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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

2011 SEP -7 PM 4:08

RICHARD R. ROOKER, CLERK

D.C.

DANA ANNETTE LADD PEACH	)	
	)	
Plaintiff,	)	
v.	)	**Docket No. 11D-678**
	)	
JAMES EDWARD PEACH, SR.	)	
	)	
Defendant.	)	

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 7th day of September, 2011, before the Honorable Philip Smith, Judge of the Fourth Circuit Court of Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff, the Marital Dissolution Agreement and Parenting Plan executed by the parties and filed with the Court, testimony in open Court, statement of counsel, and the record as a whole, upon which the Court found the parties have irreconcilable differences, and further that the Marital Dissolution Agreement and the Parenting Plan are approved.

It is therefore **ORDERED, ADJUDGED, and DECREED** that the Plaintiff, Dana Annette Ladd Peach, is hereby awarded an absolute divorce from the Defendant, James Edward Peach, Sr., on the grounds of irreconcilable differences, T.C.A. Section 36-4-101, and the parties are hereby restored to all rights and privileges of unmarried persons.

The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties in a Marital Dissolution Agreement executed by these parties, and further have provided for the care and support of the parties' minor children in the Parenting Plan executed by the parties and incorporated in the Marital Dissolution Agreement, which are hereby approved and made the Order of this Court. Said Agreement is as follows:

PICK-UP

BILL GARRETT, Davidson County
Trans:T20110080301 DEEDDIV
Recvd: 12/20/11 08:24 25 pgs
Fees:127.00 Taxes:0.00
20111220-0099025

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of

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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RICHARD R. ROOKER, CLERK
D.C.

DANA ANNETTE LADD PEACH	)	
	)	
Plaintiff,	)	
v.	)	**Docket No. 11D-678**
	)	OP 10D2497
JAMES EDWARD PEACH, SR.	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made between DANA ANNETTE LADD PEACH (hereafter called "Wife"), and JAMES EDWARD PEACH, SR. (hereafter called "Husband").

WITNESSETH:

WHEREAS, these parties were married November 11, 1995 in Nashville, Davidson County, Tennessee, and separated on September 3, 2010, in Nashville, Davidson County, Tennessee;

WHEREAS, there is one minor child born of the marriage, James Edward Peach, Jr., born September 18, 1996;

WHEREAS, certain differences and difficulties have arisen between the parties and a Complaint for Divorce has been filed in the Fourth Circuit Court for Davidson County, Tennessee, under the Docket Number 11D-678; there is also an Order of Protection entered in that same Court pursuant to Docket No. 10D-2497;

WHEREAS, Husband agrees that Wife shall proceed to Court to request the Court to award her an absolute divorce and to request that the Court approve the terms of this agreement herein as the division of marital assets and liabilities and to incorporate said

Copy

terms into any final decree of divorce entered herein, and Husband withdraws the asnswer and counter- complaint filed herein;

WHEREAS, it is the intent of the parties, that insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support, obligations and payments of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present but for the future, it being their intention that such a contract will be effective with respect to all of the property and all other matters related to this cause;

WHEREAS, both parties agree and stipulate this Agreement makes full and adequate provision for the distribution of the property of the parties and makes adequate and sufficient provision for the care and support of the minor child in the Parenting Plan hereto attached;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereafter more fully set forth, and for other good and valuable consideration, the parties agree as follows:

1. PARENTING PLAN REGARDING RESIDENTIAL SCHEDULES OF THE MINOR CHILD, CHILD SUPPORT AND RELATED ISSUES: Residential schedules for the minor child, child support, and related issues are as set forth in the "Parenting Plan" attached hereto as "Exhibit A". Said Parenting Plan is approved by the Court and is incorporated by reference herein.

