Prepared by:
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102 N. Main
Ashland City, TN 37015
File: 10090027

Thomas R. Wagner and Anna M. Wagner

LEWIS BRONER MCCOY
NOTARY PUBLIC
STATE OF TENNESSEE
CHEATHAM COUNTY

STATE OF TENNESSEE }
COUNTY OF Cheatham }
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $109,900.00

Patty L Maggard
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE, THIS THE 1 DAY OF Oct, 2010.

NOTARY PUBLIC

My Commission expires: 10/20/12

Address of New Owner	Send Tax Bills To:	Tax Information:
Patty L. Maggard 5927 Eatons Creek Road Joelton, TN 37080	Same	09-00-0-291.00

Warranty Deed

For and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, **Thomas R. Wagner and Anna M. Wagner,** hereinafter called the **Grantor(s)**, have bargained and sold, and by these presents do transfer and convey unto **Patty L. Maggard,** hereinafter called the **Grantee(s)**, his/her/their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to wit:

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Hughlan E. Walker property, Section 1, as of record in Book 4660, page 164, Register's Office for said County, specific reference to which is here made for a more particular description of said land.

Being the same property conveyed to Thomas R. Wagner and wife, Anna M. Wagner by deed from Linda Cheryll Swan and husband Duane Swan, dated 09/12/2003, of record in Instrument Number 20030922-0139762, Register's Office for Davidson County, Tennessee.

This is improved property generally located:
5927 Eatons Creek Road, Joelton, TN 37080

SUBJECT TO THE FOLLOWING:

1. 2010 Taxes have been prorated and have been assumed by and are the responsibility of Grantee.
2. Easement, setbacks and all other matters shown on the plan of Hughlan E. Walker property, Section 1, as of record in Book 4660, page 164, Register's Office for said County, to which reference is made for a more complete description.
3. Easement of record at Book 10727, page 343, Register's Office of Davidson County, Tennessee, and to which instrument reference is here made for the complete and exact terms, details and requirements thereof.
4. Easement of record at Book 9506, page 798, Register's Office of Davidson County, Tennessee, and to which instrument reference is here made for the complete and exact terms, details and requirements thereof.
5. Joint Driveway use and maintenance agreement as further described herein.

BILL GARRETT, Davidson County
Trans:T20100064762 DEEDWARR
Recvd: 10/13/10 10:26 3 pgs
Fees:18.00 Taxes:406.63
20101013-0081940

JOINT DRIVEWAY USE AND MAINTENANCE AGREEMENT

As further consideration and as a condition of this conveyance, Grantor(s) his/her/their heirs and assigns, forever, agree and Grantee(s) take property subject to the joint use and maintenance agreement as follows:

WHERAS Grantor(s) are also the owner(s) of real property generally described as Map/parcel 73-065, same being described in deed recorded at Book 9516, page 142, Register's Office for Davidson County, Tennessee, same being generally located to the south and adjacent to the property being conveyed to Grantee(s) in this deed.

WHEREAS Grantor(s) utilize as preferred access to the real property described in Book 9516, page 142, RODDC, a private driveway running generally down the 12' access easement as shown on plat of record at Book 4660, page 164, Register's Office for Davidson County, Tennessee, further shown on plat of record at Book 5200, page 279, Register's Office for Davidson County, Tennesse, marked as a Deadicated ROW and private Road, and as a condition of this transfer are retaining the right to the continued use of same.

WHEREAS Grantor(s) desire to establish an agreement of Joint use and Maintenance of said drive and ROW easement as a condition of this conveyance.

NOW, THEREFORE, as further consideration of this conveyance Grantor(s) hereby retain the right to use a private driveway running generally down the 12' access easement as shown on plat of record at Book 4660, page 164, Register's Office for Davidson County, Tennessee, further shown on plat of record at Book 5200, page 279, Register's Office for Davidson County, Tennesse, marked as a Deadicated ROW and private Road, with said right to serve and that property currently owned by Grantor(s) and described in Deed Book Book 9516, page 142, RODCT, with same reservation to run with the land.

FURTHER, Grantor(s) further agree to and hereby grant and convey to Grantee(s) his/her/their heirs and assigns, to run with the land, an easement as is necessary, across the real property of Grantor(s), for the continued utilization of said driveway as it currently exists.

FURTHER, said Driveway use shall be limited to that of a private residential/agricultural roadway and further that the use of the same shall be in a reasonable manner. It is further agreed and understood that the easement granted hereby shall run with the land of both Grantor(s) and Grantee(s) and is nonexclusive and is for the mutual use and benefit of the Grantor(s) and Grantee(s), their heirs, successors, and assigns.

Further Grantor(s) and Grantee(s), their heirs and/or successors in interest, shall jointly maintain said private drive with all expenses of upkeep and maintenance of said easements, including, but not limited to, gravel, drainage, landscaping, and general repair, shall be shared equally among Grantor(s) and Grantee(s), his/her/their heirs and/or assigns; provided these expenses of upkeep and maintenance are done with the prior written approval of Grantor(s) and Grantee(s) his/her/their successors and/or heirs.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee(s) his/her/their heirs and assigns, forever. I/We do covenant with said Grantee(s) that I/We are/am lawfully seized and possessed of said land in fee simple, have a good right to convey it, and that same is unencumbered, unless otherwise set out herein or as to other matters appearing of record. I/We further covenant and bind myself/ourselves, my/our heirs and representatives, to warrant and forever defend the title to the said land to the Grantee(s), his/her/their heirs and assigns, against

the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, **Thomas K. Wagner and Anna M. Wagner** has/have caused this instrument to be executed, this the 1st day of October, 2010.

Thomas K. Wagner

Anna M. Wagner

STATE OF TN
COUNTY OF Sumner

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared, **Thomas K. Wagner and Anna M. Wagner,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, acknowledged that he/she/they executed the within instrument for the purposes therein contained.

This the 1 day of Oct, 2010.

My commission Expires: 7/28/12

NOTARY PUBLIC

Rebecca Campbell
State of Tennessee Notary Public
County of Sumner