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RICHARD R. ROOKER, CLERK

R. Rawls D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE AT NASHVILLE

KAREN ELIZABETH BENSON,
Social Security No.: [redacted]

Plaintiff/Wife,

v.

ROBERT LEE BENSON, JR.,
Social Security No.: [redacted]

Defendant/Husband.

Docket No.: 02D-1485

BILL GARRETT, Davidson County
Trans:T20120009365 DEEDDIV
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20120207-0010983

FINAL DECREE

This cause came to be heard on September ~~2, 2002~~ 3, 2002, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Wife's original 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 debts and the Permanent Parenting Plan which provides for the care of the minor children; upon all of the pleadings; from all of which the Court affirmatively found that the allegations of Wife's Complaint are sustained by the proof that there exists such irreconcilable differences between the parties as would entitle the Wife to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves; that the Marital Dissolution Agreement should be approved; that Wife's current mailing address is 1713 Greenhart Court, Antioch, Tennessee, 37013 and Husband's current residence address is 515 Elysian Fields Road, Nashville, TN 37211 and that the ninety-day waiting period, as required by statute, has elapsed.

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The parties acknowledge that no action to reduce or prorate child support will be effective pending further orders of this Honorable Court. Further, the parties acknowledge that the child support is set in accordance with the Tennessee Child Support Guidelines.

It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement and Permanent Parenting Plan heretofore executed by the parties are hereby approved by the Court, and the Court affirmatively finds each and every provision of said Agreement and Parenting Plan is 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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2003 AUG 26 AM 9:31
RICHARD R. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

KAREN ELIZABETH BENSON,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	DOCKET NO. 02D-1485
	)	
ROBERT LEE BENSON, JR.	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, ROBERT LEE BENSON, JR., (hereinafter referred to as the "Husband") and KAREN ELIZABETH BENSON, (hereinafter referred to as the "Wife") have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, the parties desire to enter into a Permanent Parenting Plan providing for all issues of the parties' minor children including visitation, child support, and shared parenting; and,

WHEREAS, it is understood that the Wife will file suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court for Davidson County, Tennessee, pursuant to Tennessee Code Annotated 36-4-103, and that this Agreement shall be attached to the Complaint for Divorce as an exhibit, to which reference is specifically made. It is further understood that the Husband, by signing this Agreement, makes a general appearance before the Circuit Court of

Davidson County, Tennessee, so that it will not be necessary to obtain service of process over the Husband in this cause, for the purpose of granting the Wife a divorce upon the grounds of irreconcilable differences; and

WHEREAS, there are Two (2) minor children born of this marriage, namely, to wit, Hayley Michelle Benson, d.o.b. 11/1/88 and Matthew Jordan Benson, d.o.b. 7/24/91;

WHEREAS, the parties own real property and do own some items of personal property;

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

I. NO INTERFERENCE.

It is agreed by and 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 nor threaten nor harass the other.

II. DIVORCE.

It is agreed by and between the parties that the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Wife shall keep as her sole property the Mazda Mini-Van and Ford Taurus, which she drives as her vehicles, titled in the Wife's name. Any interest of the Husband in the vehicle is hereby divested from the Husband and reinvested in the Wife so that the Wife shall own said vehicles as her sole property, free and clear of any claim of the Husband. It is further agreed that the Wife shall be solely responsible for any debts and encumbrances thereon, and that she shall indemnify and hold the Husband harmless thereon.

b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that the Husband shall retain his vital records such as birth certificate and diploma, the Ivan Plovski painting "Dancin' in the District", his high school yearbooks and scrapbook, weight bench, desk items including the Arena paperweight, pencil holder given to him on Father's Day, and the glass sand art jar given to him from Brandon, high school senior picture, Father's Mother's black and white pictures, Father's Grandmother's Artex paints, various children's pictures, and camping chair. It is additionally agreed by and between the parties that the Wife shall receive all other household items and furnishings. It is further agreed by and between the parties that they shall each own as their sole property the other household items now in their possession, free and clear of any interest or claim of the other party.

c) Bank Accounts. It is agreed by and between the parties that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is further agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other. The parties acknowledge that they do not have a joint bank account.

The parties acknowledge that they have already divided between themselves all other items of tangible personal property. It is agreed by and between the parties that each party shall own as their sole property all items of personal property now in their possession. Any interest of one party in the personal property in the possession of the other party is hereby divested from the one and reinvested in the other so that they shall each own that property in their possession as their sole property, free and clear of any claim of the other.

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IV. REAL PROPERTY.

