Third District Court of Appeal

State of Florida

Opinion filed September 11, 2019.
Not final until disposition of timely filed motion for rehearing.

No. 3D18-898
Lower Tribunal No. 16-1321

Jesus A. Rios,
Appellant,

vs.

Maribel Quiala,
Appellee.

An Appeal from the Circuit Court for Miami-Dade County, Sarah I. Zabel, Judge.

Law Offices of Perez-Ceballos, and Raul Perez-Ceballos, for appellant.

Simon Schindler & Sandberg LLP, Neal L. Sandberg and Sherryll Martens Dunaj, for appellee.

Before SALTER, MILLER and GORDO, JJ.

GORDO, J.

Jesus Rios ("the Husband") appeals the lower court's Order Granting Respondent's Motion for Partial Summary Judgment and the later Final Judgment of Dissolution of Marriage rendered in favor of Maribel Quiala ("the Wife"). We affirm.

The Husband petitioned for dissolution of marriage seeking equitable distribution of marital assets and a partition of the couple's Miami Beach property ("the Property") in 2014. In 2004, the Husband signed and delivered a quitclaim deed to the Wife receiving $80,000 in consideration for his right, title and interest in the Property, including his equitable rights and future profits. The quitclaim deed was executed contemporaneously with a written agreement signed by the parties, which memorialized the Husband's receipt of $80,000 in exchange for his interest in the Property. The Husband cashed-out his interest in the marital home because he wished to use the money for his own separate purposes such as investing in the stock market.

In seeking equitable distribution and a partition of the Property, the Husband asserted the residence was still marital property. The Wife contended the contract extinguished any claim by the Husband in the Property, and she was thus the sole owner of the Property and entitled to unequal equitable distribution. The Wife filed a Motion for Partial Summary Judgment and Amended Affidavit along with the quitclaim deed, check for $80,000 and the written agreement by the parties. The

Husband filed a Motion in Opposition to Partial Summary Judgment and an Amended Affidavit wherein he acknowledged signing the quitclaim deed and receiving $80,000 in exchange for his interest in the Property.

After considering the evidence in the record and conducting a hearing on the partial summary judgment motion, the trial court ruled the transaction was a clear and unambiguous enforceable contract. The court found there were no genuine issues of material fact as to any of the following: (1) the Husband executed and delivered a quitclaim deed to the Wife conveying his entire interest in the Property, (2) the Wife paid the Husband $80,000, which was evidenced and acknowledged by the notarized written agreement, and (3) after the conveyance the Wife maintained the Property exclusively from her own earnings. The trial court granted the Wife's motion.

Thereafter, the case proceeded to a day-long trial. The court entered Final Judgment of Dissolution of Marriage and incorporated its summary judgment order transferring all of the Husband's interest in the Property to the Wife. This appeal followed.

We review the trial court's ruling on the motion for partial summary judgment de novo. Volusia Cty. v. Aberdeen at Ormond Beach, L.P., 760 So. 2d 126, 130 (Fla. 2000). Based on the record before us, we conclude Appellant has failed to meet

his burden of establishing there remained any genuine issues of material fact regarding the contract.

The record reveals the trial court appropriately evaluated the evidence in light of applicable contract law. See Boyle v. Schmitt, 552 So. 2d 1158, 1160 (Fla. 3d DCA 1989) ("[G]eneral principles of contract law apply to contracts between spouses . . . ."). "The law is well established that two or more documents executed by the same parties, at or near the same time, and concerning the same transaction or subject matter are generally construed together as a single contract." Citicorp Real Estate, Inc. v. Ameripalms 6B GP, Inc., 633 So. 2d 47, 49 (Fla. 3d DCA 1994) (citations omitted). "Where contracts are clear and unambiguous, they should be construed as written, and the court can give them no other meaning." Gulliver Sch., Inc. v. Snay, 137 So. 3d 1045, 1047 (Fla. 3d DCA 2014) (quoting Khosrow Maleki, P.A. v. M.A. Hajianpour, M.D., P.A., 771 So. 2d 628, 631 (Fla. 4th DCA 2000)). Courts "may not substitute their judgment for that of the parties in order to relieve one from an alleged hardship of an improvident bargain." Int'l Expositions, Inc. v. City of Miami Beach, 274 So. 2d 29, 30–31 (Fla. 3d DCA 1973).

Moreover, we find no basis to conclude the trial court committed reversible error as to its entry of final judgment following a one-day trial on the remaining issues in dispute. "The trial court's order comes to us clothed with a presumption of correctness, and Appellant has failed to overcome this presumption or establish any

error of law apparent on the face of the final judgment." Alvarado v. Dep't of Revenue ex rel. Alvarado, 194 So. 3d 544, 545 n.2 (Fla. 3d DCA 2016) (citations omitted). While the Husband argues the trial record lacked competent, substantial evidence to support the trial court's findings, the Husband has failed to furnish a transcript of the trial proceedings for our review. "Without a record of the trial proceedings, [we] can not properly resolve the underlying factual issues so as to conclude that the trial court's judgment is not supported by the evidence . . . ." Applegate v. Barnett Bank of Tallahassee, 377 So. 2d 1150, 1152 (Fla. 1979).

Affirmed.