2. REAL PROPERTY: The parties purchased a residence during the marriage located at 197 Woodson Lane, Nashville, Tennessee 37211. The parties owe a mortgage on said residence to Regions Bank. Wife will pay the mortgage owed to Regions Bank and

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shall hold Husband harmless on same. Husband waives any claim he may have in said residence. Wife is awarded sole possession of this residence. As of the date of entry of any final decree herein, Wife is awarded all right title and interest in this residence, free and clear of any claim of Husband, to wit:

> Being Lot No. 58 on the map of Parma Heights Subdivision, as of record in Book 2133, Page 23, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 58 fronts 80 feet on the south side of Woodson Lane and runs back 167 feet on the easterly line and 117.6 feet on the westerly line to a broken line, measuring 106 feet thereon.
>
> Being the same property conveyed to James E. Peach and wife, Dana A. Peach by deed from Ben D. Stoner, Jr. and wife, Yvonne M. Stoner, dated September 7, 1999, and of record in Book 11662, Page 396, Register's Office for Davidson County, Tennessee.
>
> James E. Peach is one and the same as James Edward Peach, Sr. and Dana A. Peach is one and the same as Dana Annette Ladd Peach.
>
> This is improved property.

Husband is divested of any and all interest he may have in said property and any interest in said property is vested in Wife. This is in lieu of any interest Wife may have had in the cash Husband removed from the marital residence when he left and also the funds he had in his separate bank account at Bank of America. This is also in satisfaction of any amount that Husband might have owed as child support since the separation of the parties.

DP Wife will attempt to refinance house within one year of date of decree.

JP

3. PERSONAL PROPERTY:

(A) Husband is awarded as his sole and separate property the following items currently located at 197 Woodson Lane, Nashville, TN:

all tools and tool boxes located in the garage;
the trailer;
the lawn mower, leaf blower, and all other lawn care equipment except as listed in Paragraph 3(B) below;

Copy

pressure washer
air compressor
all of his tools located and stored in the garage located at Wife's mother's home at 3707 Hewlett Drive, Nashville, TN;
NASCAR memorabilia
all other miscellaneous items in the garage
television that was in the living room
stereo system
freezer
his mother's rings

After the parties have signed this agreement and it has been filed with the Davidson County Circuit Court Clerk, attorney for Wife shall notify attorney for Husband of date and time he may come to retrieve the above listed property from the residences at 197 Woodson Lane, Nashville, Tennessee, and 3707 Hewlett Drive, Nashville, Tennessee. In order to be allowed to retrieve this property, Husband shall return to Wife's mother, the keys to garage located at 3707 Hewlett Drive, Nashville, TN, which are in Husband's possession. Wife's brother. Jerry T. Ladd, Sr. or his son, will be present while Husband is at the marital residence and at Wife's mother's home retrieving the specified property. Wife will contact the Metropolitan Police Department to be present while this property at the Woodson Lane and Hewlett Drive residences is being removed. Husband is awarded as his sole and separate property all furniture, furnishings, household goods, items of clothing, jewelry and all other personal items that he has in his possession

(B) Wife is awarded as her sole and separate property all furniture, furnishings, household goods, the John Deere lawn mower, items of clothing, jewelry, that have not otherwise been disposed of, and all other personal items that she has in her possession.

(C) Wife shall turn over the guns that Husband had at the marital residence to his sister, Kathy Buckner, who lives at 2762 Owl Hollow Road, Franklin, Tennessee, within

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thirty (30) days after Husband moves from that residence. Husband shall provide a copy of his Social Security check showing his new address to his attorney to verify he has relocated from his sister's residence. Husband's attorney shall send copy of same to attorney for Wife. After this has been sent, Ms. Bunkner shall make arrangements with Wife to retrieve the guns. Kathy Buckner is prohibited from giving these guns to Husband or allowing him access to same. Ms. Buckner agrees that this prohibition may be enforced by contempt of court.

4. VEHICLES:

(A) Wife is awarded as her sole and separate property the 2003 Ford Taurus in her possession, titled jointly in the names of the parties. There is no debt owed on this vehicle. Husband waives any interest he may have in and to said vehicle. Husband shall sign over to Wife the title of the 2003 Ford Taurus exactly as his name is stated on said title and give it to Wife's attorney as specified in (C) below.

