Karen Johnson Davidson County
Batch# 356091 DEEDDIV
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20200210-0015131

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 THIRD Circuit Court for Davidson County, Tennessee, on the 05 day of OCTOBER, 2018, in Docket Number 18D843 between RHODES, CLAYTON PETTY, Plaintiff, and RHODES, LINDSAY SANDERS, 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 13 day of JANUARY in the year two thousand twenty and in the 243rd year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL]

Copy

3rd Circuit

I L 180843

~~Davidson~~ Court Davidson County, Tennessee	FINAL DECREE OF DIVORCE (WITH MARITAL DISSOLUTION AGREEMENT) 2018 OCT -5 AM 11:37	Case Number 18D-843
Clayton Petty Rhodes Plaintiff(s) vs. Lindsay Sanders Rhodes Defendant(s)		

This case was heard on October 5, 2018 [*date*]. The Court finds that the parties have made adequate and sufficient provision in a Marital Dissolution Agreement for the equitable division of all property and debts between them. It is attached and incorporated as part of this Decree. On the basis of the Complaint, the Marital Dissolution Agreement, and the entire record, the Court finds good cause to enter this Final Decree.

Therefore, it is ORDERED, ADJUDGED AND DECREED that:

DISSOLUTION OF THE MARRIAGE

The marriage of the parties is dissolved because of irreconcilable differences.

NOTICE

This Final Decree does not necessarily affect the ability of a creditor from proceeding against either party or their property, even though one party may no longer be responsible under this decree for an account or debt. It may be in either party's best interest to cancel, close, or freeze any jointly held accounts.

CHILD OR CHILDREN

Select one of the following:

☐ There is no child under age 18 or disabled and dependent on the parties.

☒ The Court has jurisdiction over each child under age 18 or disabled and dependent on the parties. The Court finds that the parties have made adequate and sufficient provision by a Permanent Parenting Plan for the custody and maintenance of each child. It is attached and incorporated as part of this Decree. Child support provisions are found in Section 3 of the Plan.

Enforcement of Child Support Obligations by the State of Tennessee

☒ Neither parent is receiving assistance from the State of Tennessee on behalf of a child. Title IV-D of the Social Security Act does not apply.

☐ A parent is receiving assistance from the State of Tennessee on behalf of a child. Title IV-D of the Social Security Act does apply. A Title IV-D Information Sheet is attached and made a part of this Decree.

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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2018 OCT -4 PM 1:47

CLAYTON PETTY RHODES, Husband	)	
Vs.	)	Docket No. 18D-843
LINDSAY SANDERS RHODES, Wife	)	

~~AMENDED~~

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between CLAYTON PETTY RHODES, hereinafter referred to as "Husband", and LINDSAY SANDERS RHODES, hereinafter referred to as "Wife", subject to the following premises, terms, and conditions:

WITNESSETH:

WHEREAS, Husband and 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 have three minor children and the parties have executed and filed with this Honorable Court an Agreed Parenting Plan which adequately provides for the children.

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement whereby the parties' hereto have made adequate and sufficient provisions by this written agreement for the equitable and just settlement of any and all property rights and support rights and obligations existing between the parties.

WHEREAS, it is understood that the Husband has filed suit for absolute divorce upon the grounds of irreconcilable differences in the Third Circuit Court for Davidson County, Tennessee, #18D-843, pursuant to Tennessee Code Annotated 36-4-103, and that this Agreement shall be submitted to the Court for approval as the agreement of the parties subject to the conditions set-

Copy

forth herein above. It is further understood that Wife by signing this Agreement makes a general appearance before the Third Circuit Court of Davidson County, Tennessee so that it will not be necessary to obtain service of process over Wife in this cause for the purpose of granting Husband a divorce upon the grounds of irreconcilable differences; and

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

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

2. **MINOR CHILDREN** There are three minor children born of this marriage, namely: Sanders Rhodes, whose date of birth is 10/20/2009, Sterling Rhodes, whose date of birth is 10/27/2011, and Marion Rhodes, whose date of birth is 11/26/2014. The parties have submitted to this Honorable Court for approval an Agreed Parenting plan that provides for the care and support of said minor children.

3. **REAL PROPERTY**

The parties own the marital residence which is a house and lot located at **3410 Valley Brook Rd, Nashville, Davidson County, Tennessee 37215**, and the parties own a house and lot located at **2525 Blair Blvd., Nashville, Davidson County, Tennessee 37212**. The parties do not own any other real property.

3410 Valley Brook Rd, Nashville, Davidson County, Tennessee 37215:

The deed to 3410 Valley Brook Rd., Nashville, Davidson County, Tennessee is in the names of both parties. The parties estimate the present fair market value of said real property is

Copy

approximately $1,200,000. There is a joint first mortgage in both parties' names with First Tennessee Bank that has an approximate pay-off balance owed in the amount of $367,201. There is a joint second mortgage in both parties' names with Cornerstone Financial Credit Union that has an approximate pay-off balance owed in the amount of $211,494.

