

Prepared By:  
David W. Kious  
152 Heritage Park Dr.  
Murfreesboro, TN 37129

**AMENDMENT TO RECIPROCAL EASEMENT  
AND OPERATION AGREEMENT**

**THIS AMENDEMENT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT** (hereinafter referred to as the "Amendment") is made and entered into this 22 day of June 2000 by and between the undersigned, being all the "Owners" of the lots shown on the Final Plat, Home Depot Subdivision in Plat Book 17, Page 100 of the Registers Office of Rutherford County, Tennessee and FINAL PLAT, The Resubdivision of Lots 3, 5, 6, and 7 Home Depot Subdivision as shown in Plat Book 17, Page 137 of the said Register's Office, said Owners being subject to a **RECIPROCAL EASEMENT AND OPERATION AGREEMENT** (the "DECLARATION") of record in Book 552, page 257 also of said Register's Office.

**WITNESSETH:**

**WHEREAS**, the undersigned Owners now desire to amend the Declaration to permit the construction of a Santa Fe Cattle Co. restaurant owned by Restaurant Management Group Inc. (RMG) on Lot 7 of the Home Depot Subdivision as shown in the aforesaid plat of record in Plat Book 17, Page 137.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Notwithstanding the provisions of Article 3.01(f), 3.01(g) and 3.01(i) of the Declaration to the contrary, the undersigned hereby consent to the construction of a Santa Fe Cattle Co. restaurant on Lot 7 as shown on the Final Plat, the Resubdivision of Lots 3, 5, 6, and 7 Home Depot Subdivision, of record in Plat Book 17, Page 137 of the Register's Office of Rutherford County, Tennessee, in accordance with the site plan and elevation drawing attached hereto as Exhibit "A."

2. Except as amended by this Amendment and any other previous amendments, the Declaration is unmodified and continues in full force and effect, and the undersigned owners hereby ratify and confirm the Declaration as so amended. The Declaration as amended hereby shall inure to the benefit of and be binding upon the Owners and their successors, assigns heirs and representatives. This Amendment may be executed and recorded in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**LANDHOLDER**

**Lot 2(A)**

Jeffrey Mark Parnell (SEAL)  
Jeffrey Mark Parnell

Deborah S. Parnell (SEAL)  
Deborah Sue Parnell

**Lot 2(B)**

\_\_\_\_\_(SEAL)  
Jennifer Gillham Morrison

**Lot 3**

\_\_\_\_\_(SEAL)  
Thomas M. Wall

**Lot 3(A)**

\_\_\_\_\_(SEAL)  
John C. Jones, Jr.

**Lot 4**

\_\_\_\_\_(SEAL)  
Thomas M. Wall

**Lot 4(A)**

\_\_\_\_\_(SEAL)  
Andrew J. Hazley

**Lot 5**

**TESAMO, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 6**

**THE CRICPETS  
MURFREESBORO TRUST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 8**

**CNL APF PARTNERS, LP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 9**

**LEGACY DEVELOPMENT II, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Acknowledgements Are Contained On The Following Pages]

Record Book  
14 Pg 1597

STATE OF TENNESSEE )

:ss

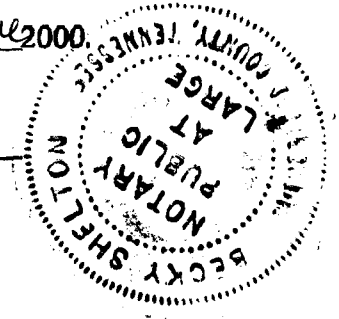
RUTHERFORD COUNTY )

Personally appeared before me, the undersigned Notary Public in and for said county and state, the within named, Jeffrey Mark Parnell and Deborah Sue Parnell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), that they executed the within instrument for the purposes therein contained.

*through her  
power of  
attorney  
Jeffrey Parnell*

WITNESS MY HAND AND OFFICIAL SEAL THIS 22 DAY OF June 2000.