(B) Husband is awarded as his sole and separate property the 2002 Ford Taurus in his possession and the 1980 Chevrolet pick up truck located at the marital residence, which is titled jointly in the names of the parties. There is no debt owed on this vehicle. Wife waives any interest she may have in and to this automobile. Wife shall sign over to Husband the title of this vehicle exactly as her name is stated on that title and it will be given to Husband's attorney as specified in (C) below.

(C) The titles to these vehicles shall be delivered to the attorney for the respective owners with the signature of the other party at the final hearing of this case.

(D) Each party shall pay the cost of the automobile insurance on the vehicle awarded to him or her as set out above.

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5. RETIREMENT PLANS AND PENSION ACCOUNTS: None owned by either party.

6. BANK ACCOUNTS, FINANCIAL ACCOUNTS AND INVESTMENTS:

(A) The parties have no joint bank accounts, financial accounts and/or investments.

(B) Husband is awarded as his sole property all cash, checking accounts, savings accounts, certificates of deposit, money market accounts, investment and all other tangible or intangible personal property held in his sole name. Wife waives any interest in said accounts and securities.

(C) Wife is awarded as her sole property all cash, checking accounts, savings accounts, certificates of deposit, and all other tangible or intangible personal property held in her sole name. Husband waives any interest in said accounts and securities.

7. OTHER DEBTS:

(A) The parties have no joint credit cards or any other jointly owed debts.

(B) Wife shall be responsible for any and all other debts listed solely in her name, including all credit cards listed in her name, and shall hold Husband harmless on same. Husband shall be responsible for any and all other debts listed solely in his name, including all credit cards listed in his name, and shall hold Wife harmless on same.

(C) With respect to each party's responsibility for the payment of certain debts and liabilities and their obligation to hold the other harmless for the payment thereof, it is the parties' intention and understanding that their obligations are nondischargeable debts under § 523(a)(5) of the Bankruptcy Reform Act of 1978 (or any corresponding provision in any other bankruptcy law), these obligations being part of the final financial support settlement

Copy

for both parties. These financial obligations, on the part of both parties, are not a part of the property settlement. The division of the property is set forth elsewhere in this marital dissolution agreement.

(D) In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by law, contract or pursuant to the terms of this Agreement, the party against whom the claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

(E) The parties acknowledge that, pursuant to T.C.A. § 36-4-134, the granting of a final decree of divorce does not necessarily affect the ability of a creditor to proceed against a party or party's property, even though the party is not responsible under the terms of the decree for an account, any debt associated with an account or any debt, and that it may be in a party's best interest to cancel, close or freeze any jointly held accounts.

8. INCOME TAX: If in connection with any joint federal income tax return heretofore or hereafter filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by the party whose deduction, income, or misreporting resulted in the deficiency assessment. The parties will file separate 2010 tax returns.

9. REPRESENTATION, ATTORNEY'S FEES AND COURT COSTS: Wife has been represented by Dot Dobbins in the preparation and negotiation of this settlement agreement and in this matter. Husband has been represented by Lewis A. Williams in the the preparation and negotiation of this settlement agreement of this matter. Wife acknowledges that she is not relying on any tax advice from Dot Dobbins and that she has

Copy

been advised to seek counseling from an accountant or tax attorney regarding the terms of this Agreement. Upon the entry of a final decree of divorce, the attorneys of record in this cause are released from further representation in this case.

11. OTHER PROPERTY, INCOME OR ASSETS: Any income or assets acquired by either of the parties since the separation of the parties, or any other asset that is listed solely in the name of either party, is vested to the party who acquired such asset and the other party waives any claim he or she would have in said property.

12. SPOUSAL SUPPORT: Both parties waive any claim to past, present and future spousal support from the other party.

13. HEALTH INSURANCE: Neither party has health insurance. No health insurance is available to Wife through her employer. Husband is unemployed and has recently been approved for Social Security Disability benefits. Therefore, T.C.A. § 56-7-2366, does not apply in this case.

14. FUTURE INDEBTEDNESS: Each party covenants with the other that from this date forward neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses and costs.

