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Shelby Cnty Judge of Probate, AL
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**IN THE CIRCUIT COURT OF JEFFERSON COUNTY
TENTH JUDICIAL CIRCUIT OF ALABAMA**

RHONDA WHITE SANFORD,)
)
PLAINTIFF,) CIVIL ACTION NO. DR 08-900271-RAF
)
VS.)
)
CHARLES P. SANFORD,)
)
DEFENDANT.)

FINAL JUDGMENT OF DIVORCE

This cause came before the Court to be heard on the 25th day of February, 2010, and upon the taking of testimony ore tenus, and upon an agreement of the parties being reached and after due consideration of the same, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

1. That the bonds of matrimony, heretofore existing between the parties, are dissolved, and the said **Rhonda White Sanford** and the said **Charles P. Sanford**, are divorced, each from the other, on grounds of incompatibility.
2. Neither party shall marry again, except to each other, sixty (60) days after the date of their **FINAL JUDGMENT OF DIVORCE**, and if an appeal is taken (which must be instituted within forty-two (42) days from this **FINAL JUDGMENT OF DIVORCE**, or from the date that a Post-trial Motion is denied), then neither party shall again marry, except to each other, during the pendency of the appeal.
3. **CHILD CUSTODY** The legal custody of the minor children of the parties, namely **Meredith Sanford**, born November 22, 1994; **Laura Lee Sanford**, born August 9, 1996; and **Taylor Sanford**, born October 31, 1997, is hereby vested with the Mother, **Rhonda White Sanford**, who is a fit and proper person to hold such custody.
4. **RELOCATION OF CHILDREN** 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

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or the right of visitation of the child of any change in his or her address or telephone number, or both, and of any change or proposed change of 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 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 States 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 thirty (3) days of receipt of the notice or the relocation will be permitted.

You must give notice by Certified Mail of the proposed change of principal residence on or before the forty-fifth (45th) 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 forty-five (45)

day notice, you must give such notice by Certified Mail not later than the tenth (10th) 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 a 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 thirty (30) days after receipt of notice of the intent to change the principal residence of the child, the change of principal residence is authorized.

5. **CHILD SUPPORT** Until further ordered by this Court, or until said children reach the age of nineteen (19) years, marry, or become self-supporting, whichever shall occur first, the Father, **Charles P. Sanford**, shall pay, as monthly child support to the Mother, **Rhonda White Sanford**, Three Thousand Dollars (\$3,000.00) a month, which is not the amount determined by a proper application of the Federal Child Support Guidelines but is in excess thereto, but is supported by the agreement of the parties. Said child support shall be payable on or before March 15, 2010 and on or before the fifteenth (15th) of each month thereafter.

Although the amount of child support is a deviation from the Federal Child Support Guidelines, it is hereby specifically approved by the Court.

That reference is hereby made in this **FINAL JUDGMENT OF DIVORCE** to a separate **ORDER** entitled, **INCOME WITHHOLDING FOR SUPPORT**, which is being entered at this time but **NOT** served since the Father, **Charles P. Sanford**, is self-employed.

6. **MEDICAL INSURANCE** The Mother, **Rhonda White Sanford**, shall provide and maintain the appropriate medical and hospitalization insurance that is currently in effect for the use and benefit of the minor children of the parties until such time as the minor children marry, become self-supporting, or reach the age of nineteen (19) years, whichever comes first. The Mother and Father shall each be equally responsible for all medical, hospitalization, dental, optical, and orthopedic charges not covered by insurance with the exception that the Father is to

finish paying for the children's existing dental bill and to pay for all of the dental brace orthodontic charges of the minor child of the parties, **Taylor Sanford**, which is currently needed.

7. **VISITATION** The Father, **Charles P. Sanford**, is hereby awarded reasonable visitation upon such reasonable times and places as the parties may agree.
8. **LIFE INSURANCE** The Husband shall provide to the Wife proof of the existence of an insurance policy at least in the amount of One Million Dollars (\$1,000,000.00) naming the children as Irrevocable Beneficiaries as long as there is any liability under this **DECREE**.
9. **ALIMONY** The Husband, **Charles P. Sanford**, shall pay monthly to the Wife, **Rhonda White Sanford**, Two Thousand Dollars (\$2,000.00) a month as periodic alimony and it shall be payable on or before March 15, 2010 and the fifteenth of each month thereafter.
10. **PROPERTY SETTLEMENT** The Wife, **Rhonda White Sanford**, is hereby vested with and awarded all right, title and interest of the Husband in the business enterprise called Sanpeggio's Pizza, and he is hereby divested therein, and the Husband shall execute any paperwork necessary for the transfer thereof. The Wife, **Rhonda White Sanford**, is also granted a perpetual lien on all of the Husband, **Charles P. Sanford**'s interest in Roebuck Golf Course, LLC as long as he has an obligation under this **DECREE**.

The Husband is to be given a credit each month towards his alimony first and then his child support second for any amount the Wife receives monthly from Sanpeggio's Pizza.

All personal property shall remain as divided.

11. **DEBTS AND TAXES** The Husband, **Charles P. Sanford**, is to indemnify the Wife, **Rhonda White Sanford**, from any tax liability through the Tax Years 2004 through 2008, it appearing to the Court and the parties hereby agreeing that **Rhonda White Sanford** had no independent income during that period of time and that all income was that of the Husband, **Charles P. Sanford** through the Tax Years 2004 through 2008; and further the Husband, **Charles P. Sanford**, is to indemnify the Wife, **Rhonda**



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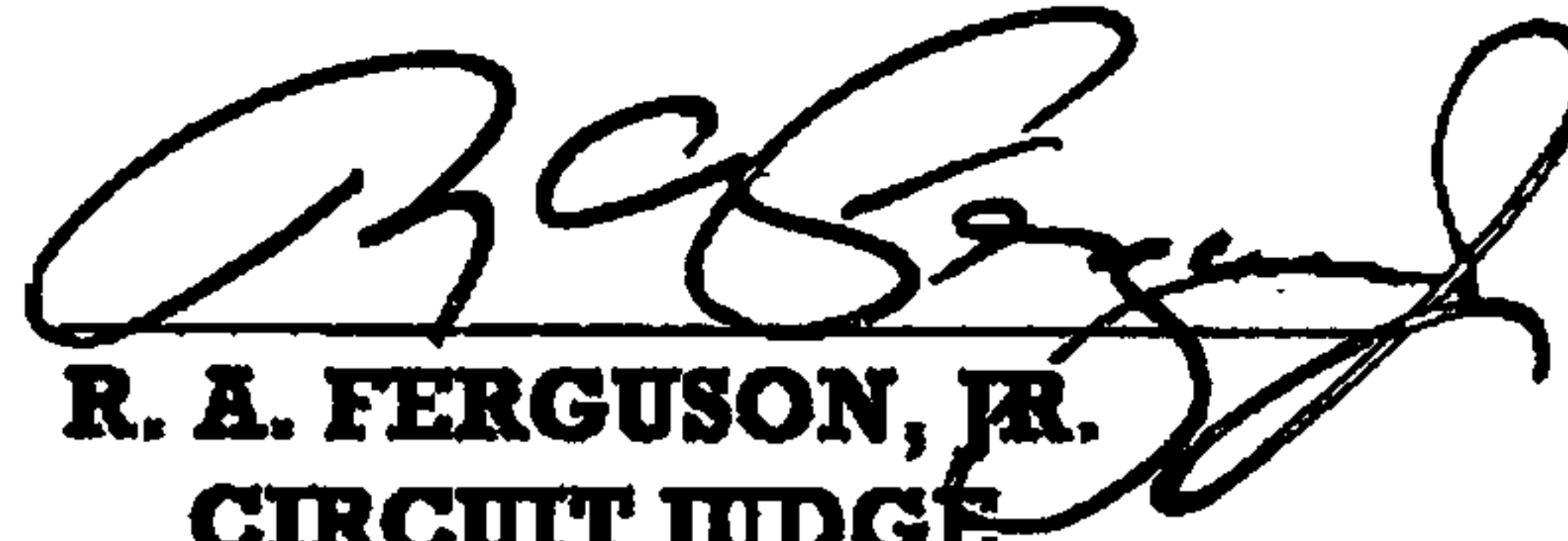
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White Sanford, from any legal or tax liability related to the purchase or sale of the "Donnelly House".

12. **COLLEGE EDUCATION** The parties obligations regarding college education are hereby reserved.
13. **ATTORNEY'S FEE** The Husband, **Charles P. Sanford**, shall pay to the wife, **Rhonda White Sanford**, Five Thousand Dollars (\$5,000.00) for her Attorney-of-Record, **Ted Stuckenschneider's** services, which shall be paid through the offices of **Ted Stuckenschneider, 205 North 20th Street, Suite 427, Birmingham AL 35203** within a reasonable time.
14. **COSTS** The costs of these proceedings shall be taxed as paid, for which let execution issue.

DONE AND ORDERED this 5 day of March, 2010.


R. A. FERGUSON, JR.
CIRCUIT JUDGE

NOTICE: This is a true and correct copy of the original as filed with the Clerk of the Court. The original is on file with the Clerk of the Court. The original is on file with the Clerk of the Court. The original is on file with the Clerk of the Court.

Copies of this Order mailed to
Ted Stuckenschneider and
Ferris S. Ritchey, Jr. pursuant to
Rule 77(d) of the Alabama Rules
Of Civil Procedure this date.
Dated this **MAR 08 2010**
March, 2010.
By Jane Marie Adams



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I, Anne-Marie Adams, Clerk of the Circuit Court, of Jefferson County, 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 the seal of said Court, this

the _____ day of MAR 10, 202010


CLERK