The parties agree Wife shall receive the real property located at 3410 Valley Brook Rd., Nashville, Davidson County, Tennessee 37215, as her sole property free from all claims of Husband. Wife shall refinance the joint first and second mortgages on said real property and remove Husband's liability therefrom within twelve (12) months from the entry of the final decree of divorce in this cause. Husband shall quitclaim all of his right, title, interest, and equity in said real property to Wife upon Wife refinancing the joint first and second mortgages on said real property or prior to said refinance if required by Wife's refinance lenders. If Wife fails to refinance the joint first and second mortgages and remove Husband's liability therefrom within twelve (12) months from the entry of the final decree of divorce in this cause, then the house shall be listed for sale immediately, the house shall be sold within six (6) months thereafter, the sales proceeds shall be applied to the joint first and second mortgages on said real property, and Wife shall be solely responsible for paying off said joint first and second mortgages, Wife shall indemnify Husband and hold Husband harmless thereon. Upon said sale, Husband shall receive twenty percent (20%) of the net sales proceeds after the payment of the indebtedness owed thereon, the closing costs, the real estate commissions, and after reimbursement to Wife for any repairs or renovations Wife paid for the house in preparation of the house being sold, and Wife shall receive eighty percent (80%) thereof.

Prior to Wife refinancing said joint first and second mortgages, Wife shall pay said joint first and second mortgages in a timely manner and if Wife fails to pay any monthly mortgage

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payment then the house shall be sold immediately, the sales proceeds shall be applied to the joint first and second mortgages on said real property, Wife shall be solely responsible for paying off said joint first and second mortgages, Wife shall indemnify Husband and hold Husband harmless thereon. Upon said sale, Husband shall receive twenty percent (20%) of the net sales proceeds after the payment of the indebtedness owed thereon, the closing costs, the real estate commissions, and after reimbursement to Wife for any repairs or renovations Wife paid for the house in preparation of the house being sold, and Wife shall receive eighty percent (80%) thereof.

Further, the parties agree whenever Wife sells the house located at 3410 Valley Brook Rd., Nashville, Davidson County, Tennessee, upon said sale, Husband shall receive twenty percent (20%) of the net sales proceeds after the payment of the indebtedness owed thereon, the closing costs, the real estate commissions, and after reimbursement to Wife for any repairs or renovations Wife paid for the house in preparation of the house being sold, and Wife shall receive eighty percent (80%) thereof.

Prior to Wife refinancing said joint first and second mortgages, Wife shall have exclusive possession of said real property and Wife shall place all utilities in Wife's name with Husband's full cooperation.

2525 Blair Blvd., Nashville, Davidson County, Tennessee 37212: The deed to 2525 Blair Blvd., Nashville, Davidson County, Tennessee 37212 is in the names of both parties. The parties estimate the present fair market value of said real property is approximately $500,000. There is a joint mortgage in both parties' names with Round Point Mortgage that has an approximate pay-off balance owed in the amount of $330,000 and the monthly mortgage payment is $2600.

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The parties agree Husband shall receive the real property located at 2525 Blair Blvd., Nashville, Davidson County, Tennessee 37212, as his sole property free from all claims of Wife. Husband shall refinance said joint mortgage on said real property and remove Wife's liability therefrom within twelve (12) months from the entry of the final decree of divorce in this cause. Wife shall quitclaim all of her right, title, interest, and equity in said real property to Husband upon Husband refinancing said joint mortgage on said real property or prior to said refinance if required by Husband's refinance lenders. If Husband fails to refinance said joint mortgage and remove Wife's liability therefrom within twelve (12) months from the entry of the final decree of divorce in this cause, then the house shall be listed for sale immediately, the house shall be sold within six (6) months thereafter, the sales proceeds shall be applied to said joint mortgage on said real property, and Husband shall be solely responsible for paying off said joint mortgage, Husband shall indemnify Wife and hold Wife harmless thereon, and Husband shall keep the remaining sales proceeds, if any, as his sole property free from all claims of Wife.

Prior to Husband refinancing said joint mortgage, Husband shall pay said joint mortgage in a timely manner and if Husband fails to pay any monthly mortgage payment then the house shall be sold immediately, the sales proceeds shall be applied to said joint mortgage on said real property, Husband shall be solely responsible for paying off said joint mortgage, Husband shall indemnify Wife and hold Wife harmless thereon, and Husband shall keep the remaining sales proceeds, if any, as his sole property free from all claims of Wife.

Prior to Husband refinancing said joint mortgage, Husband shall have exclusive possession of said real property immediately and Husband shall place all utilities in Husband's name with Wife's full cooperation.

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4. **VEHICLES.**

2011 Lexus 570:

The parties agree Wife shall receive the 2011 Lexus 570 vehicle (VIN #_____) as her sole property free from all claims of Husband. The title is in Husband's name only and there is a loan on this vehicle that is in Husband's name only. The parties agree Wife shall refinance said loan and remove Husband's name and liability therefrom within three (3) months from the entry of the final decree of divorce in this cause. Husband shall sign the title to said vehicle to Wife upon Wife refinancing said vehicle loan or sooner if required by Wife's refinance lenders. If Wife fails to refinance said loan and remove Husband's liability therefrom within three (3) months from the entry of the final decree of divorce in this cause, then said vehicle shall sold immediately, the sales proceeds shall be applied to said vehicle loan, and Wife shall be solely responsible for paying off said vehicle loan, Wife shall indemnify Husband and hold Husband harmless thereon, and Wife shall keep the remaining sales proceeds, if any, as her sole property free from all claims of Husband.