15. NECESSARY DOCUMENTS: Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual

Copy

grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

16. ENFORCEMENT: In the event of one party's breach of any of the terms of this Agreement, the breaching party shall be responsible for all reasonable expenses incurred in enforcing this Agreement and remedying the breach, including, but not limited to, court costs, attorney's fees and travel costs.

17. AGREEMENT BINDING: With the approval of any court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be issued by said court.

18. INTEGRATION: This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those expressly set forth herein.

19. MODIFICATION AND WAIVER: No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. The terms of this Agreement are independent of each other and the breach of any term by either party shall have no effect on any other term.

20. DISCLOSURE: The parties do each warrant that they have made full and complete disclosure to the other of all sources of income, debts and property owned by them whether real, personal or mixed, whether titled in their name or in the name of the

Copy

other, and all rights liabilities, titles, interests and or claims each may have whether inchoate or otherwise.

21. FULL AND FINAL SETTLEMENT: The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against the other party with respect to alimony, maintenance and support; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, one year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

22. VOLUNTARY AGREEMENT: It is further understood and agreed by and between the parties that this settlement agreement is entered into without any undue influence, fraud, coercion or misrepresentation of for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

23. SEVERABILITY: In the event any provision of this Agreement shall be invalid or determined invalid by a court of competent jurisdiction, such invalid provision shall not effect the other provisions of this Agreement, said provisions be severable.

24. TAX EXEMPT STATUS: If this Agreement provides for a transfer of appreciated property between spouses in connection with a divorce, it is not a sale or exchange of other disposition but represents a division of property by co-owners.

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25. NO INTERFERENCE: It is agreed between the parties that 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. It is further agreed that neither party shall molest, threaten, harass, nor compel or endeavor to compel, the other to cohabit or dwell with him or her.

26. AMENDMENT TO STATISTICAL INFORMATION IN COMPLAINT: The divorce complaint is amended to correct a typographical error in the statistical information to show that the parties separated on September 3, 2010.

27. ORDER OF PROTECTION: The Order of Protection, Docket No. 10D-2497 issued on September 27, 2010, shall remain in full force pursuant to its terms and is extended and shall remain in full force pursuant to its terms until September 27, 2012 as provided in the Agreed Order entered separately concurrent with the Final Decree of Divorce.

28. MAIDEN NAME: Wife is restored to her maiden name of Dana Annette Ladd.

(The rest of this page is intentionally left blank.)

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IN WITNESS WHEREOF, the parties have set their signatures.

9/5/2011
Date

Dana Annette Ladd Peach
DANA ANNETTE LADD PEACH

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public in and for the aforesaid State and County, the within named DANA ANNETTE LADD PEACH, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, this 5 day of September, 2011.

Dot Dobbins
Notary Public



My Commission Expires: _____

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9/6/2011
Date

James Peach
JAMES EDWARD PEACH, SR.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public in and for the aforesaid State and County, the within named JAMES EDWARD PEACH, SR., with whom I am personally acquainted (or upon sufficient evidence provided), and who, acknowledged that he executed the foregoing agreement for the purposes therein contained.

WITNESS my hand and official seal, this 6th day of September, 2011.

Lindsey Barnes
Notary Public

My Commission Expires: 1/6/2015

LINDSEY BARNES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JAN 6 2015

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2011 SEP -7 PM 4:09

RICHARD R. ROOT... CLERK

D.C.

DANA ANNETTE LADD PEACH	)	
	)	
Plaintiff,	)	
v.	)	Docket No. 11D-678
	)	
JAMES EDWARD PEACH, SR.	)	
	)	
Defendant.	)	

PERMANENT PARENTING PLAN

The mother and father will behave with each other and each child so as to provide a loving, stable, consistent and nurturing relationship with the child even though they are divorced. They will not speak badly of each other or the members of the family of the other parent. They will encourage each child to continue to love the other parent and be comfortable in both families.

The parties may mutually agree to vary the terms of the Parenting Schedule set out in this plan to accommodate the scheduling needs of each parent and of the child.

This plan is a proposed Permanent Parenting Plan submitted jointly by the parties.

