

THIS INSTRUMENT PREPARED BY:  
Jack H. McPherson, Jr.  
204 E. Loveliss Street  
Kingston, Tennessee 37763

AMENDMENT TO MAINTENANCE AGREEMENT  
LADD LANDING BOULEVARD

THIS AMENDMENT, made and entered into this 3<sup>rd</sup> day of September, 2009, by and between Ladd Landing, LLC (hereinafter called the "Landowner"); the Land Owners Association of Ladd Landing, Inc. (hereinafter referred to as the "Association") and the City of Kingston (hereinafter called the "City").

WITNESSETH:

WHEREAS, the parties did heretofore enter into a Maintenance Agreement with regard to Ladd Landing Boulevard dated March 3, 2003 and recorded in Book DM22, Page 312 in the Register's Office for Roane County, Tennessee (the "Agreement"); and,

WHEREAS, the Association, through its officers, has approached the City regarding a modification of the Agreement whereby the City would assume the responsibility for mowing, trimming and cleaning the grassy areas on the rights of way along the Ladd Landing Boulevard; and,

WHEREAS, the City council has considered the request of the Association and has determined that a modification regarding the mowing of the rights of way along Ladd Landing Boulevard is in the best interest of the City and its citizens,

NOW, THEREFORE, in consideration of the foregoing premises and the following terms and conditions, the parties hereto agree as follows:

1. Paragraph 5. Maintenance of Right of Way Improvements of the original Agreement is hereby amended to read as follows:

**5. Maintenance of Right of Way Improvements.**

(a) Other than as set out herein, the Landowner and/or the Association shall maintain, in perpetuity, all Right of Way Improvements of Ladd Landing Boulevard in a manner consistent with other public property within the City. Said maintenance shall specifically **not** include the responsibility for mowing, trimming and cleaning the grassy areas, which responsibility the City will hereafter assume, but will continue to include maintaining any sprinkler systems, and preservation of the integrity of all slopes, ditches and detention ponds.

(b) The City hereby grants permission to the Landowner and the Association, their authorized agents, and employees, to maintain all lighting fixtures and equipment (to the extent that they are not maintained by the utility companies), slopes, banks, ditches, drainage systems and detention basins, whether or not such lighting, slopes, banks, ditches, drainage systems and detention basins are part of the dedicated right-of-way for Ladd Landing Boulevard.

(c) In the event the Landowner or the Association fails to maintain the Right of Way Improvements (other than mowing, trimming and cleaning the grassy areas) in a condition acceptable to the City, the City may enter the property and take whatever steps it deems necessary to maintain the Right of Way Improvements. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the land of the Landowner or the Association without first obtaining written approval of the Landowner and/or the Association. Except for mowing, trimming and cleaning the grassy areas as described in subparagraph (a) above, it is expressly

understood and agreed that the City is under no obligation to maintain or repair the Right of Way Improvements, and in no event shall this Agreement be construed to impose any such obligation on the City.

(d) In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of maintaining the Right of Way Improvements (other than for mowing, trimming and cleaning the grassy areas) for labor, use of equipment, supplies, materials, and the like, the Landowner and/or the Association shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all costs incurred by the City hereunder.

2. All other provisions of the Maintenance Agreement are hereby ratified and confirmed as originally written, provided, however, that this amendment did not reinstate obligations that already expired by the terms of the original maintenance agreement. .

WITNESS on this 3<sup>rd</sup> day of September, 2009.

THE CITY OF KINGSTON, TENNESSEE

By: W. Gray Beets  
Title: Mayor

LADD LANDING, L.L.C.,  
a Tennessee Limited Liability Company

By: Matt C. Caldwell  
Title: Member

LANDOWNERS ASSOCIATION OF  
LADD LANDING, INC., a Tennessee  
Not-For-Profit Corporation

By: Walter T. Gould  
Title: President Board of Directors  
Ladd Landing Homeowners Assoc.

STATE OF TENNESSEE

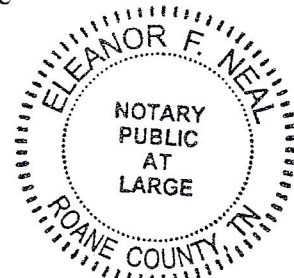
COUNTY OF Roane

Personally appeared before me, a Notary Public, Joy Beets, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Mayor of the **City of Kingston**, the maker, and is authorized by the maker to execute this instrument on behalf of the maker.

Witness my hand, at office, this 28<sup>th</sup> day of September, 2009.

Eleanor F. Neal  
Notary Public

My Commission Expires: 8-14-12



My Comm. Expires \_\_\_\_\_

STATE OF TENNESSEE

COUNTY OF Roane

Personally appeared before me, a Notary Public, Math C. Caldwell, Jr., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is a member of **Ladd Landing, L.L.C.**, a Tennessee limited liability company, the maker, and is authorized by the maker to execute this instrument on behalf of the maker.

Witness my hand, at office, this 30<sup>th</sup> day of September, 2009.

Tammy Miles  
Notary Public

My Commission Expires: 9/12/11





STATE OF TENNESSEE

COUNTY OF Roane

Personally appeared before me, a Notary Public, Dallas Reynolds, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of the **Landowners Association of Ladd Landing, Inc.**, a Tennessee corporation, the maker, and is authorized by the maker to execute this instrument on behalf of the maker.

Witness my hand, at office, this 27<sup>th</sup> day of September, 2009.

Tammy Miles  
Notary Public

My Commission Expires: 9/12/11

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