

IN THE CIRCUIT COURT  
 FOR TUSCALOOSA COUNTY, ALABAMA

DIANNE JONES BENTLEY, )

Plaintiff, )

v. )

ROBERT J. BENTLEY, )

Defendant. )

CASE NO.

DR 2015-900426

AGREEMENT OF THE PARTIES

This Agreement of the Parties is made and entered into this 24th day of September, 2015, by and between *DIANNE JONES BENTLEY* (hereinafter referred to as "Wife") and *ROBERT J. BENTLEY* (hereinafter referred to as "Husband").

WITNESSETH

*WHEREAS*, the parties have been Husband and Wife since to-wit, July 24, 1965; and

*WHEREAS*, in consequence of irreconcilable differences, the parties have separated and are now living separate and apart and intend to live separate and apart for the rest of their lives; and

*WHEREAS*, the parties consider it to be in their best interests to settle between them their respective rights as to property rights, dower rights, inheritance rights, support and maintenance, and all other rights of property otherwise growing either out of the marriage relationship existing between them, and which either of them has or may hereafter have or claim to have to any property of every kind, nature and description, real, personal or mixed, now owned by either of them.

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*NOW, THEREFORE*, in consideration of the mutual covenants and other good and valuable consideration herein expressed, the parties hereto agree as follows:

*INCORPORATION INTO DECREE.*

1. That in the event a Final Judgment of Divorce is entered in this cause, then it is agreed that this Agreement of the Parties shall be incorporated in said decree by reference thereto, subject to the approval of the Court; and it shall be binding and conclusive on the parties.

*EXECUTION OF DOCUMENTS.*

2. Husband and Wife both agree to execute any and all necessary instruments or documents to effect the transfer of any and all property, including real or personal, as may hereinafter be provided for.

*CREDIT.*

3. The parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases that either of them may make after this Agreement of the Parties is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges.

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**WAIVER.**

4. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual, and all other rights by way of dower, homestead, exemption, alimony, or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties do hereby release and discharge the other from any and all control, claims, demands, actions, or causes of action, except as to the obligations imposed by this Agreement of the Parties or by the Court's decree, this being intended as full, final, and complete settlement of the property, marital, and other rights of the parties hereto.

5. Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party except as may be set out by this Agreement of the Parties herein, although they are aware of their rights regarding any such pensions and retirement benefits.

**ENTIRE AGREEMENT.**

6. This Agreement of the Parties contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants, or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character, and value of the other's estate. The law of the state of Alabama shall govern this Agreement of the Parties in all respects.

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*NON-DISCHARGEABILITY*

7. With respect to each party's responsibility for payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

*NON-COMPLIANCE*

8. Should either party incur any expense or legal fees as a result of the breach of any portion of this Agreement of the Parties by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party. No breach, waiver, or default of any of the terms of this Agreement of the Parties shall constitute a waiver of any subsequent breach or default of any of the terms of this Agreement of the Parties.

*SEVERANCE*

9. Should the Court hold that any portion of this Agreement of the Parties is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the Agreement of the Parties or modified as the Court shall order.

*VOLUNTARY EXECUTION*

10. Each party acknowledges that this Agreement of the Parties has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence

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has been used by or against either party in making this Agreement of the Parties. Each party acknowledges that no representation of any kind have been made to him or her as an inducement to enter into this Agreement of the Parties, other than the representations set forth herein.

**MODIFICATION.**

11. A modification or waiver of any of the provisions of this Agreement of the Parties shall be effective only if made in writing and executed with the same formality as this Agreement of the Parties, and approved by the Court, if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this Agreement of the Parties shall not be construed as a waiver of any subsequent default of the same or similar nature.

**PRIOR TAX LIABILITIES.**

12. If in connection with any federal or state income tax returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by the responsible party based upon whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties, and if so, to what extent. Husband and Wife each represent and warrant to the other that all federal income tax returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deductions for those years.