It is agreed by and between the parties that the Husband shall relinquish any interest that he might have in the real property owned by the parties located at 1713 Greenhart Court, Davidson County, Tennessee, and more particularly described below, so that the Wife shall own this property free and clear of any interest or claim of the Husband, and any interest of the Husband shall be divested from him and reinvested in the Wife. It is additionally agreed by and between the parties that the Wife shall refinance the said real property within one hundred eighty (180) days of the entry of the Final Decree. It is further understood by and between the parties that the Wife has the ability to refinance the real property. It is further agreed by and between the parties that in the event the Wife is unable to refinance said real property for any reason, the Wife may file a Motion to extend the time period up to an additional one hundred eighty (180) days. It is further agreed by and between the parties that in the event the Wife is unable to refinance said real property for any reason after the extended time period, then said real property shall be sold as soon as possible for a reasonable price and the Wife shall receive any equity or be solely responsible for any deficiency. The property is more particularly described as follows:

> Being Lot No. 184 of Peppertree Forest Subdivision, Section 15, as of record in Plat Book 7900, page 574, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete legal description, said description is incorporated herein by reference the same as if copied fully herein verbatim.
>
> Being the same property conveyed to David S. Williams, unmarried and Sheree L. Dupree, unmarried, by deed from Elite Construction, Inc., as of record in Book 9521, page 903, Register's Office for Williamson County, Tennessee. Sheree L. Dupree, now married, n/k/a Sheree L. Williams.
>
> This conveyance is made subject to all conditions, restrictions,

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easements, and all other matters of record in the Register's Office of Davidson County, Tennessee.

This is improved property known as 1713 Greenhart Court, TN 37013.

It is further agreed by and between the parties that the Wife shall be solely responsible for the encumbrance on the aforesaid real property and that the Wife shall indemnify and hold the Husband harmless thereon.

V. RETIREMENT PLANS.

The parties acknowledge that the Husband has acquired an interest in a pension sharing plan with Metro. It is agreed by and between the parties that the monthly benefit is to be Seven Hundred Eighteen Dollars and Forty-Two Cents ($718.42) upon the Husband's retirement based upon his years of service during the marriage. Upon receiving his retirement from Metro, the Husband shall pay Three Hundred Fifty-Nine Dollars and Twenty-One Cents (($359.21) per month to the Wife until her death.

VI. MARITAL DEBTS.

It is agreed by and between the parties that they have incurred no joint debts during the marriage. It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon.

VII. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

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VIII. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

IX. INCOME TAXES.

The parties agree that they shall assume any and all liability whatsoever for any joint indebtedness to the United States Internal Revenue Service incurred by the parties during their marriage prior to December 31, 2003. Each party further agrees to indemnify and hold the other party harmless for their portion of any such joint debt.

The parties agree that each shall file a separate income tax return for the 2004 tax year, and each shall be solely responsible for the payment of any federal income tax owed on their separate returns for the 2004 tax year.

X. ATTORNEY FEES.

It is agreed by and between the parties that each party shall pay their own attorney fees for representation in this matter.

XI. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be paid by the Husband.

XII. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

XIII. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XIV. ESTATE WAIVER.

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital relationship, except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the others property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other inheritance, descent or distribution, or right to act as administrator or executor/trix of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

XV. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XVI. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this

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Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XVII. NO OTHER ASSETS.

The parties acknowledge that there are no other assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

XVIII. NO UNDUE INFLUENCE.

It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

XIX. SEVERABILITY.

In the event that any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

XX. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

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XXI. ACCEPTANCE BY THE PARTIES.

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, the parties understand and agree that their obligation is a nondischargeable debt under 11 USC Section 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 a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

XXII. TAX EXEMPT STATUS.

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

XXIII. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

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WITNESS OUR HANDS, this 5th day of Aug., 2003 as to the Wife, and this 24 day of July, 2003 as to the Husband.

Karen Elizabeth Benson
KAREN ELIZABETH BENSON

Robert Lee Benson, Jr.
ROBERT LEE BENSON, JR.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, KAREN ELIZABETH BENSON, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 24 day of July, 2003.

Linda Hollingsworth
NOTARY PUBLIC

My Commission expires: 5/30/2004

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, ROBERT LEE BENSON, JR., with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 24 day of July, 2003.

NOTARY PUBLIC

My Commission expires: 10/25/03

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IN THE FOURTH COURT OF DAVIDSON COUNTY, TENNESSEE

2003 AUG 26 AM 9:31
RICHARD R. ROOKER, CLERK

KAREN ELIZABETH BENSON,
MOTHER

Case No. 02D-1485

PARENTING PLAN
[ ] Proposed Plan

ROBERT LEE BENSON, JR.,
FATHER

[X] Final Parenting Plan

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.

[ ] a temporary parenting plan signed by the Court.

[ ] proposed by the _____.

