IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2002 NOV -8 PM 2:26
RICHARD R. ROOKER, CLERK
D.C.

BONITA KAY DAVIS,)
)
Plaintiff,)
)
v.) No. 01D-2821
)
JEFFREY EUGENE DAVIS,)
)
Defendant.)

Davidson County DEEDDIV
Recvd: 01/07/03 15:54 22pgs
Fees:112.00 Taxes:0.00
20030107-0002968

FINAL DECREE

This cause came to be heard on the 8th day of November, 2002, before the Honorable Marietta Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, upon Wife's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement which provides for division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; the Parenting Plan which provides for custody and support of the parties' minor child, upon all of the pleadings and upon the testimony of Wife and statements of counsel, from all of which the Court affirmatively found that the allegations of Wife's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Wife to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the settlement of property rights between themselves and made adequate and sufficient provision for custody and maintenance of the parties' minor child; that the Marital Dissolution Agreement and Parenting Plan should be approved; and that the [ninety] day waiting period, as required by statute, has elapsed.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Wife, Bonita Kay Davis, be, and hereby is, awarded an absolute divorce from the Husband on the grounds of irreconcilable differences, that the parties be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement and Parenting Plan heretofore executed between the parties are hereby approved by the Court, and are hereby made a specific order and decree of the Court, which Agreement and Parenting Plan are in words and figures as follows:

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RICHARD R. ROOKER, CLERK

D.C.

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BONITA KAY DAVIS	)	
	)	
Plaintiff,	)	
	)	
v.	)	**Docket No. 01D-2821**
	)	
JEFFREY EUGENE DAVIS	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Second Circuit Court, Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Wife against Husband, under Docket No. 01D-2821.

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement and tender the same to the Court for approval, in the event a Decree of Divorce is granted in this cause; and

WHEREAS, both these parties are aware of their respective rights and responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

I.

The consideration for this Agreement is the mutual promises and agreements herein contained.

II.

NO INTERFERENCE

Each party shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

III.

TAX EXEMPT STATUS

This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not sale or exchange or other disposition, but represents a division of property by co-owners.

IV.

ALIMONY

Husband will pay alimony in solido in the amount of $30,600.00, as follows: the first 12 months, the sum of $950.00 per month; the second 12 months $850.00 per month; and the third 12 months, $750.00 per month.

V.

CHILD CUSTODY, VISITATION AND SUPPORT

Custody of the children, visitation, and support, are dealt with in the Parenting Plan.

VI.

TRIAL

Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

VII.

HOUSEHOLD FURNITURE AND OTHER PERSONAL PROPERTY

Husband shall be awarded the personal property located in his room, with the exception of two antique radios. Items he will receive include the couch, television, desk, filing cabinet, gun safe, computer, computer desk, a variety of mounted animals, hunting and fishing gear, CDs, video camera, and the antique boot scraper. In addition, Husband shall be allowed to remove some of the planted flowers outside the marital residence that came from his grandparents' farm.

Wife shall be awarded all the remaining personal property located in the marital residence.

VIII.

AUTOMOBILES

Wife shall be awarded the 1998 Oldsmobile Intrigue. She shall assume and pay the outstanding indebtedness thereon to Virginia Credit Services and agrees to hold Husband harmless from any liability thereon.

Husband shall be awarded the 1993 Nissan Pickup Truck, VIN: 1N6HD16Y2PC330304, which is unencumbered.

IX.

PSLs

Husband shall be awarded the parties' PSLs which have an approximate value of $3,000.00. In the event Husband is unable to attend a game, Wife shall have the right of first refusal during the parties' child's minority.

X.

BOAT

Husband shall be awarded the 1988 Dynatrack Boat, which has an approximate value of $1,000.00.

XI.

REAL PROPERTY

Wife shall be awarded all right, title and interest in the real property of the parties located at 365 Fairlane Drive, Nashville, TN 37211, Map/Parcel No: 147-96-0-151.00, which is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 217 on the Map of Fairlane Park, Section III, of record in Book 2331, Page 145 and Page 146, Register's Office for said county, to which reference is made for a more complete description.
>
> Being the same property conveyed to Jeffrey E. Davis and wife, Bonita K. Davis, by deed from Wendell E. Nicholson and wife, Margaret B. Nicholson, dated February 29, 1984, and of record in Book 6240, Page 262, Register's Office for Davidson County, Tennessee.