**SURVIVORSHIP AND BENEFICIARIES.**

13. In the event either party inadvertently fails to execute and submit change of beneficiary forms or terminate and/or cancel any survivorship clauses relating to any real or

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personal property documents, life insurance policies, annuities, stocks, bonds, and any and all other types of policies, account or contracts of any kind whatsoever, this Agreement of the Parties shall be accepted as a change of beneficiary form, deleting the other party herein; or this Agreement of the Parties shall be accepted and/or substituted for the execution of any necessary forms or documents for the termination of survivorship clauses on any jointly-owned property, insurance policies, annuities, accounts, contracts, stocks, bonds, etc., except as to real and personal property, insurance policies, annuities and/or contracts which have been hereinabove addressed and/or divided under the terms and provisions of this Agreement of the Parties.

**REAL PROPERTY.**

14. **Marital residence.** Husband shall receive sole title to the real property located at 11 Ridgeland, Tuscaloosa, AL 35406, including the lots. Husband shall be solely responsible for the payment of both outstanding indebtednesses associated with said real property, the ad valorem taxes and the homeowners insurance, and shall indemnify Wife and hold her harmless from any loss in connection therewith. Within thirty (30) days of the entry of a Final Judgment of Divorce, Husband shall have Wife's name removed in writing from both indebtednesses by the mortgagees or shall refinance both indebtednesses associated with said residence removing Wife's name therefrom. Upon either of the above contingencies occurring, Wife shall execute a Quit Claim Deed conveying all of her right, title and interest in said property to Husband within thirty (30) days of said event. Wife shall have the right to reside in said residence through December 2017. During said period that Wife lives at 11 Ridgeland, she shall be solely

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responsible for the payment of all utilities and routine maintenance associated with said residence. Husband shall forward to Wife forthwith any bills related to utilities associated with 11 Ridgeland.

15. *Gulf Shores property.* Wife shall receive sole title to and possession of the Gulf Shores beach house located at 8984 Pompano Way and the beach house located at 8859 Pompano Way, Gulf Shores, Alabama, and Husband is divested of all right, title and interest therein. Husband shall execute appropriate deeds conveying his interest in said properties to Wife within thirty (30) days of the entry of a Final Judgment of Divorce. Husband represents that both properties are free and clear of any indebtedness. Husband shall forward to Wife forthwith any notices for homeowners insurance and ad valorem tax notices associated with said beach houses.

16. *Old homeplace.* Husband shall receive sole title to and possession of the Bentley old homeplace and real estate located in Shelby County, Alabama, and Wife is divested of all right, title and interest therein. Wife shall execute a Quit Claim Deed conveying all or her right, title and interest in said property to Husband within thirty (30) days of the entry of a Final Judgment of Divorce.

**HOUSEHOLD FURNITURE AND FURNISHINGS.**

17. Wife is awarded all right, title and interest in and to the household furniture, furnishings, goods, equipment, accessories, and supplies located at or in the real property at 11 Ridgeland, Tuscaloosa, AL 35406 and the Gulf Shores beach houses, with the exception of the following items which shall be awarded to Husband and Wife is divested of any interest therein:

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....Husband's parent's bed

....Husband's tools located at 11 Ridgeland

....All governor and state memorabilia

....A reasonable share of family photographs, videos, and DVDs (to be copied by Wife at Husband's expenses)

....Husband's office furniture and furnishings at 11 Ridgeland, including the piano

....The outside pool and patio furniture at 11 Ridgeland

....A reasonable share of kitchen items, including some dishes, utensils, glassware and pots and pans to be selected by Wife

18. Husband is awarded all right, title and interest in and to the parties' personal furniture, furnishings, goods, equipment, accessories, and supplies located at or in the real property at 1142 S. Perry Street, Montgomery, AL 361040, and Wife is divested of all interest therein except Wife is awarded sole title to and possession of the chest of drawers and desk given to her by her Aunt Dot.