Becky Shelton  
Notary Public



My Commission Expires: 3-14-2001

STATE OF TENNESSEE )

:ss

RUTHERFORD COUNTY )

Personally appeared before me, the undersigned Notary Public in and for said county and state, the within named, Jennifer Gillham Morrison, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), that they executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_ DAY OF \_\_\_ 2000.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Prepared By:  
David W. Kious  
152 Heritage Park Dr.  
Murfreesboro, TN 37129

**AMENDMENT TO RECIPROCAL EASEMENT  
AND OPERATION AGREEMENT**

**THIS AMENDEMNT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT** (hereinafter referred to as the "Amendment") is made and entered into this 20<sup>th</sup> day of JUNE 2000 by and between the undersigned, being all the "Owners" of the lots shown on the Final Plat, Home Depot Subdivision in Plat Book 17, Page 100 of the Registers Office of Rutherford County, Tennessee and FINAL PLAT, The Resubdivision of Lots 3, 5, 6, and 7 Home Depot Subdivision as shown in Plat Book 17, Page 137 of the said Register's Office, said Owners being subject to a **RECIPROCAL EASEMENT AND OPERATION AGREEMENT** (the "DECLARATION") of record in Book 552, page 257 also of said Register's Office.

**WITNESSETH:**

**WHEREAS**, the undersigned Owners now desire to amend the Declaration to permit the construction of a Santa Fe Cattle Co. restaurant owned by Restaurant Management Group Inc. (RMG) on Lot 7 of the Home Depot Subdivision as shown in the aforesaid plat of record in Plat Book 17, Page 137.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00), in hand paid , and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Notwithstanding the provisions of Article 3.01(f), 3.01(g) and 3.01(i) of the Declaration to the contrary, the undersigned hereby consent to the construction of a Santa Fe Cattle Co. restaurant on Lot 7 as shown on the Final Plat, the Resubdivision of Lots 3, 5, 6, and 7 Home Depot Subdivision, of record in Plat Book 17, Page 137 of the Register's Office of Rutherford County, Tennessee, in accordance with the site plan and elevation drawing attached hereto as Exhibit "A."

2. Except as amended by this Amendment and any other previous amendments, the Declaration is unmodified and continues in full force and effect, and the undersigned owners hereby ratify and confirm the Declaration as so amended. The Declaration as amended hereby shall inure to the benefit of and be binding upon the Owners and their successors, assigns heirs and representatives. This Amendment may be executed and recorded in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**LANDHOLDER**

**Lot 2(A)**

\_\_\_\_\_(SEAL)  
Jeffrey Mark Parnell

\_\_\_\_\_(SEAL)  
Deborah Sue Parnell

**Lot 3**

\_\_\_\_\_(SEAL)  
Thomas M. Wall

**Lot 4**

\_\_\_\_\_(SEAL)  
Thomas M. Wall

**Lot 5**

**TESAMO, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 8**

**CNL APF PARTNERS, LP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 2(B)**

\_\_\_\_\_(SEAL)  
Jennifer Gillham Morrison

**Lot 3(A)**

\_\_\_\_\_(SEAL)  
John C. Jones, Jr.

**Lot 4(A)**

\_\_\_\_\_(SEAL)  
Andrew J. Hazley

**Lot 6**

**THE CRICPETS  
MURFREESBORO TRUST**

By: Marcy Axelrod  
Name: Marcy Axelrod  
Its: Vice President

**Lot 9**

**LEGACY DEVELOPMENT II, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Acknowledgements Are Contained On The Following Pages]

COMMONWEALTH OF MASSACHUSETTS  
STATE OF ARIZONA )  
COUNTY OF Tullock )

:ss

Before me, the undersigned, of the state and county aforesaid, personally appeared Marcy Axelrad, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged <sup>herself</sup> ~~himself~~ to be the Trustee of, The Cricpets Murfreesboro Trust the within named bargainer, and that ~~\_\_\_\_\_ as such~~ Marcy Axelrad, as duly authorized executed the foregoing instrument for the purposes therein contained, by signing the name of ~~the corporation by~~ The Cricpets Murfreesboro Trust as Trustee.

WITNESS MY HAND AND OFFICIAL SEAL THIS 20<sup>th</sup> DAY OF June 2000.

