

Prepared by:
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RE: Deed Book 6236, Page 139
Deed Book 6236, Page 145

WELL USE AND MAINTENANCE AGREEMENT

This AGREEMENT is hereby made and entered into this 16th day of May, 2024, by Robert Edmond Starnes of 103 Quail Hollow Court Tullahoma, TN 37388 and Nancy Carol Terry also known as Carol Starnes Terry, of 461 Zephyr Way, Juno Beach, FL 33408, (hereinafter collectively referred to as "Starnes/Terry"), and Suzanne Starnes Martin, PO Box 26, Whites Creek, TN 37189, (hereinafter collectively referred to as "Martin").

WITNESSETH:

WHEREAS, Starnes/Terry owns Tract 1R of the property of Rosemary T. Starnes and Suzanne S. Martin ("Tract 1R"), as reflected on a plat that is recorded in Map Book 45, Page 398, in the Register's Office for Sevier County, Tennessee; and,

WHEREAS, Martin is the owner of Tract 2R of the property of Rosemary T. Starnes and Suzanne S. Martin, ("Tract 2R"), as reflected on a plat that is recorded in Map Book 45, Page 398, in the Register's Office for Sevier County, Tennessee; and,

WHEREAS, a well is located on Tract 1R that currently provides water to Tract 1R and 2R, and the parties agree that a joint well agreement is appropriate; and

WHEREAS, the parties desire to more specifically set forth the rights, obligations and responsibilities relative to said well.

NOW, WHEREFORE, in consideration of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. Tracts 1R and 2R shall have the use of said well and the water therefrom. The owners of Tracts 1R and 2R shall each be responsible for one-half (1/2) of all of the cost of the maintenance and repair of the well, including maintenance of electricity to the well. However, in the event that a tract owner, or his/her/its agents, employees, or invitees cause damage to the well other than ordinary wear and tear, then that tract owner shall be required to repair such damage and shall be solely and exclusively responsible for the costs thereof. Neither tract owner shall destroy or damage the well, although ordinary wear and tear is expected. Notwithstanding anything contained herein to the contrary, the owner of Tract 1R shall not be responsible for payment of any costs or expenses incurred for the operation or maintenance of the well until such time as the owner

connects to the well and begins using the water from the well.

2. If either tract owner defaults in the performance of the requirements of this Agreement, then that tract owner shall be responsible for all costs of collection or enforcement incurred by the other tract owner, including reasonable attorney's fees and court costs.

3. The covenants and requirements set forth in this Agreement shall be a covenant that run with the land and shall be binding upon and inure to the parties hereto and to any successor owner of Tract 1R and Tract 2R of the Rosemary T. Starnes and Suzanne S. Martin Property as reflected in deeds referenced above, in the Register's Office for Sevier County, Tennessee.

4. This Agreement may not be amended except by a writing signed by the owners of the two properties herein described at such time. Time is of the essence in the terms of this Agreement.

IN WITNESS WHEREOF, the owners have executed this Agreement on the day and year first above written.

Starnes/Terry

Robert Edmond Starnes
Robert Edmond Starnes

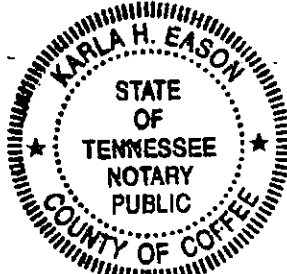
STATE OF Tennessee

COUNTY OF Coffee

Before me, the undersigned authority, a notary public in and for the State and County aforesaid, personally appeared Robert Edmond Starnes, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this 16th day of May 2024.

Karla H. Eason
NOTARY PUBLIC
My Commission expires: 11/21/2027



[SIGNATURES CONTINUE ON SUCCEEDING PAGES]

Nancy Carol Terry
Nancy Carol Terry

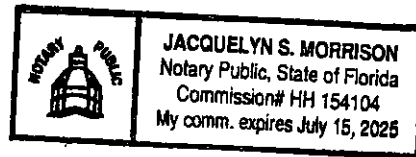
STATE OF Florida

COUNTY OF Palm Beach

Before me, the undersigned authority, a notary public in and for the State and County aforesaid, personally appeared Nancy Carol Terry, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that she executed the foregoing instrument for the purposes therein contained.

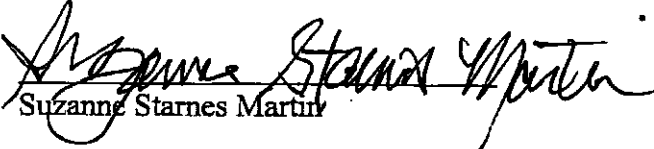
WITNESS my hand and official seal this 16th day of May 2024.

Jacquelyn S. Morrison
NOTARY PUBLIC
My commission expires: 07/15/2025



[SIGNATURES CONTINUE ON SUCCEEDING PAGES]

Martin

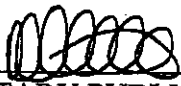

Suzanne Starnes Martin

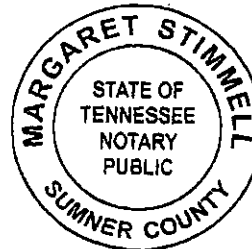
STATE OF Tennessee

COUNTY OF Sumner

Before me, the undersigned authority, a notary public in and for the State and County aforesaid, personally appeared Suzanne Starnes Martin with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this 10th day of May 2024.


NOTARY PUBLIC
My commission expires: 08/19/2026



My Commission Expires Aug. 19, 2026

BK/PG: 6520/768-771
24016408

	4 PGS: AGREEMENT	
	BATCH: 692842	
	05/24/2024 - 12:23 PM	
	VALUE	0.00
	MORTGAGE TAX	0.00
	TRANSFER TAX	0.00
	RECORDING FEE	25.00
	DP FEE	2.00
	REGISTER'S FEE	0.00
	TOTAL AMOUNT	27.00

STATE OF TENNESSEE, SEVIER COUNTY
CYNDI B PICKEL
REGISTER OF DEEDS