Prior to Wife refinancing said vehicle loan that is in Husband's name only, Wife shall pay said vehicle loan n a timely manner and if Wife fails to pay any monthly loan payments then the vehicle shall be sold immediately, the sales proceeds shall be applied to the loan that is in Husband's name only, Wife shall be solely responsible for paying off said loan, Wife shall indemnify Husband and hold Husband harmless thereon, and Wife shall keep the remaining sales proceeds, if any, as her sole property free from all claims of Husband.

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2016 Lexus ES 350: The parties agree Husband shall receive the 2016 Lexus ES 350 vehicle (VIN #_____) as his sole property free from all claims of Wife. The title is in Husband's name only and there is a loan on this vehicle that is in Husband's name only. Husband shall be solely responsible for paying said loan and Husband shall indemnify Wife and hold Wife harmless thereon.

5. **BANK ACCOUNTS:** The parties have already divided their bank accounts and each party shall receive all bank accounts in his or her sole name as his or her sole property, free from the claims of the other party.

6. **RETIREMENT AND PENSION BENEFITS, 401-K, IRA:** The parties acknowledge Husband does not have any retirement, pension, 401-K, or IRA assets.

The parties agree Wife shall receive her individual 401-K assets that are in Wife's sole name as Wife's sole property free from all claims of Husband.

7. **HOUSEHOLD GOODS AND FURNISHINGS:** The parties have already divided their household goods and furnishings. Each party shall receive as their sole property, free from claims of the other party, all household goods and furnishings in his or her possession.

8. **MEDICAL INSURANCE:** Each party shall obtain their own medical insurance.

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9. **PRIVATE SCHOOL TUITION FOR THE PARTIES' MINOR CHILDREN:**

The parties acknowledge two of the parties' three minor children presently attend Ensworth School. The parties agree said children shall attend Ensworth School for the 2018/2019 academic year. The parties agree they shall each pay in a timely manner one-half of the tuition and ancillary tuition for said children to attend Ensworth School for the 2018/2019 academic year. The parties agree they shall discuss the parties' minor children's attendance at private or public schools for the 2019/2020 academic year and all years thereafter, and the parties will attempt to reach agreements thereon. However, if the parties are unable to agree whether the parties' minor children will attend private or public schools for the 2019/2020 academic year and all years thereafter, then neither party shall be required to pay for any of the private school tuition for the parties' minor children without the agreement and consent of each party.

10. **DEBTS:** The parties acknowledge they have the following debts and they agree to the following division of said debts:

A. **There are joint first and second mortgages on the real property located at 3410 Valley Rd., Nashville, Davidson County, Tennessee 37215.** Wife has agreed to refinance said joint first and second mortgages into Wife's name only and remove Husband's liability therefrom as set-forth herein above.

B. **There is a joint mortgage on the real property located at 2525 Blair Blvd., Nashville, Davidson County, Tennessee 37212.** Husband has agreed to refinance said joint mortgage into Husband's name only and remove Wife's liability therefrom as set-forth herein above.

C. **There is a vehicle loan in Husband's name only on the parties' 2011 Lexus 570 vehicle.** The parties have agreed Wife shall receive said vehicle and Wife shall refinance said vehicle loan into Wife's name only and remove Husband's liability therefrom within three (3) months of the date of the entry of the final divorce decree in this cause as set-forth herein above.

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D. **There is an American Express credit card in the names of both parties that has an approximate pay-off balance of** [redacted] parties agree Husband shall be solely responsible for the full payment of said debt in a timely manner, and Husband shall indemnify Wife and hold Wife harmless thereon. The parties agree they shall close this account as soon as possible and no additional credit or charges shall be made against this account by the parties.

E. **There is a Suntrust Bank credit card in the names of both parties that has an approximate pay-off balance of** [redacted] The parties agree Husband shall be solely responsible for the full payment of said debt in a timely manner, and Husband shall indemnify Wife and hold Wife harmless thereon. The parties agree they shall close this account as soon as possible and no additional credit or charges shall be made against this account by the parties.

The parties acknowledge they have no other joint debts together other than those listed above.

The parties acknowledge they each have individual credit cards they each use for their respective businesses and the parties agree each party shall be solely responsible for the payment of their individual credit cards and indemnify the other party and hold the other party harmless thereon.

Further, the parties agree each party shall pay any other debts not listed herein above that are in his or her sole name and shall hold the other party harmless thereon. Neither party shall cause any charges, or credit to be extended in the other party's name or on the other party's accounts.

T.C.A. § 36-4-134 NOTICE.

Each party hereby acknowledges that he or she has been advised that a divorce decree does not necessarily affect the ability of a creditor to proceed against him or her or his or her property, even though he or she 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 his or her best interest to cancel, close or freeze any jointly held accounts.