Marilyn A. Rubbico  
Notary Public

My Commission Expires: 8/13/04

MARILYN A. RUBBICO, NOTARY PUBLIC  
MY COMMISSION EXPIRES AUGUST 13, 2004

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

:ss

Before me, the undersigned, of the state and county aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the \_\_\_\_\_ of CNL APF Partners, LP, the within named bargainer, and that \_\_\_\_\_ as such \_\_\_\_\_, as duly authorized executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by CNL APF Partners, LP as \_\_\_\_\_.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2000.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Prepared By:  
David W. Kious  
152 Heritage Park Dr.  
Murfreesboro, TN 37129

**AMENDMENT TO RECIPROCAL EASEMENT  
AND OPERATION AGREEMENT**

**THIS AMENDEMENT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT** (hereinafter referred to as the "Amendment") is made and entered into this 31<sup>ST</sup> day of MAY 2000 by and between the undersigned, being all the "Owners" of the lots shown on the Final Plat, Home Depot Subdivision in Plat Book 17, Page 100 of the Registers Office of Rutherford County, Tennessee and FINAL PLAT, The Resubdivision of Lots 3, 5, 6, and 7 Home Depot Subdivision as shown in Plat Book 17, Page 137 of the said Register's Office, said Owners being subject to a **RECIPROCAL EASEMENT AND OPERATION AGREEMENT** (the "DECLARATION") of record in Book 552, page 257 also of said Register's Office.

**WITNESSETH:**

**WHEREAS**, the undersigned Owners now desire to amend the Declaration to permit the construction of a Santa Fe Cattle Co. restaurant owned by Restaurant Management Group Inc. (RMG) on Lot 7 of the Home Depot Subdivision as shown in the aforesaid plat of record in Plat Book 17, Page 137.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00), in hand paid , and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Notwithstanding the provisions of Article 3.01(f), 3.01(g) and 3.01(i) of the Declaration to the contrary, the undersigned hereby consent to the construction of a Santa Fe Cattle Co. restaurant on Lot 7 as shown on the Final Plat, the Resubdivision of Lots 3, 5, 6, and 7 Home Depot Subdivision, of record in Plat Book 17, Page 137 of the Register's Office of Rutherford County, Tennessee, in accordance with the site plan and elevation drawing attached hereto as Exhibit "A."

2. Except as amended by this Amendment and any other previous amendments, the Declaration is unmodified and continues in full force and effect, and the undersigned owners hereby ratify and confirm the Declaration as so amended. The Declaration as amended hereby shall inure to the benefit of and be binding upon the Owners and their successors, assigns heirs and representatives. This Amendment may be executed and recorded in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**LANDHOLDER**

**Lot 2(A)**

\_\_\_\_\_(SEAL)  
Jeffrey Mark Parnell

\_\_\_\_\_(SEAL)  
Deborah Sue Parnell

**Lot 2(B)**

\_\_\_\_\_(SEAL)  
Jennifer Gillham Morrison

**Lot 3**

\_\_\_\_\_(SEAL)  
Thomas M. Wall

**Lot 3(A)**

\_\_\_\_\_(SEAL)  
John C. Jones, Jr.

**Lot 4**

\_\_\_\_\_(SEAL)  
Thomas M. Wall

**Lot 4(A)**

\_\_\_\_\_(SEAL)  
Andrew J. Hazley

**Lot 5**

**TESAMO, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 6**

**THE CRICPETS  
MURFREESBORO TRUST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_


**Lot 8**

**CNL APF PARTNERS, LP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 9**

**LEGACY DEVELOPMENT II, LLC**

By:   
Name: Henry Sander  
Its: HENRY SANDER

[Acknowledgements Are Contained On The Following Pages]



STATE OF TENNESSEE )

COUNTY OF DAWSON )

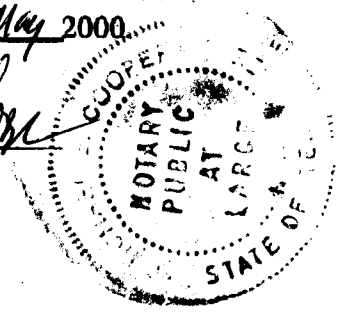
:SS

Before me, the undersigned, of the state and county aforesaid, personally appeared Henry Sander, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Member of Legacy Development II, LLC, the within named bargainer, and that he as such member, as duly authorized executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by Legacy Development II, LLC as \_\_\_\_\_.

*Chief*

WITNESS MY HAND AND OFFICIAL SEAL THIS 31<sup>st</sup> DAY OF May 2000.

