THIS INSTRUMENT PREPARED BY: Homer R. Ayers, Attorney at Law
Bank of Goodlettsville, Suite 301
112 Long Hollow Pike
Goodlettsville, TN 37072

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BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT made and entered into on the day and date last acknowledged below by and between TOM WILLIAMS and wife, CARRIE MARIE WILLIAMS, hereinafter called "WILLIAMS", GENE H. SCOTT, a/k/a GENE HOWARD SCOTT, a widower, hereinafter called "SCOTT", and JEFF SMITH, hereinafter called "SMITH";

W I T N E S S E T H:

WHEREAS, SCOTT owns and holds title to certain real property located at the westerly corner of the intersection of Swinging Bridge Road and Warren Drive, said property having been conveyed to SCOTT by deed of record in Book 4757, page 031, Register's Office for Davidson County, Tennessee; and,

WHEREAS, SCOTT, as Seller, entered into a contract with SMITH, as Buyer, for the sale of said property, subject to permission being granted by the Planning and Zoning Board for the Metropolitan Government of Nashville-Davidson County, Tennessee, to subdivide said property into two separate lots; and,

WHEREAS, in furtherance of intent of the said parties, SMITH moved two houses onto the said property and proceeded to remove certain boundary fences, separating the said property from the adjoining properties; and,

WHEREAS, the adjoining properties, contiguous to the property of SCOTT as hereinabove recited, are owned by WILLIAMS, by deed of record in Book 1643, page 107, Register's Office for Davidson County, Tennessee; and,

WHEREAS, a boundary fence, existing for more than forty (40) years, separated the properties of SCOTT and WILLIAMS; and,

WHEREAS, a survey dated June 29, 1988, was prepared by John D. McCormick, Registered Land Surveyor, disregarding the established boundary fences, extending the SCOTT property to encroach

upon the WILLIAMS property, and thereby providing sufficient dimensions to allow a subdivision of the SCOTT property for the intended purposes of SCOTT and SMITH; and,

WHEREAS, a controversy arose between the said parties as to the validity of the survey prepared by the said John D. McCormick Registered Land Surveyor; and,

WHEREAS, WILLIAMS employed the services of Barry Greer, Registered Land Surveyor, who established the respective contiguous boundary lines of WILLIAMS and SCOTT according to the old existing boundary fence, a part of which was destroyed by SMITH; and,

WHEREAS, the parties now agree that the boundary fence did, in fact, serve as the property lines separating the respective properties of WILLIAMS and SCOTT and that SCOTT and SMITH would reconstruct that part of the boundary fence destroyed by SMITH, at the sole cost and expense of SCOTT and/or SMITH.

NOW, THEREFORE, for and in consideration of the sum of One Dollar, each to the other paid, the premises shown, and other good and valuable considerations, including the desire of the parties to firmly establish, for all times, the said boundary lines, separating the properties of SCOTT and WILLIAMS, the receipt of all of which are hereby acknowledged, the parties agree as follows:

1. That the boundary lines separating the respective properties of SCOTT and WILLIAMS shall be established, for all times, in accordance with the drawing attached hereto as Exhibit A to this agreement and incorporated herein by reference, as fully as if copied verbatim.

2. That SCOTT and/or SMITH will, at their sole cost and expense, construct a boundary fence along the southerly line of the property of SCOTT, to replace the boundary fence torn down by SMITH, which fence shall be constructed of the same design and materials of the original boundary fence and shall be constructed along the same line as the original boundary fence, as set forth and shown in Exhibit A attached.

3. That upon completion of the construction of the said boundary fence, as set forth and described in Paragraph 2 above, WILLIAMS will release SCOTT and SMITH from any claim, demand or suit relating to any act or acts of SCOTT or SMITH, as recited herein, including the wrongful destruction of the boundary fence, without prior notice, as prohibited by TCA §44-8-208.

4. This Boundary Line Agreement shall be binding upon the parties hereto, and their respective heirs, personal representatives or assigns.

5. This Boundary Line Agreement constitutes the entire agreement between the parties and supersedes any other representations, warranties, agreements or contracts, express or implied, relating to the matters recited herein.

WITNESS our hands on the day and date acknowledged below.

"SMITH"

JEFF SMITH

"SCOTT"

GENE H. SCOTT a/k/a
Gene Howard Scott

"WILLIAMS"

TOM WILLIAMS

CARRIE MARIE WILLIAMS

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, TOM WILLIAMS and CARRIE MARIE WILLIAMS, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 2 day of December, 1988.