**AUTOMOBILES AND LAWNMOWER.**

19. Wife is awarded sole title to and possession of the 2011 Ford Explorer, and Husband is divested of all right, title and interest therein. Within thirty (30) days of the entry of a Final Judgment of Divorce, Husband shall sign and deliver to Wife the title to said vehicle free and clear of any indebtedness and a Bill of Sale.

20. Husband is awarded sole title to and possession of the 2015 GMC Sierra, and Wife is divested of all right, title and interest therein. Husband shall pay any indebtedness



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associated with said automobile, and shall indemnify Wife and hold her harmless from any loss in connection therewith.

21. Husband is awarded sole title to and possession of the zero radius mower, and Wife is divested of all right, title and interest therein. Husband shall pay any indebtedness associated with said lawnmower, and shall indemnify Wife and hold her harmless from any loss in connection therewith.

**BANK ACCOUNTS, CREDIT CARD CHARGES AND AUTOMATIC DRAFTS.**

22. Wife is awarded sole title to the parties' joint Regions bank account ending in [REDACTED], and Husband is divested of any interest therein. Husband shall sign all documents necessary to transfer all of his interest in said account to Wife within thirty (30) days of the entry of a Final Judgment of Divorce. Wife shall pay the contractor's costs for repairs that have been made to 11 Ridgeland and the credit card charges that Wife has made prior to the date of the execution of this Agreement. Husband shall pay all credit card charges made by him prior to the execution of this Agreement. Husband shall forthwith remove from said account all automatic drafts that are related to assets he owns or is receiving as a part of this Agreement, including, but not limited to, the automatic draft for the Kubota tractor, the state employee SEIB premium, and the five (5) \$50 drafts for the grandchildren's accounts. This account shall be closed at the Wife's election.

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INVESTMENT ACCOUNTS

23. Wife is awarded sole title to the parties' Fidelity investment account ending [REDACTED], and Husband is divested of any interest therein. Husband shall sign all documents necessary to transfer said account to Wife within thirty (30) days of the entry of a Final Judgment of Divorce.

RETIREMENT

24. Husband and Wife are each awarded fifty percent (50%) of Husband's Fidelity IRA ending [REDACTED]. In the event that a Qualified Domestic Relations Order is not necessary in order to transfer said fifty percent (50%) of Husband's IRA to Wife, the parties agree as follows: Wife is awarded fifty percent (50%) of Husband's Individual Retirement Account with Fidelity ending [REDACTED] as of the date of the execution of this Agreement, adjusted so as to account for earnings, gains, losses, if any, thereon from said date to date of actual transfer. The foregoing award shall be implemented by a transfer of funds direct from the IRA of Husband to a Fidelity IRA established in Wife's name being account [REDACTED] in accord with 26 USC § 408 (d)(6). Husband shall promptly and properly execute and furnish to Wife such transfer documents, forms, letters of instructions, authorizations, consents, and similar instructions as may be needed to implement the aforesaid award. The Court shall retain jurisdiction to enter such supplemental Orders as may be necessary, including a Qualified Domestic Relations Order, as necessary, to effectuate the award herein made to Wife. It is the intent of the parties that this shall be a tax free

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trusted to trustee transfer and not a distribution. Husband shall have no liability for any taxes or costs associated with this transfer.

**LIFE INSURANCE.**

25. Wife shall have sole ownership of the Northwestern Mutual life insurance policy with a policy number ending [REDACTED]. Husband shall take all steps necessary to transfer ownership of same to Wife forthwith. Wife shall be entitled to the full amount of said policy's cash value and shall receive all dividends generated by the policy, including the 2015 dividends.

26. Husband shall have sole ownership of the Northwestern Mutual life insurance policy with a policy number ending [REDACTED]. Husband shall be entitled to the full amount of said policy's cash value and shall receive all dividends generated by the policy, including the 2015 dividends. Husband shall, however, borrow Ninety-Two Thousand Dollars (\$92,000) from the loan value of said policy and shall pay said amount to Wife within thirty (30) days of the entry of a Final Judgment of Divorce as a portion of the property settlement herein.