11. **ALIMONY:** Neither party shall pay the other any alimony.

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12. **ATTORNEY FEES AND COURT COSTS:** Each party shall pay their own attorney fees and Husband shall pay the court costs.

13. **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.

14. **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.

15. **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.

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16. **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 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.

17. **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.

18. **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.

19. **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, 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.

20. **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 non-dischargeable debt under 11 USC Section 523(5) of the Bankruptcy Code, this obligation being part of the final spousal financial support settlement for both parties, including alimony

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and payment of Wife's attorney fees. 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.

21. **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.

22. **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.

23. **COLLEGE TUITION, REGISTRATION, BOOKS, DORM RESIDENCES, and MEALS, FOR PARTIES' CHILDREN.**

The parties agree they shall each be responsible for paying for one-half of each of their children's college tuition, registration, books, dorm residences, and meals/food while their children attend college for up to four (4) years and said expenses shall not exceed the costs of the same expenses at the University of Tennessee at Knoxville for an in-state residence student until said child turns the age of twenty-five (25) after which time this provision and the responsibility to pay for said college expenses terminates.

WITNESS this 21st day of September 2018 as to the Husband.

CLAYTON PETTY RHODES - Husband

Copy

WITNESS, this 3rd day of October, 2018, as to Wife.

LINDSAY SANDERS RHODES – Wife

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, CLAYTON PETTY RHODES, 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 21st day of September 2018.

My Commission expires: 01-08-2019

NOTARY PUBLIC

RICHARD HEDGEPATH JR NOTARY PUBLIC TENN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, LINDSAY SANDERS RHODES, 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 3rd day of October 2018.

My Commission expires: ~~01-08-2019~~ 01-08-2019

NOTARY PUBLIC

Mediation Services and Document Preparation by:
Richard Hedgepath
Attorney at Law
810 Dominican Dr.
Nashville, TN 37228

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18D843

STATE OF TENNESSEE	THIRD CIRCUIT COURT	DAVIDSON COUNTY
PERMANENT PARENTING PLAN ORDER AGREED		FILE No. 18D-843 *(Must be completed)* DIVISION
PLAINTIFF *(Name: First, Middle, Last)* CLAYTON PETTY RHODES, FATHER.	DEFENDANT *(Name: First, Middle, Last)* LINDSAY SANDERS RHODES, MOTHER.	

2018 OCT -4 PM 1:46

2018 OCT -5 PM 3:38

FILED

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.

This plan
- X is a new plan.
- ☐ modifies an existing Parenting Plan dated _____.
- ☐ modifies an existing Order dated _____.

Child's Name	Date of Birth
Sanders Rhodes	10/20/2009
Sterling Rhodes	10/27/2011
Marion Rhodes	11/26/2014

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is Mother, Lindsay Sanders Rhodes.

Under the schedule set forth below, each parent will spend the following number of days with the children: Mother 236.5 days Father 128.5 days

B. DAY-TO-DAY SCHEDULE

Mother shall have responsibility for the care of the children except at the following times when the other parent shall have responsibility:

Father's parenting time shall be from Thursday at 5:00 p.m. until Monday at 8:00 a.m. every other week, and at all other times mutually agreed to by the parties.

This parenting schedule begins the date of the Court's Order.

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C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

Indicate if child or children will be with parent in ODD or EVEN numbered years or EVERY year:

	MOTHER	FATHER
Martin Luther King Day	Odd	Even
Presidents' Day	Even	Odd
Easter Day (unless otherwise coinciding with Spring Vacation)	Odd	Even
Mother's Day	Every	None
Memorial Day (if no school)	Even	Odd
Father's Day	None	Every
Labor Day	Odd	Even
Thanksgiving (Wednesday at 5:00 p.m. until Sunday at 5:00 p.m.)	Odd	Even

A holiday shall begin at 6:00 p.m. on the night preceding the holiday and end at 6:00 p.m. the night of the holiday, unless otherwise noted here: Thanksgiving shall be from Wednesday at 5:00 p.m. until Sunday at 5:00 p.m.

D. FALL VACATION (*If applicable*)

The day to day schedule shall apply except as follows: Father in even-numbered years and Mother in odd-numbered years

E. WINTER (CHRISTMAS) VACATION

Every year, Mother shall have the children for the first period from the day and time school is dismissed until December 25th at 5:00 p.m. and Father shall have the children from December 26th at 8:00 a.m. until 5:00 p.m. on the evening before school resumes.

F. SPRING VACATION (*If applicable*)

The day-to-day schedule shall apply except as follows: Father in even-numbered years and Mother in odd-numbered years

G. SUMMER VACATION

The day-to-day schedule shall apply except as follows: Father shall have the children for one-half of the summer and Mother shall have the children for one-half of the summer. Every year, Father shall notify Mother in writing by April 1st as to which weeks of the summer Father selects to have the children, and Mother shall notify Father in writing by April 15th as to which weeks of the summer Mother selects to have the children. The parties anticipate there being approximately twelve (12) weeks in the summer.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be: Each party shall be responsible for picking up the children at the beginning of their parenting time.

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Payment of long distance transportation costs *(if applicable)*: None.