I. GENERAL INFORMATION.

This Parenting Plan applies to the following child(ren):

Name	Birthdate	Social Security
Hayley Michelle Benson	11/01/88	[redacted]
Matthew Jordan Benson	7/24/91	[redacted]

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.

[X] There are no children of preschool age.

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

From: Friday at 6:00 p.m. to Sunday at 6:00 p.m.
(Day/Time) (Day/Time)
[ ] every week [X] every other week [ ] other:_____

and from: Wednesday 6:00 p.m. to 9:00 p.m.
(Day/Time) (Day/Time)
[ ] every week [ ] every other week [ ] other: _____

2.2 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: Friday at 6:00 p.m. to Sunday at 6:00 p.m.
(Day/Time) (Day/Time)
[ ] every week [X] every other week [ ] other:_____

and from: Wednesday 6:00 p.m. to 9:00 p.m.
(Day/Time) (Day/Time)
[X] every week [ ] every other week [ ] other: _____

[X] The school schedule will start when each child begins:
[ ] kindergarten - [ ] first grade [X] other: Immediately

2.3 SCHEDULE FOR WINTER/CHRISTMAS VACATION.

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

The Father shall have the minor children from noon to 8 p.m. on Christmas eve.

2.4 SCHEDULE FOR SPRING VACATION.

The parties shall alternate or split as per agreement.

The children shall reside with the [X] mother [ ] father during the spring

Copy

vacation, except for the following days and times when the child(ren) shall reside with or be with the other parent:

The parties shall alternate beginning with the Mother in 2004.

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 the summer, starting _____.
[X] Other: Each parent is to have two weeks unrestricted visitation for vacation purposes.

During the above summer schedule, the other parent shall have time with the children as follows: _____
_____

2.6 SCHEDULE OF HOLIDAYS

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

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

X= Parent who has week-end, see below

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[X] For purposes of this parenting plan, a holiday shall begin and end as follows (set times): week-end from 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 unless otherwise noted.

2.7 SCHEDULE FOR SPECIAL OCCASIONS.

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

	With Mother (Even, Odd or Every)	With Father (Even, Odd or Every)
Mother's Day	Every	
Father's Day		Every
Mother's Birthday	Every	
Father's Birthday		Every
Child's Birthday	Every	

[ ] 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.
OR
[ ] The [ ] father's [ ] mother's residential time with the children shall be limited because of:
- [ ] Physical, sexual or a pattern of emotional abuse of a children.
- [ ] 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 TCA 36-6-102.

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[ ] The absence or substantial impairment of emotional ties between the parent and children.

[ ] The abusive use of conflict by the parent which creates the danger of serious damage to the children's psychological development.

[ ] A parent has withheld from the other parent access to the children for a protracted period without good cause.

The following restrictions shall apply when the children spend time with [ ] father [ ] mother.

2.10 TRANSPORTATION ARRANGEMENTS.

Transportation arrangements for the child(ren) other than costs, between the 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 children named in this parenting plan are scheduled to reside the majority of the time with the [X] mother [ ] father. This parent is so designated solely for purposes of any other state and federal statutes which require a designation or determination of parental responsibility. THIS DESIGNATION SHALL NOT AFFECT EITHER PARENT'S RIGHTS AND RESPONSIBILITIES UNDER THIS PARENTING PLAN.

2.12 OTHER:
The following special provisions apply to the schedules or residential considerations of the child (ren): _____

III. CHILD SUPPORT

3.1 FINANCIAL SUPPORT.

The [ ] mother [X] father will pay child support, in accordance with the Tennessee Child Support Guidelines, in the amount of Five Hundred One Dollars and Fifty Cents ($501.50), to be paid on the Fifteenth and the last day of the month through the Child Support Receiving Unit, beginning immediately.

This amount shall not be prorated unless otherwise specified.

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[X] A wage assignment shall issue (by separate order to be presented by counsel) to State of Tennessee Government, the employer of Father, for the ongoing child support.

[X] Other provisions for financial support:
Father shall pay the Mother directly until the wage assignment is activated.

[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 the 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 15 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:
Alternate year-to-year

3.3 HEALTH INSURANCE

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

[X] Uncovered medicals, which includes deductibles or co-payments, eyeglasses, contact lenses, routine annual physicals, will be
[ ] paid by the _____
[X] divided equally by the parties

[X] Said insurance shall terminate when the minor child reaches the age of majority or graduates with his/her graduating class.

3.4 LIFE INSURANCE

The [ ] mother [X] father shall insure his own life in the minimum amount of Fifty Thousand Dollars ($50,000.00), whole or term. The policy shall name the minor child(ren) as primary beneficiaries of the coverage . The insured

shall also designate the person who will be guardian over these funds for the benefit of the children.