Michael Bloss  
Notary Public



My Commission Expires: \_\_\_\_\_

My Commission Expires Nov. 25, 2000

Prepared By:  
David W. Klose  
152 Heritage Park Dr.  
Murfreesboro, TN 37129

**AMENDMENT TO RECIPROCAL EASEMENT  
AND OPERATION AGREEMENT**

**THIS AMENDEMENT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT** (hereinafter referred to as the "Amendment") is made and entered into this ~~18<sup>th</sup>~~ day of ~~JUNE~~ 2000 by and between the undersigned, being all the "Owners" of the lots shown on the Final Plat, Home Depot Subdivision in Plat Book 17, Page 100 of the Registers Office of Rutherford County, Tennessee and FINAL PLAT, The Resubdivision of Lots 3, 5, 6, and 7 Home Depot Subdivision as shown in Plat Book 17, Page 137 of the said Register's Office, said Owners being subject to a **RECIPROCAL EASEMENT AND OPERATION AGREEMENT** (the "DECLARATION") of record in Book 552, page 257 also of said Register's Office.

**WITNESSETH:**

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1. Notwithstanding the provisions of Article 3.01(f), 3.01(g) and 3.01(i) of the Declaration to the contrary, the undersigned hereby consent to the construction of a Santa Fe Cattle Co. restaurant on Lot 7 as shown on the Final Plat, the Resubdivision of Lots 3, 5, 6, and 7 Home Depot Subdivision, of record in Plat Book 17, Page 137 of the Register's Office of Rutherford County, Tennessee, in accordance with the site plan and elevation drawing attached hereto as Exhibit "A."

2. Except as amended by this Amendment and any other previous amendments, the Declaration is unmodified and continues in full force and effect, and the undersigned owners hereby ratify and confirm the Declaration as so amended. The Declaration as amended hereby shall inure to the benefit of and be binding upon the Owners and their successors, assigns heirs and representatives. This Amendment may be executed and recorded in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

**LANDHOLDER**

**Lot 2(A)**

\_\_\_\_\_(SEAL)  
Jeffrey Mark Parnell

\_\_\_\_\_(SEAL)  
Deborah Sue Parnell

**Lot 3**

*Thomas M. Wall* (SEAL)  
Thomas M. Wall

**Lot 4**

*Thomas M. Wall* (SEAL)  
Thomas M. Wall

**Lot 5**

**TESAMO, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 6**

**CNL APF PARTNERS, LP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 2(B)**

\_\_\_\_\_(SEAL)  
Jennifer Gillham Morrison

**Lot 3(A)**

\_\_\_\_\_(SEAL)  
John C. Jones, Jr.

**Lot 4(A)**

\_\_\_\_\_(SEAL)  
Andrew J. Hazley

**Lot 6**

**THE CRICPETS  
MURFREESBORO TRUST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 9**

**LEGACY DEVELOPMENT II, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Acknowledgements Are Contained On The Following Pages]

**LANDHOLDER**

**Lot 2(A)**

\_\_\_\_\_(SEAL)  
Jeffrey Mark Parnell

\_\_\_\_\_(SEAL)  
Deborah Sue Parnell

**Lot 3**

\_\_\_\_\_(SEAL)  
Thomas M. Wall

**Lot 4**

\_\_\_\_\_(SEAL)  
Thomas M. Wall

**Lot 5**

**TESAMO, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 8**

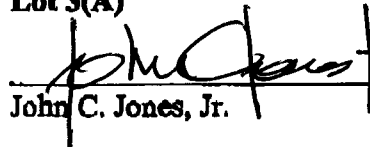
**CNL APF PARTNERS, LP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 2(B)**

\_\_\_\_\_(SEAL)  
Jennifer Gillham Morrison

**Lot 3(A)**

 (SEAL)  
John C. Jones, Jr.

**Lot 4(A)**

\_\_\_\_\_(SEAL)  
Andrew J. Hazley

**Lot 6**

**THE CRICPETS  
MURFREESBORO TRUST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 9**

**LEGACY DEVELOPMENT II, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Acknowledgements Are Contained On The Following Pages]

STATE OF TENNESSEE )

:SS

RUTHERFORD COUNTY )

Personally appeared before me, the undersigned Notary Public in and for said county and state, the within named, Thomas M. Wall, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), that they executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL THIS 20<sup>th</sup> DAY OF June 2000.