All right, title and interest of Husband in said real property is hereby divested out of Husband and reinvested solely in Wife.

Wife agrees to assume and pay the outstanding first and second mortgages owing thereon to Bank of America, Account No: 61 9910 055918, and Credit Line and Account No: 613240122747, and to hold Husband harmless from any liability thereon. Both parties are in agreement that in the event Wife defaults on the monthly payments, Husband will be allowed to petition the court for the real property to be sold.

XII.
ING ACCOUNT

The ING Account will be divided equally between the parties. The parties shall enter into a Qualified Domestic Relations Order which shall be prepared by Husband's attorney upon approval of this Agreement by the Court.

XIII.
DEBTS

Husband and Wife shall pay off the following debts from the proceeds of the sale of the life insurance policies identified in paragraph **XVI.** below. Any proceeds remaining after the life insurance policies listed in paragraph **XVI.** below are cashed out and used to pay off the debts listed in this paragraph, those proceeds shall be divided in accordance with the provisions of paragraph **XVI.** below. The debts that the Husband and Wife shall pay off are:

1. Dillard's
2. Hecht's
3. BP/Amoco, Account No. 021-226-833-8
4. First Card Visa, Account No. 4366-1330-5557-9378
5. Chase Platinum Visa, Account No. 4305-8736-5002-5251
6. Bank of America Visa, Account No. 4319-0400-0104-4001
7. Texaco, Account No. 33-142-5565-8

XIV.
PENSION

Husband shall be awarded his pension plan/deferred compensation with Metro Government to the exclusion of Wife.

XV.
LONGEVITY CHECK

Wife shall receive fifty percent (50%) of Husband's longevity check received by Husband in December of each year until the parties' minor child graduates or should have graduated from high school.

XVI.
LIFE INSURANCE

The parties will cash in the following life insurance policies and will pay the above debts listed in paragraph **XIII.** above.

1. New York Life Insurance Company
   Insured: Jeffrey E. Davis
   Policy No. 40 538 343

2. New York Life Insurance Company
   Insured: Jeffrey E. Davis
   Policy No. 43 650 165

3. New York Life Insurance Company
Insured: Bonita K. Davis
Policy No: 38 977 384

4. New York Life Insurance Company
Insured: Bonita K. Davis
Policy No: 41 993 509

The remainder will be equally divided between the parties. Husband will provide notice to Wife as to which insurance policies are cashed in and provide copies of the same to her.

XVII.

ENFORCEMENT PROVISIONS

In the event that either party has to petition the Court for enforcement of any of the provisions of this Agreement, then the party at fault, as determined by the Court, shall be responsible for reasonable attorney's fees, expenses and court costs and enforcement of the same.

XVIII.

ACCEPTANCE BY THE PARTIES

With respect to each parties' responsibility for payment of certain debts and liabilities and their obligations to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 U.S.C. §523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not part of the property settlement. The division of property is set forth elsewhere in this Marital Dissolution Agreement.

XIX.

VOLUNTARY ACCEPTANCE

Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

XX.

ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

XXI.

ADDITIONAL INSTRUMENTS

Both parties agree to sign any and all deeds, titles, documents or instruments necessary to

carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

XXII.

DISCLOSURES

Each of the parties hereby warrants and represents to the other that there are no undisclosed outstanding obligations or liabilities contracted by him or her for which the other is responsible, and each does hereby save the other harmless from any such obligation or liability and to indemnify the other for any costs which he or she may incur in connection therewith, including reasonable attorney's fees.

XXIII.

COURT COSTS

Husband will pay all court costs for which let execution issue, if necessary.

XXIV.

ATTORNEY FEES

The parties will be responsible for their own attorney's fees. D. Scott Parsley represents Wife. Fred C. Dance represents Husband.

XXV.

WAIVER OF SERVICE

Husband, by signing this Marital Dissolution Agreement, waives further service and waives filing an answer to the Complaint, in accordance with Tennessee Code Annotated § 36-4-103(a)(2).

Witness our hands, this _____ day of _____, 2002, as to the Wife, and the _____ day of _____, 2002, as to the Husband.