NOTARY PUBLIC

My Commission Expires: 12-31-89

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

RUSH

95257

PRESENTED FOR RECORD
DEC 20 1 13 PM '88
DAVIDSON COUNTY, TENNESSEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, GENE H. SCOTT a/k/a GENE HOWARD SCOTT, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 16th day of December, 1988.

Mary S. Hooper
NOTARY PUBLIC

My Commission Expires: 1/11/92

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

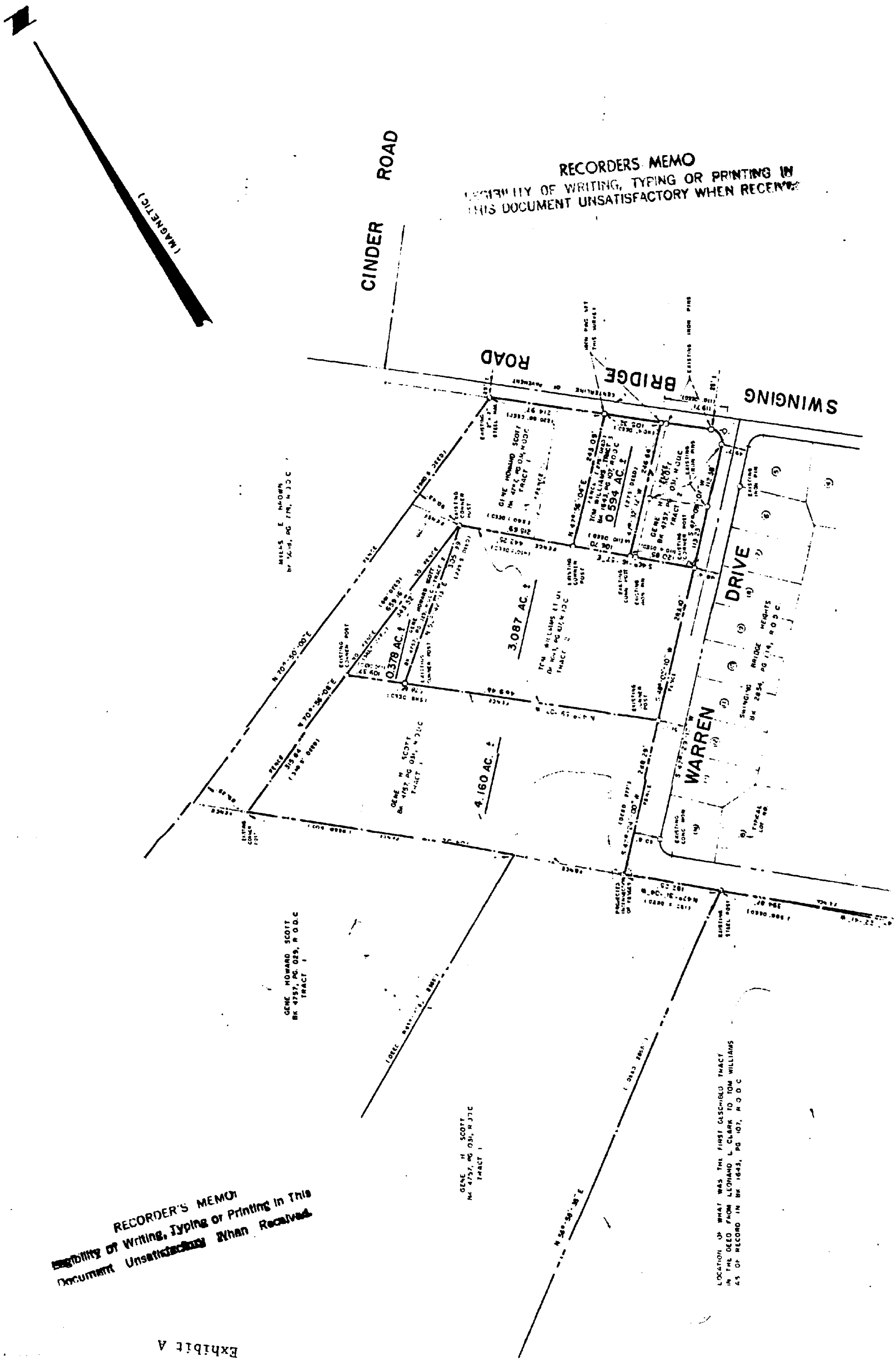
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JEFF SMITH, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 16th day of December, 1988.

Mary S. Hooper
NOTARY PUBLIC

My Commission Expires: 1/11/92

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED



RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received

Exhibit A