Jene Chew  
Notary Public



My Commission Expires: 10/20/03

STATE OF TENNESSEE )

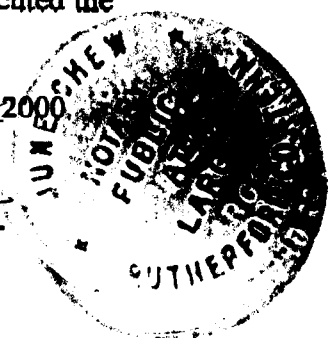
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RUTHERFORD COUNTY )

Personally appeared before me, the undersigned Notary Public in and for said county and state, the within named, John C. Jones, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), that they executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL THIS 20<sup>th</sup> DAY OF June 2000.

Jene Chew  
Notary Public



My Commission Expires: 10/20/03

Prepared By:  
David W. Kious  
152 Heritage Park Dr.  
Murfreesboro, TN 37129

**AMENDMENT TO RECIPROCAL EASEMENT  
AND OPERATION AGREEMENT**

**THIS AMENDEMENT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT** (hereinafter referred to as the "Amendment") is made and entered into this 14 day of June 2000 by and between the undersigned, being all the "Owners" of the lots shown on the Final Plat, Home Depot Subdivision in Plat Book 17, Page 100 of the Registers Office of Rutherford County, Tennessee and FINAL PLAT, The Resubdivision of Lots 3, 5, 6, and 7 Home Depot Subdivision as shown in Plat Book 17, Page 137 of the said Register's Office, said Owners being subject to a **RECIPROCAL EASEMENT AND OPERATION AGREEMENT** (the "DECLARATION") of record in Book 552, page 257 also of said Register's Office.

**WITNESSETH:**

**WHEREAS**, the undersigned Owners now desire to amend the Declaration to permit the construction of a Santa Fe Cattle Co. restaurant owned by Restaurant Management Group Inc. (RMG) on Lot 7 of the Home Depot Subdivision as shown in the aforesaid plat of record in Plat Book 17, Page 137.

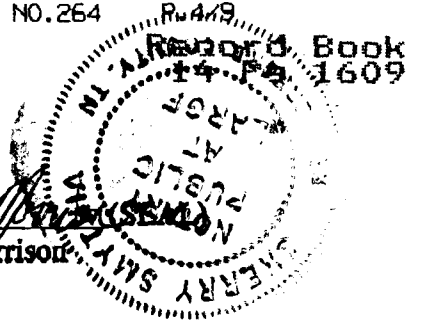
**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Notwithstanding the provisions of Article 3.01(f), 3.01(g) and 3.01(i) of the Declaration to the contrary, the undersigned hereby consent to the construction of a Santa Fe Cattle Co. restaurant on Lot 7 as shown on the Final Plat, the Resubdivision of Lots 3, 5, 6, and 7 Home Depot Subdivision, of record in Plat Book 17, Page 137 of the Register's Office of Rutherford County, Tennessee, in accordance with the site plan and elevation drawing attached hereto as **Exhibit "A."**

2. Except as amended by this Amendment and any other previous amendments, the Declaration is unmodified and continues in full force and effect, and the undersigned owners hereby ratify and confirm the Declaration as so amended. The Declaration as amended hereby shall inure to the benefit of and be binding upon the Owners and their successors, assigns heirs and representatives. This Amendment may be executed and recorded in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



**LANDHOLDER**

**Lot 2(A)**

\_\_\_\_\_(SEAL)  
Jeffrey Mark Parnell

\_\_\_\_\_(SEAL)  
Deborah Sue Parnell

**Lot 2(B)**

*Jennifer Gillham Morrison*  
Jennifer Gillham Morrison

**Lot 3**

\_\_\_\_\_(SEAL)  
Thomas M. Wall

**Lot 3(A)**

\_\_\_\_\_(SEAL)  
John C. Jones, Jr.

**Lot 4**

\_\_\_\_\_(SEAL)  
Thomas M. Wall

**Lot 4(A)**

\_\_\_\_\_(SEAL)  
Andrew J. Hazley

**Lot 5**

**TESAMO, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 6**

**THE CRICPETS  
MURFREESBORO TRUST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 8**

**CNL APF PARTNERS, LP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 9**

**LEGACY DEVELOPMENT II, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Acknowledgements Are Contained On The Following Pages]

STATE OF TENNESSEE )

:ss

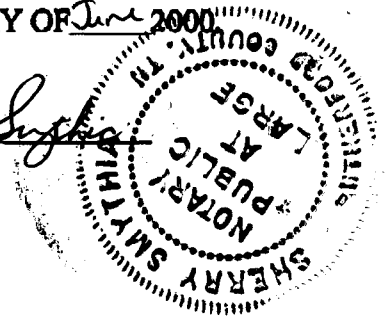
RUTHERFORD COUNTY )

Personally appeared before me, the undersigned Notary Public in and for said county and state, the within named, ~~Jeffrey Mark Parnell and Deborah Sue Parnell~~, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), that they executed the within instrument for the purposes therein contained.

