

IN THE CIRCUIT COURT FOR JEFFERSON COUNTY, ALABAMA

BESSEMER DIVISION

**FILED IN OFFICE**

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**JAN 12 2005**  
**EARL N. CARTER, JR**  
**CIRCUIT CLERK**  
**BESSEMER DIVISION**

IN RE: THE MARRIAGE OF

KIM CARLEE,

PLAINTIFF,

v.

CLAY CARLEE,

DEFENDANT.

CIVIL ACTION NO. DR 03-169

**FINAL DECREE OF DIVORCE**

This action coming on to be heard on this the 13<sup>th</sup> day of December, 2004, both parties being present and represented by counsel, and the parties having reached an agreement, the Court finds that the following Final Decree of Divorce is entered, and it is **ORDERED, ADJUDGED** and **DECREED** as follows:

**FIRST:** That the bonds of matrimony heretofore existing between the Plaintiff and the Defendant are dissolved, and the said Kim Carlee is forever divorced from Clay Carlee on grounds of adultery by the Husband/Defendant.

**SECOND:** That neither the Plaintiff nor the Defendant shall marry, except to each other, until sixty (60) days from the date of this decree. If an appeal from this decree is taken within forty-two (42) days, neither the Plaintiff nor the Defendant shall marry again, except to each other, during the pendency of this appeal.

**THIRD:** That the costs of court accrued herein are taxed as paid.

**FOURTH: CUSTODY AND VISITATION**

The Wife shall have the care, custody and control of the two (2) minor children of the parties, namely: David Tyler Carlee, age ten (10) years (DOB: 12/21/1993), and Erin Grace Carlee, age four (4) years (08/29/2000).

The Husband shall have the following rights of visitation with the minor children of the parties:

(a) The first and third weekend of each month from 6:00 p.m. Friday until 6:00 p.m. the following Sunday.

(b) Each December 25<sup>th</sup> at 3:00 p.m. until 3:00 p.m. on the following New Year's Day.

(c) Four weeks during the summer in two-week intervals selected by the non-custodial parent, but upon written notice to the custodial parent on or before May 1<sup>st</sup> of each year.

(d) Every other Thanksgiving Day from 10:00 a.m. until 6:00 p.m. of the same day beginning with the custodial parent having visitation on Thanksgiving of 2005.

(e) Alternate AEA Spring holidays when the children are not in school commencing 6:00 p.m. Friday preceding the week of Spring Vacation through 6:00 p.m. Sunday, the day before the resumption of school beginning with the non-custodial parent having visitation during the Spring holidays of 2006.

(f) Other and different times of visitation may be exercised by agreement of the parties, without prejudice to the other periods of prescribed visitation.

Alabama law requires each party in this action who has either custody of or the right of visitation with a child to notify other parties who have custody of or the right of visitation with the child of any change in his or her address or telephone

number, or both, and of any change or proposed change in principal residence and telephone number or numbers of a child. This is a continuing duty and remains in effect as to each child subject to the custody or visitation provisions of this decree until such child reaches the age of majority or becomes emancipated and for so long as you are entitled to custody of or visitation with a child covered by this order. If there is to be a change of principal residence by you or by a child subject to the custody or visitation provisions of this order, you must provide the following information to each other person who has custody or visitation rights under this decree as follows:

- (1) The intended new residence, including the specific street address, if known.
- (2) The mailing address, if not the same as the street address;
- (3) The telephone number or numbers at such residence, if known.
- (4) If applicable, the name, address, and telephone number of the school to be attended by the child, if known;
- (5) The date of the intended change of principal residence of a child;
- (6) A statement of the specific reasons for the proposed change of principal residence of a child, if applicable;
- (7) A proposal for a revised schedule of custody of or visitation with a child, if any.

- (8) Unless you are a member of the Armed Forces of the United State of America and are being transferred or relocated pursuant to a non-voluntary order of the government, a warning to the non-relocating person that an objection to the relocation must be made within 30 days of receipt of the notice or relocation will be permitted.

You must give notice by certified mail of the proposed change of principal residence on or before the 45<sup>th</sup> day before a proposed change of principal residence. If you do not know and cannot reasonably become aware of such information in sufficient time to provide a 45-day notice, you must give such notice by certified mail not later than the 10<sup>th</sup> day after the date that you obtain such information.

Your failure to notify other parties entitled to notice of your intent to change the principal residence of a child may be taken into account in a modification of the custody of or visitation with the child.

If you, as the non-relocating party, do not commence an action seeking a temporary or permanent order to prevent the change of principal residence of a child within 30 days after receipt of notice of the intent to change the principal residence of the child, the change of principal residence is authorized.



**FIFTH: CHILD SUPPORT**

The Husband shall pay to the Wife the sum of One Thousand Eight Hundred Ninety-eight and No/100 Dollars (\$1,898.00) per month for the support and maintenance of the minor children of the parties. Said monthly child support payments shall be made by the Husband to the Wife on the fourth (4<sup>th</sup>) day of the month following the execution of this Agreement, and payable on or before the fourth (4<sup>th</sup>) day of each month thereafter. Upon the Plaintiff obtaining employment the parties agree to recalculate the child support based on the Guidelines.

The child support set herein is in accordance with the Child Support Guidelines as established by Rule 32, A.R.J.A.

**SIXTH: MEDICAL INSURANCE**

The Wife shall provide and maintain medical insurance for the use and benefit of the minor children of the parties. The parties shall divide equally any and all medical expenses incurred on behalf of the parties' minor children which are not paid by said insurance, including, but not limited to, hospital, doctor, dental, orthodontic, optical care, prescription drugs, co-payments, and the like. Said expenses are to be submitted to the Husband within 30 days of the receipt of same. The Husband shall reimburse the Wife 50% of all unpaid medical expenses incurred on behalf of the minor children of the parties within 30 days of receipt of same.

**SEVENTH: PERIODIC ALIMONY**

The Husband shall pay to the Wife as periodic alimony the sum of \$300.00 per month, commencing on the fourth (4<sup>th</sup>) day of the month following the execution of this Agreement and continuing on the fourth (4<sup>th</sup>) day of each month thereafter until the Wife remarries. If the Wife becomes employed, the Court must first determine that there is no further need for periodic alimony based on the Wife's employment.

**EIGHTH: LIFE INSURANCE**

The Husband shall be responsible for and shall pay the cost of maintaining, for the use and benefit of the parties' minor children, life insurance coverage on his life of not less than \$200,000.00. The children, Ty and Erin, shall remain listed as the irrevocable beneficiaries of said policy until such time as they complete college, or until such time as the youngest child reaches age twenty-four (24) years, whichever first occurs. The Husband shall provide to the Wife proof of continuing coverage at reasonable intervals and shall not take action so as to diminish or encumber the death benefits payable thereunder. This provision constitutes the Husband's consent for the release of such information to the Wife in the event the Husband fails to provide it.

**NINTH:        PERSONAL PROPERTY**

Both parties acknowledge and agree they have already made a division of all items of household furniture, furnishings, goods and appliances. Each party is awarded all items of household furniture, furnishings, goods and appliances now in their possession or under their control.

**TENTH:        UNPAID MEDICAL BILLS AND MEDICAL INSURANCE**

Immediately upon the execution of the Agreement of the parties, the Husband shall pay to the Wife the sum of \$3,200.00, representing unpaid medical bills and medical insurance owed by him to the Wife (\$2,100.00 for unpaid medical insurance and \$1,100.00 for 50% of unpaid medical expenses). The Husband represents that payment for the medical insurance for the month of December 2004 was mailed prior to the court date, but at the time of the hearing, has not been received by the Wife or the Wife's father. In the event they receive that payment for the month of December 2004, then the total due for medical insurance shall be reduced by \$700.00 and the balance owed shall be \$1,400.00. The Wife shall be due one last reimbursement from Blue Cross and Blue Shield for prescription drug expense incurred by her in the amount of \$737.53 and a possible reimbursement to her for an additional \$395.52 that she has incurred for pain patches.

**ELEVENTH: WIFE'S ATTORNEY'S FEES AND EXPENSES**

The Husband shall pay to the Wife through the office of James A. Holliman, 2491 Pelham Parkway, Pelham, Alabama 35124, the sum of \$18,000.00, representing attorney's fees incurred by the Wife in this proceeding. The Husband further shall pay to the Wife through the office of James A. Holliman, 2491 Pelham Parkway, Pelham, Alabama 35124, the sum of \$1,376.00, representing litigation expenses incurred by the Wife in this proceeding. Attorney fees and litigation expenses were set by the Honorable Eugene R. Verin, Circuit Judge, based on the stipulated testimony of both attorneys.

**TWELFTH: MISCELLANEOUS**

Each of the parties hereto shall, when and as requested by the other party, execute and deliver to such other party, any and all documents, deeds, releases and conveyances necessary or convenient to show title to the property of the parties vested in accordance with the terms of this Agreement.

**THIRTEENTH: INCOME WITHHOLDING ORDER**

The Husband is self-employed, but the parties acknowledged that in accordance with Act No.84-445 of the Alabama Legislature, the following language would be included in any decree rendered in this cause:

"Reference is hereby made in this final decree to a separate order entitled, Income Withholding Order, the entry of which is required of this Court by the provisions of Section 2 of Act No. 84-445 of the Alabama Legislature and which is specifically incorporated herein as a part of this Court's final order and decree in this cause. Said Order directs the husband's employer, or any future



employer, to withhold from income due the husband the amount ordered herein to be paid as support and maintenance of the husband's minor child(ren) on a continuing basis."

The Income Withholding Order shall not be issued at this time because the parties have entered into a written agreement that provides an alternate arrangement for payment. However, in the event the Obligor becomes delinquent and upon Obligee's Affidavit to that effect, then the Income Withholding Order shall be issued upon payment of the service fee.

2005. **DONE** and **ORDERED** this the 11<sup>th</sup> day of January.

*Eugene R. Verin*

EUGENE R. VERIN, CIRCUIT JUDGE *YKF*

I, Earl N. Carter, Jr., as Clerk of the Circuit Court, Tenth Judicial Circuit of Alabama, Bessemer Division, do hereby certify that the foregoing is a true, correct and full copy of the instrument herewith set out as appears of record in said Court.

Witness my hand and seal of said Court, this 20<sup>th</sup>  
day of January, 20 05

*Earl N. Carter Jr.* Clerk