The Parenting Plan applies to the following child:

Name	Date of Birth
James Edward Peach, Jr.	September 18, 1996

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

Mother is designated primary residential parent for James Edward Peach, Jr. who will be spending the majority of his time with Mother. Father acknowledges that the terms of the Order of Protections, Docket No. 10D-2497 prohibit him from coming to the residence of Mother and the child and that he is ordered not to come about Mother for any purpose or telephone, contact or otherwise communicate with her, directly or indirectly. That given that James Edward Peach, Jr. was present when the incidents that precipitated the issuance of the Order of Protection occurred, that the child has

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specifically stated to attorneys for both parties that he does not want to see Father or spend any parenting time with him, and given the age of the child and his wishes, Father submits the terms in this Parenting Plan are in the best interests of the child. The parties may by mutual agreement modify the specific terms set out herein in order to accommodate their and their son's schedules.

Under the schedule in this Plan, each parent will spend the following number of days during each year with the child:

Mother - 365 days Father - 0 days

B. DAY TO DAY SCHEDULE

School Schedule- The child will reside with the Mother on all days during the school year.

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

Major Holidays - The Mother shall have parenting time with the minor child all major holidays.

D. Winter (Christmas) Vacation

The minor child shall reside with Mother during Winter Vacation..

E. Spring/Fall Vacation

Same as School Schedule.

F. Summer Vacation

Same as School Schedule.

G. Transportation Arrangements. None required.

If the parent does not possess a valid driver's license, he or she must make reasonable transportation arrangements to protect the child or child while in the care of that parent.

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II. DECISION MAKING

A. DAY TO DAY DECISIONS

Mother is the primary residential parent for these decisions.

B. MAJOR DECISIONS

Mother is the primary residential parent for all major decisions, including, education, non-emergency medical treatment, religious upbringing and extra-curricular activities.

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Mother's gross monthly income is $1482.
Father's gross monthly income is $1482, plus $741 available as support for minor child. Child support calculation using the Child Support worksheet is $506, copy attached.

Given Father's income is solely from Social Security Disability which is exempt from child support enforcement but provides for monthly payments in the amount of $741 to be made to Mother for the benefit of the minor child, that is the amount of child support that is required pursuant to the child support guidelines. This amount may be automatically increased by any subsequent increases made to Father's Social Security Disability benefits in the future.

Father shall fully cooperate in filing all documents necessary to assure that the Social Security benefits in the amount of $741 per month, or any subsequent amount set by the Social Security Administration, are paid as child support to Mother for the benefit of the minor child.

No action by either or both of the parties shall be effective to modify the child support commitments made by each parent in this Plan. Further, court approval must be obtained before child support can be reduced or modified unless such payments are automatically reduced or modified under the terms of this parenting plan.

B. FEDERAL INCOME TAX EXEMPTION

The Mother shall receive the tax deduction for the minor child.

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C. PROOF OF INCOME AND WORK RELATED CHILD CARE EXPENSES

Each parent shall send proof of income to the other parent for the prior calendar year as follows:

IRS Forms W-2 and 1099 shall be sent to the other parent on or before April 15th. A copy of his or her Federal Income Tax Return shall be sent to the other party on or before April 15th or any later date when it is due because of an extension of filing time.

D. HEALTH INSURANCE - None currently available to either parent.

IV. PRIMARY RESIDENTIAL PARENT (CUSTODIAN) FOR OTHER LEGAL PURPOSES

~~The child is scheduled to reside the equal periods of time with the Father and with~~ the ~~Mother. The both parents are~~ Both Parents are designated as the primary residential parent also known as the custodian, for purposes of any other applicable state and federal laws. The parents are listed in Section II as joint decision-makers, for purposes of obtaining health or other insurance, and they shall be considered to be joint custodians. THIS DESIGNATION DOES NOT AFFECT EITHER PARENT'S RIGHTS OR RESPONSIBILITIES UNDER THIS PARENTING PLAN.

V. DISAGREEMENTS OR MODIFICATION OF PLAN

The parties agree that any dispute between the parties regarding the parenting of their minor child, the interpretation of this Parenting Plan or modification of the same, except for financial support issues including child support, health and dental insurance, uncovered medical and dental expenses and life insurance shall be submitted to mediation by a neutral mediator chosen by the parties or chosen by the Court.

