

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. **FMCE17010252** DIVISION: **44** JUDGE: **Wigand, Christopher (44)**

Eric A Willner

Plaintiff(s) / Petitioner(s)

v.

Tammy L Willner

Defendant(s) / Respondent(s)

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FINAL ORDER DENYING FORMER WIFE’S MOTION TO CLARIFY THE MARITAL SETTLEMENT AGREEMENT AND FINAL JUDGMENT OR IN THE EVENT THAT THE MATERIAL PROVISIONS IN THE MARITAL SETTLEMENT AGREEMENT CANNOT BE CLARIFIED TO SET ASIDE THE MARITAL SETTLEMENT AGREEMENT

THIS CAUSE having come before the Court on March 17, 2025 on the Former Wife’s Motion to Clarify the Marital Settlement Agreement and Final Judgment or in the Event that the Material Provisions in the Marital Settlement Agreement Cannot be Clarified to Set Aside the Marital Settlement Agreement; the Court having heard and considered the testimony of the parties and the expert witness of the Former Wife; the Court having considered the evidence presented; the Court having reviewed the relevant pleadings, the Court having heard the arguments of counsel for the parties; and the Court being fully advised in the premises, the Court finds as follows:

1. The parties attended mediation, represented by counsel, on August 29, 2018 and signed a document entitled “Term Sheet”, which was incorporated into the Marital Settlement Agreement signed by the parties on May 8, 2019, which in turn was incorporated into and made a part of the Final Judgment dissolving the marriage of the parties on November 3, 2021.

2. The Term Sheet dealt with the equitable distribution of four (4) parcels of real property that were titled in the names of one or both parties or were in the name of business entities controlled and managed by one of the parties as of the date of mediation.

3. The Former Wife’s Motion herein alleged that the Term Sheet was not enforceable due to errors,

omissions, or ambiguities in the document. The Court received parole evidence as to what the parties intended the Term Sheet to say to the extent that it was not clear as to the disposition of the four properties.

4. The Court finds that the use of the word “foreclosed” in the term sheet was referring to properties in connection with which complaints to foreclose mortgages on the properties had been filed and pending as of the date of the mediation.

5. The Court finds that the Term Sheet, while perhaps not as artfully written as clearly as it could have, expressed the intent of the parties as follows:

A. The Husband is to receive 100% fee simple title ownership of all four properties.

B. The Wife is to receive \$150,000.00 in exchange for relinquishing any legal or equitable ownership interest in title to the four properties, whereby the \$150,000.00 was reduced to an enforceable Promissory Note and secured by a Mortgage on the Bay Colony property, both signed by Eric Willner individually and as manager of the entity holding title and

6. The implementation of the parties’ intention is as follows:

A. In connection with the “Seneca” property, legally described as:

Lot 11, Block E, Sea Ranch Lakes, a Subdivision, according to the Plat thereof recorded in Plat Book 40, Page 29, of the Public Records of Broward County, Florida

if the bank holding the mortgage on the property waived any deficiency judgment against the Wife, any monies received from the sale or foreclosure of the property belong solely to the Husband and the title to the property is solely in the name of the Husband, and shall be his sole and separate property.

B. Title to the 59th St property, legally described as:

Lot 6, Block 9, the Landings Second Section, according to the Plat thereof, as recorded in Plat Book 56, Page 37, of the Public Records of Broward County, Florida,

Also known as 3110 NE 59th Street, Fort Lauderdale, Florida 33308

is solely in the name of the Husband, and shall be his sole and separate property.

C. The parties are each responsible for one half of the debts, in existence as of August 29, 2018 the date of the term sheet, on the Seneca and 59th St. properties. Husband is solely responsible

for any debts on the Seneca and 59th Street properties after August 29, 2018. The issue of responsibility for the code violations on the Seneca property will be heard pursuant to the Husband’s motion at a subsequent hearing.

D. The Bay Colony property, legally described as:

Unit No. 6439-1 in Building 15 of Bay Colony Club Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 5294 Page 371 of the Public Records of Broward County Florida

is titled in the name of 6439 Bay Club Drive LLC, which is owned by the Husband and shall remain the sole and separate property of the Husband subject to the Mortgage held by Tammy Willner as set forth above in Paragraph 5.B.

E. The Pt Ste Lucie property, legally described as:

Lot 11, Block 373, Port St. Lucie Section Thirteen, according to the plat thereof, recorded in Plat Book 13, page(s) 4, 4A through 4M, inclusive, of the Public Records of St Lucie County Florida

is titled In the sole name of the Husband and shall remain as his sole and separate property.

it is thereupon,

ORDERED AND ADJUDGED :

1. The Former Wife’s Motion to Clarify the Marital Settlement Agreement and Final Judgment or in the Event that the Material Provisions in the Marital Settlement Agreement Cannot be Clarified to Set Aside the Marital Settlement Agreement is hereby granted in part and denied as set forth in pages one (1) through four (4) of this order.

DONE AND ORDERED in Chambers at Broward County, Florida on 31st day of March, 2025.

 FMCE17010252 03-31-2025 11:18 AM

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Hon. Christopher Wigand
CIRCUIT COURT JUDGE
Electronically Signed by Christopher Wigand

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