ford. No loans or withdrawals will be made from this plan.

18. The M.A. Ford Credit Union accounts will remain individual accounts, and not joint assets.

MEDICAL BENEFITS

19. The Husband shall keep the Wife covered under his medical, dental and vision plans, until retirement. The Wife shall add the Husband to her medical, dental and vision plans, after the Husband's retirement, if the Wife has a job that provides the benefits.

PROPERTY NOT SPECIFICALLY MENTIONED

20. Except as may be otherwise expressly provided in this Agreement, each of the Parties is and shall continue to be the sole and absolute owner of all real and personal property, whether tangible or intangible, and all interests in such property whether legal, beneficial or equitable, titled separately in his or her name.

21. Each Party will retain his or her own banking and financial accounts, held in each Parties' individual name and/or jointly with another individual.

22. Each Party may purchase, increase, invest and/or reinvest, their own personal property, free from claim and control of the other Party.

AFTER ACQUIRED PROPERTY

23. Any property acquired by either Party after the signing of this Agreement shall be the sole and exclusive property of the Party acquiring it. Each Party waives any property rights in or any future acquisitions by the other.

POWERS OF ATTORNEY

24. Any and all powers of attorney existing between the Parties are hereby terminated.

INHERITANCE RIGHTS

25. The Husband and Wife shall each be the beneficiary of the other's estate, except for any inheritance the Wife may receive from her parents, Ralph and Bernice Pinghera. The Wife's children, Michelle Itken and Joseph Migliore, shall be the beneficiaries of any inheritance from the Wife's parents.

WAIVER OF DISCOVERY RIGHTS

26. The Parties acknowledge and agree that they have voluntarily made full and fair disclosure to each other of all marital assets; therefore, the Parties agree to waive the disclosure requirements of Rule 12.285, Florida Family Law Rules of Procedure, except for the filing of Financial Affidavits.

27. The Parties understand that they have a right to discovery, which includes taking depositions, submitting interrogatories, obtaining documents, requesting admissions, using subpoenas, and obtaining appraisals. They have chosen not to exercise any further right to discovery or conduct any investigation beyond that already performed. The Parties each understand that by failure to engage in discovery either one may not fully appreciate the full extent of the assets and debts of the Parties subject to the court's jurisdiction or the character and value of each asset and debt. This waiver of further discovery does not extend to the right to file, take discovery in, or obtain appropriate relief in, any future motion or proceeding based on any act of fraud or misrepresentation in the identification of assets or liabilities.

ATTORNEYS' FEES AND COSTS

28. Should any Party retain counsel for the purpose of enforcing or preventing the breach of any provision, including, but not limited to, any action for enforcement and/or damages by reason of any alleged breach of this Agreement, for a declaration of the Party's rights or obligations, or any other judicial remedy, the Wife shall be entitled

to be reimbursed by the Husband for all reasonable costs and expenses incurred, including, but not limited to reasonable attorneys; fees and costs for the services rendered to the prevailing Party.

#### INCOME TAX RETURNS

29. The Parties will continue to file all future Federal Income Tax returns jointly.

30. 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 deficiency proceeding or audit is pending or threatened with regard to any such return. In the event that there is an audit or deficiency assessment 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 immediate notice in writing. He or she will also forward copies of all papers received and all documents sent in response. The party whose income or deductions are deemed responsible for the assessment or lien shall pay the assessment or lien, together with interest and penalties, if any, as well as all expenses that may be incurred if that party decides to contest the assessment. The responsible party agrees to indemnify the other party for any loss, injury, expense, or attorney's fees incurred as a result of a lien, audit or assessment. In the event of an audit, each party shall cooperate with the other in providing all relevant information and documents. Each party will execute any forms or documents deemed necessary by the responsible party or his or her tax advisors.

#### TAX BASIS

31. The Parties agree that under Internal Revenue Code section 1041, or the tax principles regarding interspousal division of marital property, the allocation of property between the Parties under this Agreement is not taxable, and the tax basis of each asset allocated under the provisions has not changed and will not change, by reasons of this division. Each Party agrees not to seek a new tax basis for any asset grounded on any such change even though the transaction may otherwise appear to be a bona fide sale.