The cost of this process shall be assessed to the parties equally. The medication process shall begin by notifying the other party in writing that they desire to mediate an unresolved issue.

In the dispute resolution process:

A. Preference shall be given to carrying out this Parenting Plan.
B. The parents shall use the process to resolve disputes relating to the implementation of this Plan.
C. A written record shall be prepared of any agreement reached, and it shall be provided to each parent.
D. If the Court finds that a parent willfully failed to appear without good reason, the Court, upon motion, may award attorney fees and financial sanctions to the prevailing parent.

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VI. RIGHTS OF PARENTS

Under T.C.A. § 36-6-101 of Tennessee law, both parents are entitled to the following rights:

(1) The right to unimpeded telephone conversations with the child at least twice a week at reasonable times and for reasonable durations;

(2) The right to send mail to the child which the other parent shall not open or censor;

(3) The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any event of hospitalization, major illness or death of the child;

(4) The right to receive directly from the child's school any school records customarily made available to parents. (The school may require a written request which includes a current mailing address and upon payment of reasonable costs of duplicating.) These include copies of the child's report cards, attendance records, names of teachers, class schedules, and standardized test scores;

(5) Unless otherwise provided by law, the right to receive copies of the child's medical health or other treatment records directly from the physician or health care provider who provided treatment or health care. (The keeper of the records may require a written request which contains a current mailing address and the payment of reasonable costs of duplication.) No person who receives the mailing address of a parent as a result of this requirement shall provide such address to the other parent or a third person;

(6) The right to be free of unwarranted derogatory remarks made about the parent or his or her family by the other parent to the child or in the presence of the child;

(7) The right to be given at least forty-eight (48) hours notice, whenever possible, of all extra-curricular activities, and the opportunity to participate or observe them. These include the following: school activities, athletic activities, church activities and other activities where parental participation or observation would be appropriate;

(8) The right to receive from the other parent, in the event the other parent leaves the state with the minor child for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency;

(9) The right to access and participation in education on the same basis that is provided to all parents. This includes the right of access to the child for lunch and other activities. However participation or access must be reasonable and not interfere with day-to-day operations or with the child's educational performance.

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VII. NOTICE REGARDING PARENTAL RELOCATION

The Tennessee statute (T.C.A. § 36-6-108) which governs the notice to be given in connection with the relocation of a parent reads in pertinent part as follows:

If a parent who is spending intervals of time with a child desires to relocate outside the state or more than one hundred (100) miles from the other parent within the state, the relocating parent shall send a notice to the other parent at the other parent's last known address by registered or certified mail. Unless excused by the court for exigent circumstances, the notice shall be mailed not later than sixty (60) days prior to the move. The notice shall contain the following:

(1) Statement of intent to move;
(2) Location of proposed new residence;
(3) Reasons for proposed relocation; and
(4) Statement that the other parent may file a petition in opposition to the move within thirty (30) days of receipt of the notice.

VIII. PARENT EDUCATION CLASS

Both parents have attended the Parenting Education Class.

Under penalty of perjury, we declare that this plan has been proposed in good faith and is in the best interest of each minor child and that the statements herein and on the attached child support worksheets are true and correct.

Annette Ladd Peach — 9/5/11 Nashville TN
Dana Annette Ladd Peach, Mother — Date and Place Signed

Sworn to and subscribed before me this 5 day of September, 2011.

My commission expires: _____ — Notary Public

James Edward Peach, Sr., Father — 9/6/2011 Nashville, TN
Date and Place Signed

Sworn to and subscribed before me this 6th day of September, 2011.

My commission expires: 1/6/2015 — Lindsey Barnes
Notary Public

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Attorney for Dana Annette Ladd Peach
Dot Dobbins, BPR#2510
Dobbins ,Venick, Kuhn & Byassee, PLLC
210 25th Avenue N., Suite 1010
Nashville, Tn 37203
615-321-5659

Attorney for James Edward Peach, Sr.
Lewis A. Williams, #24801
Law Offices of James A. Flexer
176 2nd Avenue North, Suite 501
Nashville TN 37201
(615)255-2893

It is so ORDERED this 7th day of September, 2011.