Other arrangements: _____.

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

I. OTHER

Neither party shall inappropriately expose the children to persons they are having relationships with.

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

Each parent shall make decisions regarding the day-to-day care of a child while the child is residing with that parent, including any emergency decisions affecting the health or safety of a child.

B. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

Non-emergency health care	joint
Religious upbringing	joint
Extracurricular activities	joint
Educational decisions	joint

PRIVATE SCHOOL TUITION FOR THE PARTIES' MINOR CHILDREN:

The parties acknowledge two of the parties' three minor children presently attend Ensworth School. The parties agree said children shall attend Ensworth School for the 2018/2019 academic year. The parties agree they shall each pay in a timely manner one-half of the tuition and ancillary tuition for said children to attend Ensworth School for the 2018/2019 academic year. The parties agree they shall discuss the parties' minor children's attendance at private or public schools for the 2019/2020 academic year and all years thereafter, and the parties will attempt to reach agreements thereon. However, if the parties are unable to agree whether the parties' minor children will attend private or public schools for the 2019/2020 academic year and all years thereafter, then neither party shall be required to pay for any of the private school tuition for the parties' minor children without the agreement and consent of each party.

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III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $14,578.67
Mother's gross monthly income is $6,666.67

1. The final child support order is as follows:

Father shall pay to Mother as regular child support the sum of $5,231 per month.

The Child Support Worksheet shall be attached to this Order as an Exhibit.*

If this is a deviation from the Child Support Guidelines, explain why:

This is an upward deviation from the presumptive child support amount of $4,100 per month (the parties have three minor children). Application of the child support guidelines would be unjust or inappropriate in this cause and the best interest of the parties' minor children will be served by this upward deviation.

The parties acknowledge the parties' minor child, Marion, has special medical needs and presently has recurring uninsured medical expenses for her different therapies, including occupational, speech, and rehabilitation therapies, in the amount of $2,200 per month and said amount is included in the parties' child support worksheet. The parties agree they shall continue to pay for said therapies unless both parties agree to discontinue said therapies.

Additionally, the parties acknowledge said minor child presently requires extra childcare expenses in the form of one-on-one care with an experienced and appropriate care provider, and said care presently costs $540 per week, which is $2,340 per month.

2. Retroactive Support: A judgment is hereby awarded in the amount of $0.00 (none)__ to ☐ mother ☐ father against the child support payor representing retroactive support required under Section 1240-2-4.06 of the D.H.S. Income Shares Child Support Guidelines dating from _____ which shall be paid (including pre/post judgment interest) at the rate of $_____ per ☐ week ☐ month ☐ twice per month ☐ every two weeks until the judgment is paid in full.

3. Payments shall begin on the date of the Court's order.

This support shall be paid:

X directly to the other parent.
☐ to the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, Tennessee 37229, and sent from there to the other parent at: 3410 Valley Rd., Nashville, TN 37215.
☐ A Wage Assignment Order is attached to this Parenting Plan.
☐ by direct deposit to the other parent at _____ Bank for deposit in account no. _____.
☐ income assignment not required; Explanation: _____.
☐ other: _____.

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The parents acknowledge that court approval must be obtained before child support can be reduced or modified.

*Child Support Worksheet can be found on DHS website at http://www.state.tn.us/humanserv/is/isdocuments.html or at your local child support offices.

B. FEDERAL INCOME TAX EXEMPTION[1]

The Mother is the parent receiving child support.

The Mother shall claim the following children: Sterling Rhodes every year and Marion Rhodes ~~in even numbered tax years.~~ every year.

The Father shall claim the following children: Sanders Rhodes every year ~~and Marion Rhodes in odd numbered tax years.~~

The Mother and Father will furnish IRS Form 8332 to the parent entitled to the exemption by February 15 of the year the tax return is due.

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 February 15.
- A copy of his or her federal income tax return shall be sent to the other parent on or before April 15 or any later date when it is due because of an extension of time for filing.
- The completed form required by the Department of Human Services shall be sent to the Department on or before the date the federal income tax return is due by the parent paying child support. *This requirement applies only if a parent is receiving benefits from the Department for a child.*

The parent paying work-related child care expenses shall send proof of expenses to the other parent for the prior calendar year and an estimate for the next calendar year, on or before February 15.

D. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the child or children will be:

- [x] maintained by the mother
- [ ] maintained by the father
- [ ] maintained by both

Proof of continuing coverage shall be furnished to the other parent annually or as coverage changes. The parent maintaining coverage shall authorize the other parent to consult with the insurance carrier regarding the coverage in effect.

Uncovered reasonable and necessary medical expenses, which may include but is not limited to, deductibles or co-payments, eyeglasses, contact lens, routine annual physicals,

[1] NOTE: The child support schedule assumptions in the guidelines (1240-2-4-.03 (6)(b)) assume that the parent receiving the child support will get the tax exemptions for the child.

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and counseling will be paid by the parties pro rata in accordance with their incomes. After insurance has paid its portion, the parent receiving the bill will send it to the other parent within ten days. The other parent will pay his or her share within 30 days of receipt of the bill.