Bonita K Davis

Bonita Kay Davis

BONITA KAY DAVIS

Jeffrey E Davis

JEFFREY EUGENE DAVIS

Jeffrey E Davis

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **BONITA KAY DAVIS**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 16 day of September, 2002.

Linda Alexander
NOTARY PUBLIC

My Commission Expires: COMMISSION EXPIRES: 7-26-2003

STATE OF TENNESSEE)
COUNTY OF ~~DAVIDSON~~ Williamson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **JEFFREY EUGENE DAVIS**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at ~~Nashville~~ Franklin, Tennessee, this 1st day of OCTOBER, 2002.

Lisa P. Overton
NOTARY PUBLIC

My Commission Expires: 11-29-2003

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IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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RICHARD R. ROOKER, CLERK

BONITA KAY DAVIS	)	Case No. 01D-2821
	)	
	)	**PARENTING PLAN** D.C.
	)	
v.	)	[ ] Proposed (**PPP**)
	)	
	)	[X] Final Order (**FPP**)
JEFFREY EUGENE DAVIS	)	

PARENTING PLAN

This Parenting Plan is:

[X] the Final Parenting Plan signed by the court pursuant to a decree of dissolution entered on _____.

[ ] the Final Parenting Plan signed by the court pursuant to a decree of dissolution entered on _____, which modifies a previous parenting plan or custody decree.

[ ] proposed by _____.

I. GENERAL INFORMATION

This Parenting Plan applies to the following children:

Name	Birthdate	Social Security No.
Clayton Eugene Davis	**5/31/85**	[redacted]-3530

II. RESIDENTIAL SCHEDULE

These provisions set forth where the child(ren) shall reside each day of the year and what contact the child(ren) shall have with each parent.

2.1 PRE-SCHOOL SCHEDULE.

[ ] There are no children of preschool age.

[ ] Prior to enrollment in school, the child(ren) shall reside with the [ ] mother [ ] father, except for the following days and times when the child(ren) will reside with or be with the other parent.

From: _____ to _____
(Day/Time) (Day/Time)

[ ] every week
[ ] every other week
[ ] the first and third week of the month
[ ] the second and fourth week of the month
[ ] other: _____

and from: _____ to _____
(Day/Time) (Day/Time)

[ ] every week
[ ] every other week
[ ] the first and third week of the month
[ ] the second and fourth week of the month
[ ] other: _____

2.2 SCHOOL SCHEDULE

Upon enrollment in school, the child(ren) shall reside with the [X] mother [ ] father, except for the following days and times when the child(ren) will reside with or be with the other parent:

From: **6:00 p.m. Friday** to **6:00 p.m. Sunday**
(Day/Time) (Day/Time)

[ ] every week
[X] every other week
[ ] the first and third week of the month
[ ] the second and fourth week of the month
[ ] other: _____

and from: 5:00 p.m. to 8:00 p.m.
(Day/Time) (Day/Time)

[ ] every week
[ ] every other week
[ ] the first and third week of the month
[ ] the second and fourth week of the month
[X] other: **One night per week when not with father on weekend**

[ ] the school schedule will start when each child begins
[ ] kindergarten [ ] first grade [ ] other: **Immediately**

2.3 SCHEDULE FOR WINTER/CHRISTMAS VACATION.

The child(ren) shall reside with the [ ] mother [ ] father during winter vacation, except for the following days and times when the child(ren) will reside with or be with the other parent:
Alternate week before and week after Christmas. Swap at 1:00 p.m. Christmas Day with Mother having 1st week of 2002

2.4 SCHEDULE FOR SPRING VACATION.

The child(ren) shall reside with the [ ] mother [ ] father during Spring vacation, except for the following days and times when the child(ren) will reside with or be with the other parent.

Alternate or split as per agreement

2.5 SUMMER SCHEDULE.

Upon completion of the school year, the child(ren) shall reside with the [X] mother [ ] father, except for the following days and times when the child(ren) will reside with or be with the other parent:

[X] same as school year schedule
[ ] one week every month
[ ] two weeks every month
[ ] one month beginning _____
[ ] _____ weeks during Summer, starting _____
[X] other: **Each parent to have 2 weeks unrestricted for vacation purposes**

During the above Summer schedule, the other parent shall have time with the child(ren) as follows:_____

2.6 SCHEDULE FOR HOLIDAYS.

The residential schedule for the child(ren) for the holidays listed below is as follows:

	With Mother (Specify Year Odd/Even/Every)	With Father (Specify Year Odd/Even/Every)
New Year's Day	Odd	Even
Martin Luther King Day	X	X
Presidents' Day	X	X
Easter	X	X
Passover	N/A	N/A
Memorial Day	Odd	Even
July 4th	X	X
Labor Day	X	X
Veteran's Day	N/A	N/A
Thanksgiving Day	Odd, Wed-Sun.	Even, Wed-Sun
Christmas Eve	N/A	N/A
Christmas Day	N/A	N/A
Hanukkah	N/A	N/A

X= Parent who has weekend, see below

[ ] For purposes of this parenting plan, a holiday shall begin and end as follows (set forth times):
Weekend 6:00 p.m. day prior to 6:00 p.m. day ending

[X] Holidays which fall on a Friday or a Monday shall include Saturday and Sunday

[ ] Other: _____

2.7 SCHEDULE FOR SPECIAL OCCASIONS.

The residential schedule for the child(ren) for the following special occasions (i.e., birthdays) is as follows:

	With Mother (Specify Year Odd/Even/Every)	With Father (Specify Year Odd/Even/Every)
Mother's Day	Every	
Father's Day		Every
Mother's Birthday	Every	
Father's Birthday		Every
Child's Birthday	One-half day	One-half day

[ ] Other: _____

2.8 PRIORITIES UNDER THE RESIDENTIAL SCHEDULE.

[X] Does not apply.

[ ] For purposes of this Parenting Plan the following days shall have priority over the residential schedule:

_____

2.9 RESTRICTIONS.

[X] Does not apply.

[ ] The [ ] father's [ ] mother's residential time with the children shall be limited because:

[ ] Physical, sexual or a pattern of emotional abuse of a child.
[ ] A history of acts of domestic violence or an assault or sexual assault which causes grievous bodily harm or the fear of such harm.
[ ] Neglect or substantial nonperformance of parenting functions.
[ ] A long-term emotional or physical impairment which interferes with the performance of parenting functions as defined in T.C.A. 36-6-102.
[ ] The absence or substantial impairment of emotional ties between the parent and child.
[ ] The abusive use of conflict by the parent which creates the danger of serious damage to the child's psychological development.
[ ] A parent has withheld from the other parent access to the child for a protracted period without good cause.

The following restrictions shall apply when the children spend time with this parent: [ ] father's [ ] mother's residential time with the children.

_____

_____

2.10 TRANSPORTATION ARRANGEMENTS.

Transportation arrangements for the child(ren), other than costs, between parents shall be as follows:

Pick up at mother's home or at school, redeliver to mother's home

2.11 DESIGNATION OF CUSTODIAN.

The child(ren) named in this parenting plan are scheduled to reside the majority of the time with the [X] mother [ ] father. This parent is designated the custodian of the child(ren) solely for purposes of all other state and federal statutes which require a designation or determination of custody. This designation shall not affect either parent's rights and responsibilities under this parenting plan.

2.12 OTHER.

_____

_____

_____

III. CHILD SUPPORT

3.1 FINANCIAL SUPPORT.

[X] The [ ] mother [X] father will pay child support, in accordance with the Tennessee Child Support Guidelines, in the amount of six hundred fifty and 00/100 $650.00 dollars per month, based on Father's average monthly income of four thousand eighty-four and 00/100 $4,084.00 dollars, beginning upon approval of agreement by the Court, payable directly to Mother.

This amount shall not be prorated unless otherwise specified.

[ ] A wage assignment shall issue (by separate order to be presented by counsel) to _____, the employer of _____, for the ongoing child support. **N/A**

[X] Other provisions for financial support:

Additionally, Husband shall pay 50% of his net longevity check each year directly to Mother by December 20th of each year. This obligation shall terminate as provided in the Marital Dissolution Agreement.

[X] The parties affirmatively acknowledge that no action by either or both of them will be effective to reduce child support after the due date of each payment. The parties further understand that Court approval must be obtained before child support can be reduced or modified, unless such payments are automatically reduced or terminated under the terms of this parenting plan.

3.2 TAX DEDUCTION.

[X] The [X] mother [ ] father will receive the tax deduction for the child(ren). Each party shall provide to the other, by or before April 15th of every year, a copy of their respective W-2 form or a copy of the first page of their tax return.