**MISCELLANEOUS PERSONAL PROPERTY.**

27. The Tide Pride membership and tickets are awarded to Husband. Husband agrees to transfer said Tide Pride membership and tickets to the parties' adult son, Luke, within thirty (30) days of the entry of a Final Judgment of Divorce, if said transfer is possible.

28. Wife is awarded sole title to and possession of her jewelry.

29. Husband is awarded sole title to and possession of his firearms.

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**OTHER PROPERTY.**

30. All items of personal or real property currently in Wife's name or belonging solely to her (except as specifically referred to herein), including without limitation, cash, financial accounts, clothing, jewelry, clothing accessories, stocks, bonds or other securities, retirement plans, individual retirement accounts, business interests, partnerships, insurance policies, books, and the like, shall be her sole property, and Husband renounces any interest that he may have therein.

31. All items of personal or real property currently in Husband's name or belonging solely to him (except as specifically referred to herein), including without limitation, cash, financial accounts, clothing, jewelry, clothing accessories, stocks, bonds or other securities, retirement plans, individual retirement accounts, business interests, partnerships, insurance policies, books, and the like, shall be his sole property, and Wife renounces any interest that she may have therein.

**ALIMONY.**

32. Husband shall pay to Wife the sum of Seven Hundred Fifty Dollars (\$750) per month as periodic alimony, said payments to begin on the first day of the first month following the entry of a Final Judgment of Divorce in this cause, and to be due and payable on or before the first day of each month thereafter until the death of either party, the remarriage of Wife, or the occurrence of events consistent with the provisions of Section 30-2-55, *Code of Alabama* (1975), as amended, whichever event shall first occur. In the event that the entry of a Final Judgment of Divorce in this cause results in an increase in Wife's social security benefits, then Husband's

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alimony obligation to Wife shall be reduced dollar for dollar but in no event shall Husband's alimony obligation to Wife be less than Four Hundred Fifty Dollars (\$450) per month.

INDEBTEDNESS.


33. Except as otherwise provided herein, each party shall assume and pay his or her individual debts and shall indemnify and hold the other party harmless from any loss in connection therewith.

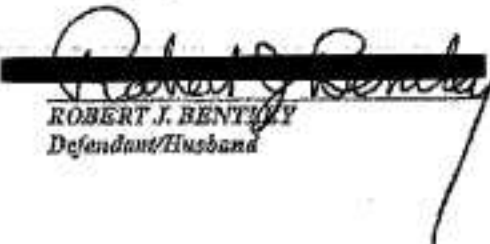
ATTORNEY'S FEES AND COURT COSTS.

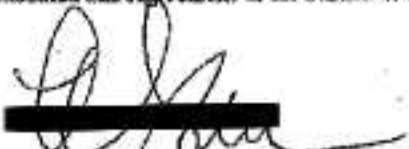
34. Husband shall pay to Wife the sum of Twenty Thousand Dollars (\$20,000) as a contribution to Wife's total attorney's fees for the use and benefit of her attorney of record, L. Stephen Wright, Jr., for his services rendered to her in this cause, said sum to be paid direct by Husband to Wife's attorney of record at his offices in Birmingham, Alabama within forty-five (45) days of the entry of a Final Judgment of Divorce.

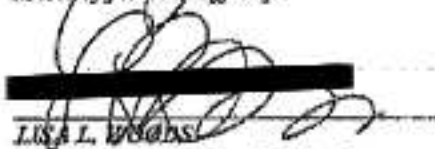
35. Court costs shall be taxed as paid.

*IN WITNESS WHEREOF*, the parties have executed this Agreement of the Parties as of the date first written above.

  
 DIANNE JONES BENTLEY  
 Plaintiff/Wife

  
 ROBERT J. BENTLEY  
 Defendant/Husband

  
 L. STEPHEN WRIGHT, JR.  
 Attorney for Plaintiff/Wife

  
 LISA L. WACHS  
 Attorney for Defendant/Husband