*Jennifer Gillham Morrison*

WITNESS MY HAND AND OFFICIAL SEAL THIS 7<sup>th</sup> DAY OF June 2000.

*Sherry S. Smith*  
Notary Public



My Commission Expires: Sept. 23 2003

STATE OF TENNESSEE )

:ss

RUTHERFORD COUNTY )

Personally appeared before me, the undersigned Notary Public in and for said county and state, the within named, **Jennifer Gillham Morrison**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), that they executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_ DAY OF \_\_\_ 2000.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



Prepared By:  
David W. Kious  
152 Heritage Park Dr.  
Murfreesboro, TN 37129

Record Book  
14 Pgs 1611

### AMENDMENT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT

**THIS AMENDEMNT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT** (hereinafter referred to as the "Amendment") is made and entered into this 3 day of July 2000 by and between the undersigned, being all the "Owners" of the lots shown on the Final Plat, Home Depot Subdivision in Plat Book 17, Page 100 of the Registers Office of Rutherford County, Tennessee and FINAL PLAT, The Resubdivision of Lots 3, 5, 6, and 7 Home Depot Subdivision as shown in Plat Book 17, Page 137 of the said Register's Office, said Owners being subject to a **RECIPROCAL EASEMENT AND OPERATION AGREEMENT** (the "DECLARATION") of record in Book 552, page 257 also of said Register's Office.

#### WITNESSETH:

**WHEREAS**, the undersigned Owners now desire to amend the Declaration to permit the construction of a Santa Fe Cattle Co. restaurant owned by Restaurant Management Group Inc. (RMG) on Lot 7 of the Home Depot Subdivision as shown in the aforesaid plat of record in Plat Book 17, Page 137.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00), in hand paid , and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Notwithstanding the provisions of Article 3.01(f), 3.01(g) and 3.01(i) of the Declaration to the contrary, the undersigned hereby consent to the construction of a Santa Fe Cattle Co. restaurant on Lot 7 as shown on the Final Plat, the Resubdivision of Lots 3, 5, 6, and 7 Home Depot Subdivision, of record in Plat Book 17, Page 137 of the Register's Office of Rutherford County, Tennessee, in accordance with the site plan and elevation drawing attached hereto as Exhibit "A."

2. Except as amended by this Amendment and any other previous amendments, the Declaration is unmodified and continues in full force and effect, and the undersigned owners hereby ratify and confirm the Declaration as so amended. The Declaration as amended hereby shall inure to the benefit of and be binding upon the Owners and their successors, assigns heirs and representatives. This Amendment may be executed and recorded in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**LANDHOLDER**

**Lot 2(A)**

\_\_\_\_\_(SEAL)  
Jeffrey Mark Parnell

\_\_\_\_\_(SEAL)  
Deborah Sue Parnell

**Lot 2(B)**

\_\_\_\_\_(SEAL)  
Jennifer Gillham Morrison

**Lot 3**

\_\_\_\_\_(SEAL)  
Thomas M. Wall

**Lot 3(A)**

\_\_\_\_\_(SEAL)  
John C. Jones, Jr.