If available through work, the Mother shall maintain dental, orthodontic, and optical insurance on the minor child or children.

E. LIFE INSURANCE

The parties agree they shall each insure his/her own life in the minimum amount of $250,000 by whole life or term insurance. Until the child support obligation has been completed, each policy shall name the child/children as sole irrevocable primary beneficiary, with the other parent as trustee for the benefit of the child(ren), to serve without bond or accounting.

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

The child or children are scheduled to reside the majority of the time with the Mother. This parent is designated as the primary residential parent also known as the custodian, **SOLELY** for purposes of any other applicable state and federal laws. If the parents are listed in Section II as joint decision-makers, then, for purposes of obtaining health or other insurance, 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

Should the parents disagree about this Parenting Plan or wish to modify it, they must make a good faith effort to resolve the issue by the process selected below before returning to Court. *Except for financial support issues including child support, health and dental insurance, uncovered medical and dental expenses, and life insurance*, disputes must be submitted to:

X Mediation by a neutral party chosen by the parents or the Court.
☐ Arbitration by a neutral party selected by parents or the Court.
☐ The Court DUE TO ORDER OF PROTECTION OR RESTRICTIONS.

The costs of this process may be determined by the alternative dispute process or may be assessed by the Court based upon the incomes of the parents. It must be commenced by notifying the other parent and the Court by written request.

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 implementation of the 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. The parent exercising parenting time shall furnish the other parent with a telephone number where the child may be reached at the days and time specified in a parenting plan or other court order or, where days and times are not specified, at reasonable times;

(2) The right to send mail to the child which the other parent shall not destroy, deface, open or censor. The parent exercising parenting time shall deliver all letters, packages and other material sent to the child by the other parent as soon as received and shall not interfere with their delivery in any way, unless otherwise provided by law or court order;

(3) The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any hospitalization, major illness or injury, or death of the child. The parent exercising parenting time when such event occurs shall notify the other parent of the event and shall provide all relevant healthcare providers with the contact information for the other parent;

(4) The right to receive directly from the child's school any educational records customarily made available to parents. Upon request from one parent, the parent enrolling the child in school shall provide to the other parent as soon as available each academic year the name, address, telephone number and other contact information for the school. In the case of children who are being homeschooled, the parent providing the homeschooling shall advise the other parent of this fact along with the contact information of any sponsoring entity or other entity involved in the child's education, including access to any individual student records or grades available online. The school or homeschooling entity shall be responsible, upon request, to provide to each parent records customarily made available to parents. The school may require a written request which includes a current mailing address and may further require payment of the reasonable costs of duplicating such records. These records 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 treating physician or healthcare provider. Upon request from one parent, the parent who has arranged for such treatment or health care shall provide to the other parent the name, address, telephone number and other contact information of the physician or healthcare provider. The keeper of the records may require a written request including a current mailing address and may further require payment of the reasonable costs of duplicating such records. No person who receives the mailing address of a requesting 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 such parent or such parent's family by the other parent to or in the presence of the child;

(7) The right to be given at least forty-eight (48) hours notice, whenever possible, of all extracurricular school, athletic, church activities and other activities as to which parental participation or observation would be appropriate, and the opportunity to participate in or observe them. The parent who has enrolled the child in each such activity shall advise the other parent of the activity and provide contact information for the person responsible for its scheduling so that the other

Copy

parent may make arrangements to participate or observe whenever possible, unless otherwise provided by law or court order;

(8) The right to receive from the other parent, in the event the other parent leaves the state with the minor child or children for more than forty-eight (48) hours, an itinerary which shall include the planned dates of departure and return, the intended destinations and mode of travel and telephone numbers. The parent traveling with the child or children shall provide this information to the other parent so as to give that parent reasonable notice; and

(9) The right to access and participation in the child's education on the same bases that are provided to all parents including the right of access to the child during lunch and other school activities; provided, that the participation or access is legal and reasonable; however, access must not interfere with the school's day-to-day operations or with the child's educational schedule.

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:

After custody or co-parenting has been established by the entry of a permanent parenting plan or final order, if a parent who is spending intervals of time with a child desires to relocate outside the state or more than fifty (50) 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, absent an agreement between the parents or an objection by the non-relocating parent within 30 days of the date the notice is sent via registered or certified mail in accordance with subsection (a), the relocating parent will be permitted to do so by law.

VIII. PARENT EDUCATION CLASS

This requirement has been fulfilled by _ both parents _mother __father X neither, as it is anticipated the Court will waive this requirement

Failure to attend the parent education class within 60 days of this order is punishable by contempt.

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. ***(A notary public is required if this is a proposed plan by one parent. A notary public is required if this is an agreed plan by both parents.)***

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Lindsay Rhodes 10.3.18 Nashville, TN
Mother Date and Place Signed

Sworn to and subscribed before me this 3rd day of October 2018.

My commission expires: 1/08/2019 Notary Public

Father 9-21-2018 Nashville TN 37208
Date and Place Signed

Sworn to and subscribed before me this 21 day of September 2018.