#### TAX ADVICE

32. The Husband and Wife both acknowledge that both are aware that there may be substantial tax implications involved as a result of their entering into this Agreement. The Husband and Wife both acknowledge that they have had the opportunity to seek counseling or tax advice from a certified public accountant or tax attorney of their choice and that upon signing this agreement they are satisfied with any tax implications or expressly waive their right to seek independent advice or counseling with this regard. Each party hereby agrees to hold the other party harmless from and to indemnify the other party against any loss, damages, expense, or liability including deficiency

assessments, penalties and interest which such party may incur or be subject to by reason of any false, misleading or incomplete statement made, failure or neglect to disclose any income which should have been included, or disclosed or failed to make any statement or furnished any fact or information to perform any act with respect to any joint federal, state, or local tax returns filed or to be filed by the parties or any adjustments or amendments thereto.

ENTIRE AGREEMENT

33. This Agreement is intended to be the final, complete, and exclusive agreement of the Parties on the matters it covers. It supersedes any previous or contemporaneous oral or written agreements between the Parties with respect to these matters. There are no representations, warranties, promises, or agreements with respect to these matters, except as set forth in this Agreement.

AMENDMENTS AND WAIVERS

34. This Agreement may not be amended or terminated except by an instrument in writing, signed by each of the Parties. No failure to exercise and no delay in exercising any right, remedy or power under this Agreement shall operate as a waiver thereof.

BINDING EFFECT

35. This Agreement shall inure to the benefit of, be enforceable by, and be binding on, the Parties and their heirs, personal representatives, assigns and any other successors in interest. The terms of this Agreement shall not benefit any other person or entity, except as specifically enumerated in the Agreement.

ENFORCEMENT BY CONTEMPT

36. All provisions of this Agreement are enforceable by contempt whether or not the Court may interpret it as a non-modifiable Marital Settlement Agreement, the parties desire the Court to use its contempt powers to enforce this Agreement if one of the parties, for whatever reason, desires not to comply with it.

SEVERABILITY

37. If a court holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

INTERPRETATION

38. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. For example, no provision shall be construed in

favor of the Party receiving a benefit or against the Party responsible for any particular language. Section headings are used for reference purposes only and should be ignored in the interpretation of this Agreement.

EXECUTION OF DOCUMENTS

39. Each Party agrees, at the request of the other, to execute and deliver any instrument, furnish any information, and perform any other act reasonably necessary to carry out the provisions of this Agreement without undue delay or expense. Any Party who fails to comply with this Section shall reimburse the other Party for any reasonable expenses, including attorney's fees and court costs that as a result of this failure become reasonably necessary to carry out the terms of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, on the day and year indicated below.

YOU SHOULD READ THIS AGREEMENT CAREFULLY. THIS IS AN IMPORTANT LEGAL DOCUMENT THAT WILL EFFECT YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS NOW AND IN THE FUTURE. PLEASE DO NOT SIGN THIS AGREEMENT UNLESS YOU COMPLETELY UNDERSTAND THE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT AND ARE WILLING TO BE BOUND BY THE AGREEMENT.

[Signature]  
As to Wife Lisa Lazan

[Signature]  
Susan Wardlow

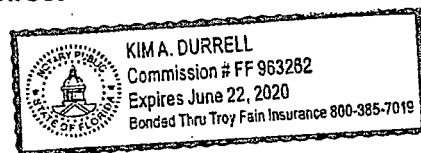
\_\_\_\_\_  
As to Wife

STATE OF FLORIDA  
COUNTY OF Indian River

BEFORE ME personally appeared Susan Wardlow, who is well known to me, or who produced \_\_\_\_\_ as identification, and known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 20 day of December, 2017.

[Signature]  
Notary Public  
My Commission Expires:



YOU SHOULD READ THIS AGREEMENT CAREFULLY. THIS IS AN IMPORTANT LEGAL DOCUMENT THAT WILL EFFECT YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS NOW AND IN THE FUTURE. PLEASE DO NOT SIGN THIS AGREEMENT UNLESS YOU COMPLETELY UNDERSTAND THE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT AND ARE WILLING TO BE BOUND BY THE AGREEMENT.

SUSAN C. WARDLOW  
As to Husband

[Signature]  
Timothy Wardlow

N/A  
As to Husband

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

BEFORE ME personally appeared Timothy Wardlow, who is well known to me, or has produced FD W634-816.47.2556 as identification, and known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 20 day of December, 2017.

[Signature]  
Notary Public  
My Commission Expires