[ ] Other provisions regarding tax deduction:

3.3 HEALTH INSURANCE.

[X] The [ ] mother [X] father will maintain medical/hospital insurance on the minor child(ren) and he/she shall provide proof of continuing coverage by February 15th of each year.

[X] Uncovered medicals, including deductibles, if any, will be:
[X] borne by **the Father**
[ ] divided equally by the parties
[X] Other: **As long as the Mother uses the Father's insurance plan and providers.**

3.4 LIFE INSURANCE.

[X] The [ ] mother [X] father shall insure his/her own life in the minimum amount of **$50,000.00**, whole or term, which may not decrease in face amount during the minority of any child. The policy shall name the minor child(ren) as primary beneficiaries of the coverage required by the Court. The choice of the secondary beneficiary(ies) is up to the policy owner(s).

[X] Other provisions regarding life insurance: **Mother shall be Trustee beneficiary for child - No restrictions.**

3.5 DENTAL / ORTHODONTIC CARE.

[X] The [ ] mother [X] father will maintain dental / orthodontics care on the minor child(ren). Uncovered dental / orthodontic expenses will be borne by [ ] mother [X] father [ ] divided equally by the parties.

[ ] Other provisions for dental/orthodontic care: _____

IV. DECISION MAKING

4.1 DAY TO DAY DECISIONS.

Each parent shall make decisions regarding the day-to-day care and control of each child while the child is residing with that parent. Regardless of the allocation of decision making in this Parenting Plan, either parent may make emergency decisions affecting the health or safety of the children.

4.2 MAJOR DECISIONS.

Major decisions regarding each child shall be made as follows:

Education decisions	[X] mother	[ ] father	[ ] joint
Non-emergency health care	[X] mother	[ ] father	[ ] joint
Religious upbringing	[X] mother	[ ] father	[ ] joint
_____	[ ] mother	[ ] father	[ ] joint
_____	[ ] mother	[ ] father	[ ] joint
_____	[ ] mother	[ ] father	[ ] joint

4.3 RESTRICTIONS IN DECISION MAKING.

[X] Does not apply.

[ ] Sole decision making shall be ordered to the [ ] mother [ ] father for the following reasons:

_____

[ ] A limitation on the other parent's decision-making authority is mandated by T.C.A. 36-6-412.

[ ] Both parents are opposed to mutual decision making.

[ ] One parent is opposed to mutual decision making, and such opposition is reasonably based on the following criteria:

[ ] The existence of a limitation under T.C.A. 36-6-412;

[ ] The history of participation of each parent in decision making in each of the areas in T.C.A. 36-6-411;

[ ] Whether the parents have demonstrated ability and desire to

cooperate with one another in decision making in each of the areas in T.C.A. 36-6-411; and

[ ] The parents' geographic proximity to one another, to the extent that it affects their ability to make timely mutual decisions.

V. DISPUTE RESOLUTION

[ ] Disputes between the parties, other than the child support disputes, shall be submitted to:

[ ] Counseling by _____, or

[X] Mediation by **Agreement or Court appointment with right to apply to Court if necessary** _____,

or

[ ] Arbitration by _____.

The cost of this process shall be allocated between the parties as follows:

[ ] _____ % mother _____% father.

[ ] based on each party's proportional share of income from the Child Support Guidelines.

[X] as determined in the dispute resolution process **or by Court**.

The counseling, mediation, or arbitration process shall be commenced by notifying the other party by [X] written request, [ ] certified mail, [ ] other: _____.

In the dispute resolution process:

(a) Preference shall be given to carrying out this Parenting Plan.

(b) Unless an emergency exists, the parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support.

(c) A written record shall be prepared of any agreement reached in counseling or mediation and of each arbitration award and shall be provided to each party.

(d) If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court shall award attorney's fees and

financial sanctions to the other parent.

(e) The parties have the right of review from the dispute resolution process to the court.

[ ] No dispute resolution process, except court action, shall be ordered, because [ ] a limiting factor under T.C.A. 36-6-108 applies or [ ] one parent is unable to afford the cost of the proposed dispute resolution process.