[X] Other provisions regarding above life insurance: Mother shall be trustee beneficiary for child(ren)- No restrictions. Father's obligation to maintain life insurance on his life as set forth herein shall terminate upon the youngest child reaching the age of eighteen (18) or graduating with his/her graduating class, whichever occurs later.

The [X] mother [ ] father shall insure her own life in the minimum amount of Fifty Thousand Dollars ($50,000.00), whole or term. The policy shall name the minor child(ren) as primary beneficiaries of the coverage . The insured shall also designate the person who will be guardian over these funds for the benefit of the children.

[X] Other provisions regarding above life insurance: Father shall be trustee beneficiary for child(ren)- No restrictions. Mother's obligation to maintain life insurance on her life as set forth herein shall terminate upon the youngest child reaching the age of eighteen (18) or graduating with his/her graduating class, whichever occurs later.

3.5 DENTAL/ORTHODONTIC CARE

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

Other provisions for dental/orthodontic care: Each may apply to the Court for braces or orthodontic payment designation.

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

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Extracurricular Activities [ ] mother [ ] father [X] 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 TCA 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 TCA 36-6-412;

[ ] The history of participation of each parent in decision making in each of the areas in TCA 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 TCA 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 is necessary

[ ] Arbitration by _____.

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

[X] 50% mother 50% father

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[ ] based upon each party's proportional share of income from the child support guidelines.

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

The counseling, mediation or arbitration process shall be commenced by notifying the other party by [ ] written request [X] 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 the mediation, arbitration or settlement conference and shall be provided to each party to be drafted into a consent order of modification.

(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 TCA 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 practicable (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.

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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 forty-eight (48) hours notice, whenever possible, of all extra-circular activities, and the opportunity to participate or observe, including, but not limited to, the following:
   (i) School activities;
   (ii) Athletic activities;
   (iii) Church activities; and
   (iv) 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 child or children for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency; and

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

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

VII. OTHER PROVISIONS

[X] There are no other provisions.

[ ] 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.

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VIII. DECLARATION FOR PROPOSED PARENTING PLAN

[ ] **Does not apply.**

[X] **(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.**

Karen L. Benson
MOTHER

8-6-03 Nashville, Tn
Date and Place of Signature

Robert L. Benson Sr.
FATHER

7-24-91 Attorneys Office
Date and Place of Signature

Copy

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 TCA 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 obligation under this plan are not affected.

Dated: 9-3-03

JUDGE

Presented by:

Signature

Robert J. Turner, #15107
Attorney for Father
208 Third Avenue North, Suite 100
Nashville, TN 37201
(615) 259-2660

Signature

Phillip E. Smith Attorney for Mother
Print or Type Name

(If applicable) Mediation Services provided by:

(Name) _____

(Address) _____

_____

_____

(Phone) _____

Copy

It is further **ORDERED, ADJUDGED AND DECREED** that Wife, Karen Elizabeth Benson shall be, and is hereby, awarded an absolute divorce from the Husband, that she be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further **ORDERED, ADJUDGED AND DECREED** that the costs of this cause shall be paid by the Husband.

It is finally **ORDERED, ADJUDGED AND DECREED** that execution may issue to enforce any of the provisions of this Decree.

ENTERED THIS THE 3rd **DAY OF** Sept**, 2003.**

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

PHILIP E. SMITH #13421
Attorney for the Wife
Suite 2400 - L&C Tower
401 Church Street
Nashville, TN 37219
(615 467-1801

Robert J. Turner & Assoc., PC.
Robert J Turner 15107
208 Third Ave N, Suite 100
Nashville, TN 37201
(615) 259-0660

Copy

CERTIFICATE OF SERVICE

I certify that I have forwarded a copy of this Final Decree to the following individual on this the 3rd day of September, 2003:

ROBERT TURNER
First Floor - Suite 100
208 Third Avenue North
Nashville, TN 37201
Attorney for the Husband

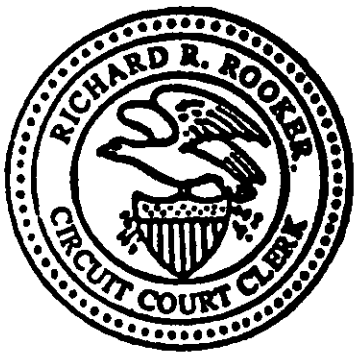
PHILIP E. SMITH

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 03 day of SEPTEMBER , 2003 , in the Case Number 02D1485 between BENSON, KAREN ELIZABETH Plaintiff, and BENSON, ROBERT LEE, JR. 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 02 day of FEBRUARY in the year two thousand twelve and in the 235th year of American Independence.

SEAL



RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk