

This Instrument Prepared by:

Mark Hartzog
Hartzog & Silva, PLC
123 Fifth Ave. N.; P. O. Box 664
Franklin, TN 37064-0664

MAINTENANCE AGREEMENT

This Agreement is made and entered into on the dates hereinafter referenced by and among **WILLIAM B. POPE, ROBERT S. LINDSEY, KRIS A. GERNENTZ and JASON ALLEN SAUNDERS;**

WITNESSETH:

WHEREAS, the parties herein own the following described tracts or parcels of real estate situated in Maury County and Williamson County, Tennessee, to-wit:

William B. Pope	6781 Leipers Creek Road
William B. Pope	6787 Leipers Creek Road
Jason Allen Saunders	6791 Leipers Creek Road
Kris A. Gernentz	6795 Leipers Creek Road
Robert S. Lindsey	6805 Leipers Creek Road

WHEREAS, the real estate owned by each of the parties herein is served by and/or encumbered by an easement for ingress and egress as depicted on Exhibit A attached hereto; and,

WHEREAS, the real estate owned by each of the parties is further encumbered by a Common Maintenance Agreement of record in Book R1471, Page 81, Register's Office for Maury County, Tennessee, and in Book 1959, Page 532, Register's Office for Williamson County, Tennessee, to which reference is here made; and,

WHEREAS, said Common Maintenance Agreement, by inadvertence or mistake, contains language terminating same upon a transfer of real estate by a party hereto rather than being binding upon successive owners as intended; and,

WHEREAS, the parties hereto desire to terminate the Common Maintenance Agreement hereinabove referenced and enter into a new Maintenance Agreement which will be binding upon each of the parties hereto, their successors, heirs and assigns;

NOW, THEREFORE, for good and valuable consideration exchanged, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The repairs and maintenance to be undertaken and performed under this Agreement will include the filling of potholes, re-graveling, resurfacing and any additional repairs or maintenance deemed necessary or advisable. However, repairs will not be undertaken under this Agreement except with the expressed written consent of each of the parties hereto and an assumption by each in writing of their proportionate share of financial liability for the cost of same. A party hereto will not unreasonably withhold consent to repairs and maintenance reasonably needed as to the driveway and other improvements serving the properties herein.

2. The parties agree their proportionate share of costs shall be determined as follows:

*William B. Pope (6781 Leipers Creek Road): 33 1/3% to Section A; 50% to Section B, and 100% to Section D as depicted on Exhibit A;

William B. Pope (6787 Leipers Creek Road): 33 1/3% to Section A; 50% to Section B, and 100% to Section E as depicted on Exhibit A;

Jason Allen Saunders (6791 Leipers Creek Road): 33 1/3% to Section A; 50% to Section C as depicted on Exhibit A;

Kris A. Gernentz (6795 Leipers Creek Road): 33 1/3% to Section A; 50% to Section C as depicted on Exhibit A;

Robert S. Lindsey (6805 Leipers Creek Road): None

* In the event a residence should be constructed on the 6781 Leipers Creek Road tract, the owner of said tract will then contribute 25% of the cost associated with Section A, and the contribution of the tracts situated at 6787 Leipers Creek Road, 6791 Leipers Creek Road and 6795 Leipers Creek Road will each be reduced to 25% of the cost of Section A.

3. In the event a party hereto causes an use of the driveway (i.e. heavy equipment, heavy loads, etc.) that results in damage to same, said party will be individually responsible for all repairs associated therewith.

4. Any notice or report required under this Agreement will be sent to the parties at the address herein referenced, unless the address is changed by written notice to each person concerned, in which event the change of address given will be used for the sending of such notice or report. Any required notice will be made by regular and registered mail, properly addressed and postage prepaid.

5. Each of the parties hereto indemnifies and holds the other harmless from any and all liability for injury to himself/herself or damage to his/her property when such injury or damage results from, arises out of, or is attributable to any maintenance or repair undertaken pursuant to this Agreement.

6. This Agreement shall be binding upon each of the parties hereto, their heirs, successors and assigns. The terms of this Maintenance Agreement will run with the land and be binding upon all future owners.

7. This Maintenance Agreement will be recorded in the Register of Deeds Office of Maury County, Tennessee, and upon said recordation, the Common Maintenance Agreement of record in Book R1471, Page 81, Register's Office for Maury County, Tennessee, and in Book 1959, Page 532, Register's Office for Williamson County, Tennessee, shall become null and void.

THIS INSTRUMENT has been executed on the dates hereinafter referenced.

Date: 9/26/13

William B. Pope

WILLIAM B. POPE

Date: 9/26/13

Robert S. Lindsey

ROBERT S. LINDSEY

Date: 9/26/13

Kris A. Gernentz

KRIS A. GERNENTZ

Date: 9/26/13

Jason Allen Saunders

JASON ALLEN SAUNDERS

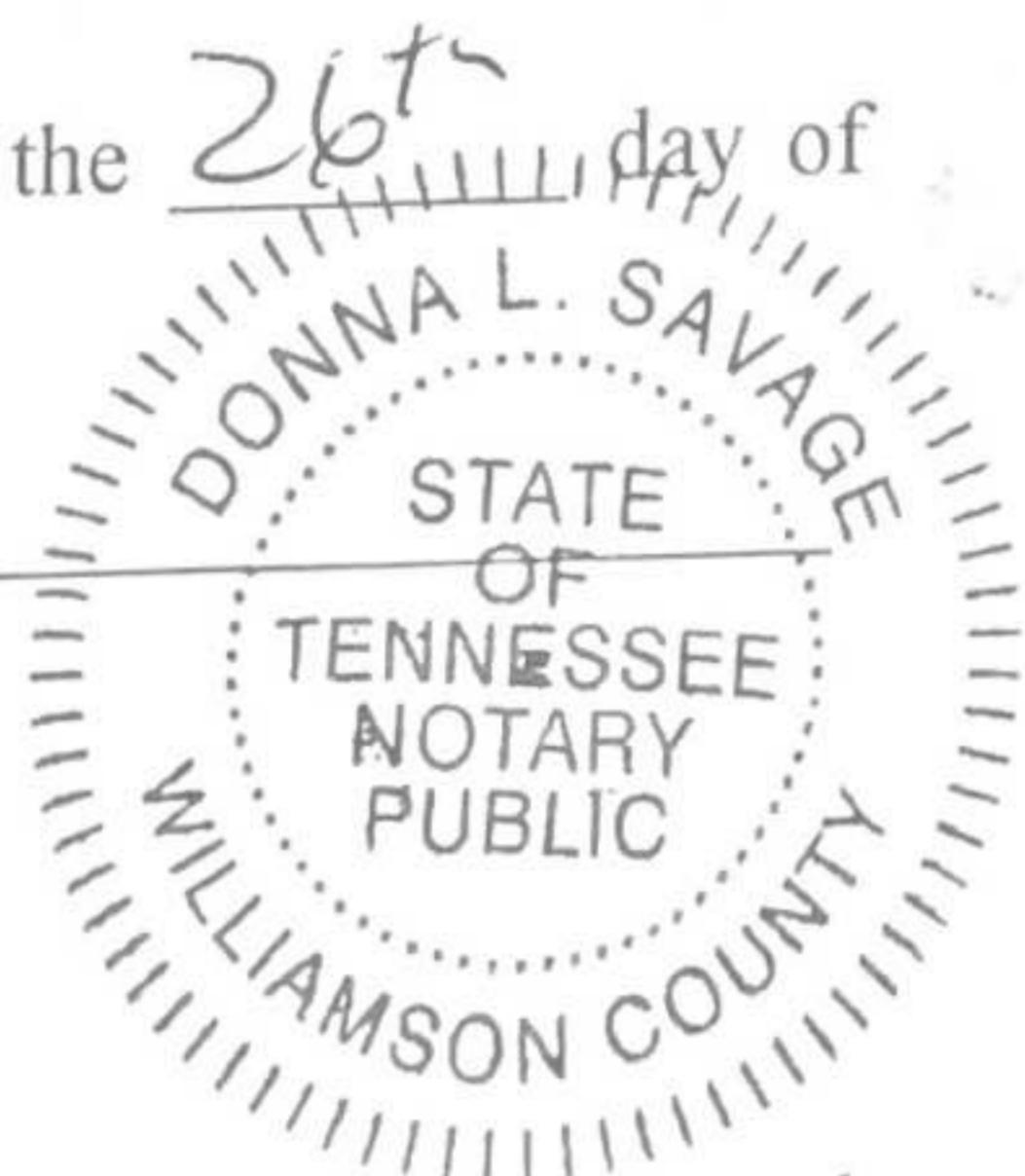
STATE OF TENNESSEE
COUNTY OF Williamson

PERSONALLY appeared before me, the undersigned, a Notary Public in and for said county and state, the within named **WILLIAM B. POPE**, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Franklin, Tennessee, this the 26th day of September, 2013.

My Commission Expires:
12-06-16

Clard. Pg
Notary Public



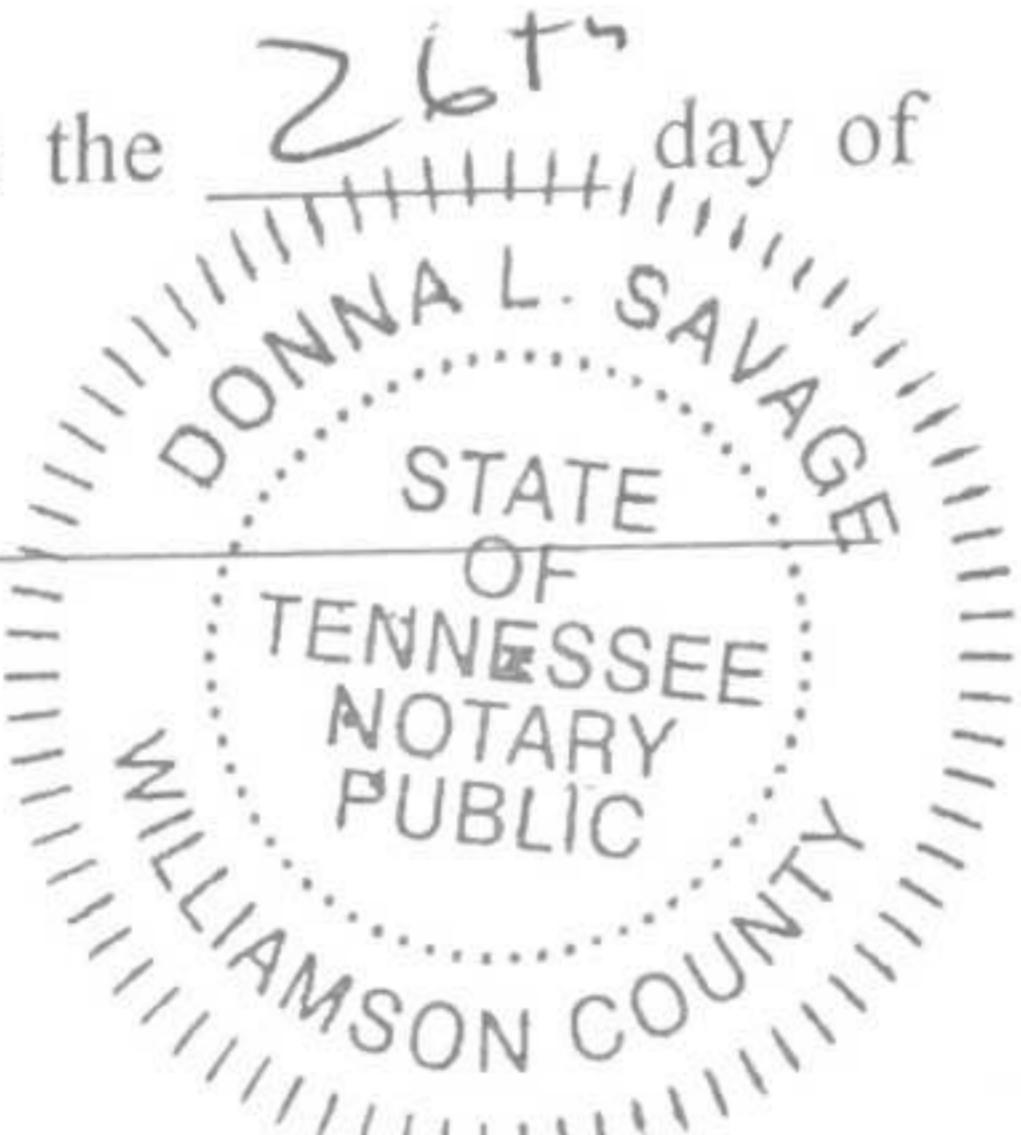
STATE OF TENNESSEE
COUNTY OF Williamson

PERSONALLY appeared before me, the undersigned, a Notary Public in and for said county and state, the within named **ROBERT S. LINDSEY**, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Franklin, Tennessee, this the 26th day of September, 2013.

My Commission Expires:
12-06-16

Clard. Pg
Notary Public



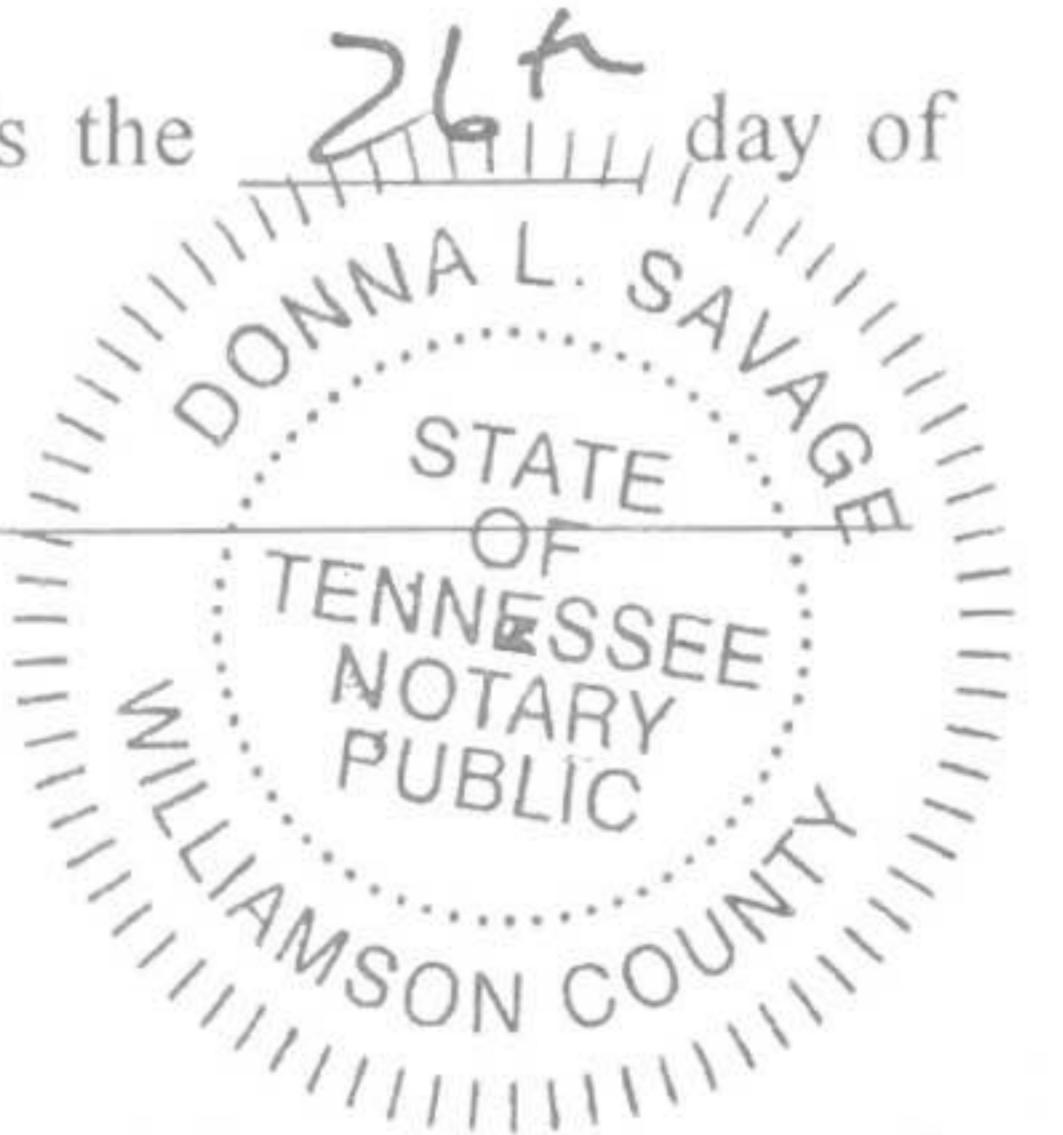
STATE OF TENNESSEE
COUNTY OF Williamson

PERSONALLY appeared before me, the undersigned, a Notary Public in and for said county and state, the within named **KRIS A. GERNENTZ**, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Franklin, Tennessee, this the 26th day of September, 2013.

My Commission Expires:
12-06-16

Clard. Pg
Notary Public



STATE OF TENNESSEE
COUNTY OF Williamson

PERSONALLY appeared before me, the undersigned, a Notary Public in and for said county and state, the within named **JASON ALLEN SAUNDERS**, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Franklin, Tennessee, this the 26th day of September, 2013.

My Commission Expires:
12-06-16

Clard. Pg
Notary Public



Exhibit "A"