VI. STANDARD PARENTING RIGHTS

Pursuant to *Tennessee Code Annotated,* 36-6-101(a), both parents are entitled to the following rights:

1. unimpeded telephone conversations with the child at least twice each week at reasonable times and for a reasonable duration;

2. sending mail to the child which the custodial parent will not open and will not censor;

3. receiving notice and relevant information as soon as practical (but not more than 24 hours) in the event of hospitalization, major illness, or death of the child;

4. receiving, directly from the school, copies of the child's report cards, attendance records, teacher's names, class schedules, standardized test scores, and other records which are customarily made available to parents. A written request must be made to the school with a current mailing address and payment must be made for the reasonable cost of duplicating and mailing these records;

5. receiving, directly from the child's physician and other health care providers, copies of the child's medical records. A written request must be made to the health care provider with a current mailing address and payment must be made for the reasonable cost of duplicating and mailing these records;

6. to be free of derogatory remarks made about the noncustodial parent and his or her family by the custodial parent to the child or in the child's presence.

7. to be given at least 48 hours notice, whenever possible, of all extracurricular activities and the opportunity to participate or observe activities, including, but not limited to school activities, athletic activities, church activities, and

other activities as to which parental participation or observation would be appropriate;

8. to receive from the other parent, in the event the other parent leaves the state with the minor children for more than two days, an itinerary including telephone numbers, for use in the event of an emergency;

9. the right of access and participation in education, including right of access to the minor children for lunch and other activities on the same basis that is provided to all parents, provided participation is reasonable and does not interfere with day-to-day operations or with the children's eductional performance.

Either parent may petition for a return to court, paying appropriate fees for mediation on any further parenting issues.

VII. OTHER PROVISIONS

[ ] There are no other provisions.

[X] There are the following other provisions: **Either parent shall have the right to apply to the Court for relief in the event mediation is unsuccessful.**

VIII. DECLARATION FOR PROPOSED PARENTING PLAN

[ ] Does not apply.

[ ] (Only sign if this is a proposed Parenting Plan.) I declare under penalty of perjury under the laws of the State of Tennessee that this Plan has been proposed in good faith and that the statements in Part II of this Plan are true and correct.

Bonita K Davis
Bonita Kay Davis
Mother

Sept. 16, 2002 Nashville Tennessee
Date and Place of Signature

Jeffrey E Davis
Father

Jeffrey E Davis

Oct 1, 2002 Franklin TN
Date and Place of Signature

IX. ORDER BY THE COURT

It is **ORDERED, ADJUDGED AND DECREED** that the **Parenting Plan** set forth above is adopted and approved as an order of this court.

WARNING: Violation of residential provisions of this order with actual knowledge of its terms is punishable by contempt of court and may be a criminal offense under T.C.A. 39-13-306. Violation of this order may subject a violator to arrest.

When mutual decision making is designated but cannot be achieved, the parties shall make a good faith effort to resolve the issue through the dispute resolution process.

If a parent fails to comply with a provision of this Plan, the other parent's obligations under this Plan are not affected.

Date: _____

_____
Judge

Presented by:

_____
Signature

_____
Print or Type Name

Fred P. Dare
_____
Signature

Fred P. Dare - Attorney for Father
_____
Print or Type Name

Mediation services provided by:

_____
Name

_____

_____
Address

_____
Phone

It is finally **ORDERED, ADJUDGED AND DECREED** that the costs are assessed against Defendant, Jeffrey Eugene Davis, 1599 Hawkins Road, White Bluff, TN 37187, for which let execution issue, if necessary.

ENTER this ___ day of November, 2002.

MARIETTA SHIPLEY, JUDGE

APPROVED FOR ENTRY:

D. SCOTT PARSLEY, #13606
BARRETT, JOHNSTON & PARSLEY
217 Second Avenue North
Nashville, TN 37201
615-244-2202

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been served on Honorable Fred Dance, 238 Public Square, Franklin, TN 37064, by placing same in the U. S. Mail, postage prepaid, on this the 8 day of November, 2002.

D. SCOTT PARSLEY

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the SECOND Circuit Court for Davidson County, Tennessee, on the 08 day of NOVEMBER , 2002 , in the Case Number 01d2821 between DAVIS, BONITA KAY BROWN Plaintiff, and DAVIS, JEFFREY EUGENE Defendant, as same remains of record in Vol. 4979 , Page 931854 of the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 07 day of JANUARY in the year two thousand three and in the 226th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