PHILIP SMITH, JUDGE

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Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

9/2/2011 - 3:30 PM

Part I. Identification

Indicate the status of each parent or caretaker by placing an "X" in the appropriate column

		PRP	ARP	SPLIT
Name of Mother:	Dana Annette Peach	X		
Name of Father:	James Edward Peach, Sr.		X	
Name of non-parent Caretaker:				
TCSES case #:				
Docket #:	11D-678			
Court name:	Fourth Circuit - Davidson County			

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
James Edward Peach	9/18/1996	365	0	

2011 SEP -7 PM 4:09

Part II. Adjusted Gross Income

			Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
	1	Monthly Gross Income	$ 1,482.00	$ 2,223.00	
	1a	Federal benefit for child	+	+	
	1b	Self-employment tax paid	-	-	
Use Credit Worksheet to calculate line items 1d - 1e	1c	Subtotal	1,482.00	2,223.00	
	1d	Credit for in-home children	- 0.00	- 0.00	
	1e	Credit for not-in-home children	- 0.00	- 0.00	
	2	Adjusted Gross Income (AGI)	$ 1,482.00	$ 2,223.00	
$3,705.00	2a	Combined Adjusted Gross Income			
	3	Percentage Share of Income (PI)	40%	60%	

Part III. Parents' Share of BCSO

	4	BCSO allotted to primary parent's household	$ 709.00	$ 0.00	$ 0.00
	4a	Share of BCSO owed to primary parent	$ 0.00	$ 425.40	
	5	Each parent's average parenting time	N/A	0	
	6	Parenting time adjustment	$ N/A	$ 80.42	
	7	Adjusted BCSO	$ 0.00	$ 505.82	

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Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

9/2/2011 - 3:30 PM

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$	$ 0.00	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$	$
9	Total additional expenses	$ 0.00	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 0.00	
11	Adjusted Support Obligation (ASO)	$ 0.00	$ 505.82	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 506.00

* Enter the difference between the greater and smaller numbers from Line 11 except in non-parent caretaker situations.

Low Income? N (N=15% Y=7.5%)
Current Order Flat %? N (N / Y)

Modification of Current Child Support Order

13a	Current child support order amount for the obligor parent	$	$
13b	Amount required for significant variance to exist	$ 0.00	$ 0.00
13c	Actual variance between current and presumptive child support orders	$ 0.00	$ 0.00

Part VI. Deviations and FCSO

Deviations must be substantiated by written findings in the Child Support Order

14	Deviations (Specify):	$	$
15	Final Child Support Order (FCSO)	$ 0.00	$ 506.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 506.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Dot Dobbins Date: 9/2/2011
Title: Attorney for Mother

Copy

The current mailing addresses of Plaintiff and of Defendant are listed below:

Dana Annette Peach
197 Woodson Lane
Nashville, Tennessee 37211,

James Edward Peach, Sr.
2762 Owl Hollow Road
Franklin, Tennessee 37064

Any unpaid costs of this cause will be paid by equally by the parties, for which execution may issue if necessary.

Enter this 7th day of September, 2011.

Philip Smith, Judge

APPROVED FOR ENTRY:

Dot Dobbins, #2510

Attorney for Dana Annette Ladd
Dobbins, Venick, Kuhn & Byassee, PLLC
210 25th Avenue North, Suite 1010
Nashville, Tennessee 37203
(615) 321-5659

Lewis A. Williams, #24801

Attorney for James Edward Peach, Sr.
Law Offices of James A. Flexer
176 2nd Avenue North, Suite 501
Nashville TN 37201
(615)255-2893

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 FOURTH Circuit Court for Davidson County, Tennessee, on the 07 day of SEPTEMBER , 2011 , in the Case Number 11D678 between PEACH, DANA ANNETTE LADD Plaintiff, and PEACH, JAMES EDWARD SR Defendant, as same remains of record in 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 31 day of OCTOBER in the year two thousand eleven and in the 235th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

