

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
OF THE STATE OF FLORIDA, IN AND FOR PINELLAS COUNTY  
FAMILY LAW DIVISION  
CASE NO. 07-DR-013355 FD-014

IN RE: THE MARRIAGE OF  
LINDA MARIE BOLLEA,

Petitioner/Wife,

and

TERRY GENE BOLLEA,

Respondent/Husband.

FILED  
CML COURT REG. DEPT  
2008 JUN 20 AM 9:45  
KERRY BURKE  
CLERK OF CIRCUIT COURT

**MOTION TO WITHDRAW FROM STIPULATION AS TO LAS VEGAS  
CONDOMINIUM CONTRACT AND RELATED MATTERS SIGNED  
ON APRIL 22, 2008 AND TO SET ASIDE ORDER APPROVING STIPULATION  
AS TO LAS VEGAS CONDOMINIUM CONTRACT AND FOR RELATED MATTERS  
ENTERED ON APRIL 22, 2008, DUE TO NEWLY DISCOVERED EVIDENCE**

The Husband, TERRY GENE BOLLEA, by and through his undersigned attorney, files this his Motion to Withdraw From Stipulation as to Las Vegas Condominium Contract and Related Matters signed on April 22, 2008 and to Set Aside Order Approving Stipulation as to Las Vegas Condominium Contract and For Related Matters Entered on April 22, 2008, Due to Newly Discovered Evidence, and as grounds therefor states as follows:

1. On July 16, 2005, the parties, LINDA BOLLEA and TERRY BOLLEA, signed a contract to purchase a condominium located at Las Vegas, Nevada, for a purchase price of \$4,200,000.00, and at that time, they made a deposit of \$840,000.00. Copies of the Condominium Unit Purchase and Sale Agreement and supporting documents are attached hereto as Composite Exhibit "A".

2. At the time of entering into the contract to purchase said condominium, the parties were living together and Husband's career was in tact. Further, the economy was stable.

3. When Husband entered into the Stipulation as to Las Vegas Condominium Contract and Related Matters on April 22, 2008, wherein he agreed to close on the aforesaid condominium purchase, Husband had to rely on an appraisal obtained by Wife's attorney, since the appraiser Husband had hired, with the promise of an appraisal no later than April 5, 2008, had not returned an appraisal despite the fact she had been paid in full for her services. A copy of Wife's Individual Condominium Unit Appraisal Report is attached hereto as Exhibit "B".

3. On May 28, 2008, Husband's attorney finally received Husband's appraiser's report on the value of the aforesaid condominium and sent a copy of said appraisal to Wife's attorney the following day. Copies of Husband's Individual Condominium Unit Appraisal Report, along with an e-mail from the appraiser and transmittal letter to Wife's attorney are attached hereto as Composite Exhibit "C".

4. Husband's appraiser found the aforesaid condominium to be valued at a price exactly \$1,000,000.00 less than the opinion of Wife's appraiser.

5. Husband has carefully considered the parties' present financial circumstances, the fact that the parties are getting divorced, and the fact that the economy is unstable, and he believes that although the parties may lose their very substantial down payment, it is irresponsible to expend the funds necessary to close on the aforesaid condominium. Husband further believes that such an expenditure could well be considered a waste of marital assets.

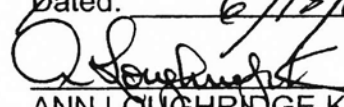
6. In view of Husband's present financial circumstances and legal commitments, Husband does not view the purchase of a luxury condominium to be appropriate or warranted. Further, Husband would prefer to marshal assets for future concerns as opposed to being required to make a purchase of a condominium that newly discovered evidence suggests is a waste of marital assets. Husband believes the parties' Stipulation as to Las Vegas Condominium Contract and Related Matters should be withdrawn and the Order Approving Stipulation as to Las Vegas Condominium Contract and For Related Matters should be set aside.

WHEREFORE, Husband prays that this Court grant this his Motion to Withdraw From Stipulation as to Las Vegas Condominium Contract and Related Matters signed on April 22, 2008 and to Set Aside Order Approving Stipulation as to Las Vegas Condominium Contract and for Related Matters Entered on April 22, 2008, Due to Newly Discovered Evidence, and find that the parties should not be forced to purchase said Las Vegas Condominium, and for such other and further relief as this Court deems appropriate.



TERRY GENE BOLLEA

Dated: 6/18/08



ANN LOUGHRIDGE KERR, ESQUIRE  
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SPN No. 00041893  
Attorney for Husband

I HEREBY CERTIFY that a copy of the foregoing has been furnished to A. J. BARRANCO, JR., ESQUIRE, Barranco & Kircher, P.A., Suite 1400 Museum Tower, 150 West Flagler Street, Miami, Florida 33130-1783 and O. STEPHEN THACKER, ESQUIRE, Thacker & Smitherman, 407 South Ewing Avenue, Clearwater, Florida 33756, by FAX and US Mail, this 19<sup>th</sup> day of June, 2008.

  
ANN LOUGHRIDGE KERR, ESQUIRE

TMZ