My commission expires: 1-08-2019 Notary Public

APPROVED FOR ENTRY:

Pro Se (no attorney)
Attorney for Mother

Address

Address

Phone and BPR Number

Pro Se (no attorney)
Attorney for Father

Address

Address

Phone and BPR Number

Note: The judge or chancellor may sign below or, instead, sign a Final Decree or a separate Order incorporating this plan.

COURT COSTS (If applicable)

Court costs, if any, are taxed as follows: Father.

It is so ORDERED this the 5th day of October 2018.

HONORABLE ~~PHILLIP ROBINSON~~, JUDGE
PHILIP E. SMITH
SITTING BY INTERCHANGE

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18D843

State of Tennessee - Child Support Worksheet

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:	Lindsay Rhodes	X		
Name of Father:	Clayton Rhodes		X	
Name of non-parent caretaker:				

TCSES case #:

Docket #: 18D-843

Court Name: 3rd Circuit Court Davidson County

FILED
2018 OCT -4 PM 2:06
-5 AM 11:38

Names(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Sanders Rhodes	10/20/2009	236.5	128.5	
Sterling Rhodes	10/27/2011	236.5	128.5	
Marion Rhodes	11/26/2014	236.5	128.5	

Part II. Adjusted Gross Income

		Mother/ Column A	Father/ Column B	NonParent CareTaker/ Column C
	1. Monthly Gross Income	$ 6666.67	$ 14578.67	
	1a. Federal benefit for child	+ 0.00	+ 0.00	
Use Credit Worksheet	1b. Self-employment tax paid	- 0.00	- 0.00	
to calculate line items	1c. Subtotal	$ 6666.67	$ 14578.67	
1d - 1e	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)	$ 6666.67	$ 14578.67	
	2a. Combined adjusted Gross Income $ 21245.34			
	3. Percentage share of income (PI)	31 %	69 %	

Part III. Parent's Share of BCSO

	Mother/ Column A	Father/ Column B	NonParent CareTaker/ Column C
4. BCSO alloted to primary parent's household	$ 2470.00	$ 0.00	$ 0.00
4a Share of BCSO owed to primary parent	$ 0.00	$ 1704.30	
5 Each Parent's average parenting time	N/A	128	
6 Parenting time adjustment	$ N/A	$ -308.38	
7. Adjusted BCSO	$ 0.00	$ 1395.92	

Lindsay Rhodes mother

Father

Copy

Part IV. Additional Expenses	Mother/ Column A	Father/ Column B	NonParent CareTaker/ Column C
8a Children's portion of health insurance preminum	$ 1018.00	$ 0.00	$ 0.00
8b Recurring uninsured medical expenses	$ 2200.00	$ 0.00	$ 0.00
8c Work-related childcare	$ 2340.00	$ 0.00	$ 0.00
9 Total additional expenses	$ 5558.00	$ 0.00	$ 0.00
10 Share of additional expenses owed	$ 0.00	$ 3835.02	
11 Adjusted Support Obligation(ASO)	$ 0.00	$ 5230.94	

Part V. Presumptive Child Support Order	OBLIGATION	
12 Presumptive Child Support Order (PCSO)	$ 0.00	$ 4100.00

*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 Currnet Child Support Order			
13a Current child support order amount for the payor parent	$ 0.00	$ 0.00	
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. Deviation and FCSO

Deviations must be Substantiated by written findings in the Child Support Order	14 Deviations (Specify): Special Needs child extra childcare and therapies	$ 0.00	$ 1131.00
	15 Final Child Support Order (FCSO)	$ 0.00	$ 5231.00
	16 FCSO adjusted for federal benefit, Line 1a Obligor's column	$ 0.00	$ 5231.00

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State of Tennessee - Child Support Worksheet

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:	Lindsay Rhodes	X		
Name of Father:	Clayton Rhodes		X	
Name of non-parent caretaker:				

TCSES case #:

Docket #: 18D-843

Court Name: 3rd Circuit Court Davidson County

Part II. Additional Children

If a parent is claiming more than five children on line 3 or line 7, use the Additional Credit sheet to list information for each child.

	Mother	Father
Parent Income Information		
1 Applicable gross income foe credit worksheet	$ 6666.67	$ 14578.67

In-Home Children

2 Below, list qualified children living in the parent's home (if none, skip to line 7):

Name(s) of Child(ren) for Mother	Date of Birth	Name(s) of Child(ren) for Father	Date of Birth

	Mother	Father
3 Number of qualified children living in the parent's home	0	0
4 Theoretical child support order (this parent's income on CS Schedule for number of children from line 3)	$ 0.00	$ 0.00
5 75% of theoretical child support order from line 4	$ 0.00	$ 0.00

Not-In-Home-Children

6 Below, list qualified children not living in parent's home:

Name(s) of Child(ren) for Mother	Date of Birth	Name(s) of Child(ren) for Father	Date of Birth

	Mother	Father
7 Number of qualified children not living in the parent's home	0	0
8 Average documented monetary support over last 12 months	$ 0.00	$ 0.00
9 Theoretical child support order (this parent's income on CS Schedule for number of children from line 7)	$ 0.00	$ 0.00
10a 75% of theoretical child support order from line 9	$ 0.00	$ 0.00
10b Allowable credit for not-in-home children	$ 0.00	$ 0.00

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CHILD SUPPORT DEVIATION WORKSHEET

Lindsay Rhodes
Primary Residential Parent / [X] Mother; [ ] Father

Docket Number: 18D-843

Clayton Rhodes
Alternate Residential Parent / [ ] Mother; [X] Father

The child(ren) being supported in this cause (herein "the Child(ren)") is/are:
Sanders Rhodes, d/o/b 10-20-2009 Marion Rhodes, d/o/b 11-26-2014
Sterling Rhodes, d/o/b 10-27-2011 _____, d/o/b _____.

Pursuant to Rule 1240-2-4-.07(1) of the Tennessee Child Support Guidelines (herein "the Guidelines"), the Court makes the following findings in support of the requested Child Support Deviation in this cause:

(a) Based on all the relevant facts, the presumptive child support obligation under the Guidelines is $ 4100 per month, owed to Mother.

(b) The parties are requesting an [X] upward / [ ] downward monthly deviation from the presumptive amount pursuant to the Guidelines, in the amount of $ 1131.00. This deviation will result in a child support obligation owed by the obligor in the amount of $ 5231.00 per month.

(c) The reason(s) for the requested deviation is/are as follows:
Marion Rhodes is a special needs child. She requires Monthly occupational, Speech, and rehabilitation therapies not covered by insurance of $2,200 and special childcare needs of $2340 per month.

(d) The strict application of the Guidelines is unjust or inappropriate for the following reason(s):
The "adjusted support obligation" on the worksheet provides $5231 child support however the presumptive statutory limitation provides $4100 per month. This application is rebutted by the special needs expenses of ~~Marion~~ therapies and childcare.

(e) The best interest of the Child(ren) will be served by this deviation for the following reason(s):
Marion's special needs of therapies and childcare can be met and the other needs of the other two children can be met also.

(f) The deviation detailed herein does not seriously impair the ability of the primary residential parent in this cause to maintain minimally adequate housing, food, clothing, and/or other basic necessities for the Child(ren) in this cause.

This worksheet was completed and submitted by [print name] _____.

Lindsay Rhodes — **Primary Residential Parent** — **Date** 10.3.18

[signature] — **Alternate Residential Parent** — **Date** 9/21/18

_____
JUDGE

Copy

THIRD CIRCUIT COURT
COUNTING PARENTING DAYS WORKSHEET

CASE/DOCKET # _____

		ARP DAYS
NUMBER OF WEEKS/WEEKENDS	52	
SUMMER VACATION:		
ARP: # OF WEEKS	5	35
PRP: # OF WEEKS	5	
FALL BREAK:		
# OF WEEKENDS	2	4.5 (4.5 IF ALTERNATING)
SPRING BREAK:		
# OF WEEKENDS	2	4.5 (4.5 IF ALTERNATING)
CHRISTMAS:		
ARP: 1 WEEK	1	7
PRP: 1 WEEK	1	
REMAINING WEEKENDS	36	
½ # OF WEEKENDS	18 (IF ALTERNATING)	
x # OF DAYS	4	72
PLUS ANY OFF-WEEK DAYS	0	0
HOLIDAYS:		
MLK	.5	
PRESIDENT'S DAY	.5	
EASTER	.5	
MEMORIAL DAY	.5	
~~4TH OF JULY~~	~~.5~~	
LABOR DAY	.5	
~~HALLOWEEN~~	~~.5~~	
THANKSGIVING	2 (1/2 # OF DAYS IF ALTERNATING)	
FATHER/MOTHER DAY	1	
CHILD'S B'DAY	—	
PARENT'S B'DAY	—	
OTHER	—	
TOTAL HOLIDAYS	5.5	5.5
TOTAL PARENTING DAYS OF ARP		128.5
TOTAL PARENTING DAYS OF PRP		236.5

Father Mother

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Payment of Child Support that is in Arrears

☒ Payment of child support is current.

☐ Child support in the amount of $_____ is in arrears, and judgment is entered for that amount.

CHANGE OF NAME

Select one of the following:

☒ No change of name is made by these proceedings.

☐ The name of _____ shall be changed to _____.

FEES AND COSTS

Attorney fees shall be paid by the party who incurred them. Court costs shall be paid by ☒ the husband ☐ the wife ☐ both parties equally.

Enter: October 5, 2018

Judge or Chancellor
SITTING BY INTERCHANGE

Presented by:

Plaintiff's Signature
2525 Blair Blvd.
Mailing Address
Nashville TN 37212
City, State, and Zip
615-681-8633
Telephone No.
rhodes.clay@gmail.com
Email Address

Approved by:

Defendant's Signature
3410 Valley Brook Rd.
Mailing Address
Nashville TN 37215
City, State, and Zip
615.402.7905
Telephone No.
lindsayrhodes@gmail.com
Email Address

Attachments:

☒ Marital Dissolution Agreement

☒ Permanent Parenting Plan

☐ Order of Wage Assignment

☐ Title IV-D Information

☐ Qualified Domestic Relations Order(s)

☐ Other: _____