**Lot 4**

\_\_\_\_\_(SEAL)  
Thomas M. Wall

**Lot 4(A)**

\_\_\_\_\_(SEAL)  
Andrew J. Hazley

**Lot 5**

**TESAMO, LLC**

By: Fred Waus  
Name: Fred Waus  
Its: VP

**Lot 6**

**THE CRICPETS  
MURFREESBORO TRUST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 8**

**CNL APF PARTNERS, LP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 9**

**LEGACY DEVELOPMENT II, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Acknowledgements Are Contained On The Following Pages]

STATE OF TENNESSEE )

:SS

Record Book  
14 Pg 1613

RUTHERFORD COUNTY )

Personally appeared before me, the undersigned Notary Public in and for said county and state, the within named, Andrew J. Hazley., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), that they executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_ DAY OF \_\_\_ 2000.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF CALIFORNIA )

:SS

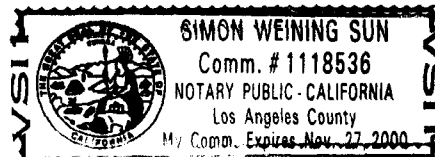
COUNTY OF Los Angeles )

Before me, the undersigned, of the state and county aforesaid, personally appeared Fred Evans, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the VP of Tesamo, LLC, the within named bargainer, and that acting as such Such, as duly authorized executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by Tesamo, LLC as VP.

WITNESS MY HAND AND OFFICIAL SEAL THIS 3<sup>rd</sup> DAY OF June 2000.

[Signature]  
Notary Public

My Commission Expires: Nov. 27, 2000



Prepared By:  
David W. Kious  
152 Heritage Park Dr.  
Murfreesboro, TN 37129

**AMENDMENT TO RECIPROCAL EASEMENT  
AND OPERATION AGREEMENT**

**THIS AMENDEMNT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT** (hereinafter referred to as the "Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2000 by and between the undersigned, being all the "Owners" of the lots shown on the Final Plat, Home Depot Subdivision in Plat Book 17, Page 100 of the Registers Office of Rutherford County, Tennessee and FINAL PLAT, The Resubdivision of Lots 3, 5, 6, and 7 Home Depot Subdivision as shown in Plat Book 17, Page 137 of the said Register's Office, said Owners being subject to a **RECIPROCAL EASEMENT AND OPERATION AGREEMENT** (the "DECLARATION") of record in Book 552, page 257 also of said Register's Office.

**WITNESSETH:**

**WHEREAS**, the undersigned Owners now desire to amend the Declaration to permit the construction of a Santa Fe Cattle Co. restaurant owned by Restaurant Management Group Inc. (RMG) on Lot 7 of the Home Depot Subdivision as shown in the aforesaid plat of record in Plat Book 17, Page 137.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00), in hand paid , and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Notwithstanding the provisions of Article 3.01(f), 3.01(g) and 3.01(i) of the Declaration to the contrary, the undersigned hereby consent to the construction of a Santa Fe Cattle Co. restaurant on Lot 7 as shown on the Final Plat, the Resubdivision of Lots 3, 5, 6, and 7 Home Depot Subdivision, of record in Plat Book 17, Page 137 of the Register's Office of Rutherford County, Tennessee, in accordance with the site plan and elevation drawing attached hereto as Exhibit "A."

2. Except as amended by this Amendment and any other previous amendments, the Declaration is unmodified and continues in full force and effect, and the undersigned owners hereby ratify and confirm the Declaration as so amended. The Declaration as amended hereby shall inure to the benefit of and be binding upon the Owners and their successors, assigns heirs and representatives. This Amendment may be executed and recorded in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**LANDHOLDER**

**Lot 2(A)**

\_\_\_\_\_(SEAL)  
Jeffrey Mark Parnell

\_\_\_\_\_(SEAL)  
Deborah Sue Parnell

**Lot 3**

\_\_\_\_\_(SEAL)  
Thomas M. Wall

**Lot 4**

\_\_\_\_\_(SEAL)  
Thomas M. Wall

**Lot 5**

**TESAMO, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 8**

**CNL APF PARTNERS, LP**

By: CNL APF GP CORP., a Delaware  
corporation, General Partner

By: Michael I. Wood  
Name: Michael I. Wood  
Its: Senior Vice President

**Lot 2(B)**

\_\_\_\_\_(SEAL)  
Jennifer Gillham Morrison

**Lot 3(A)**

\_\_\_\_\_(SEAL)  
John C. Jones, Jr.

**Lot 4(A)**

\_\_\_\_\_(SEAL)  
Andrew J. Hazley

**Lot 6**

**THE CRICPETS  
MURFREESBORO TRUST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 9**

**LEGACY DEVELOPMENT II, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Acknowledgements Are Contained On The Following Pages]

STATE OF ARIZONA )  
 )  
 ) :ss  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, of the state and county aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the \_\_\_\_\_ of, The Cricpets Murfreesboro Trust the within named bargainer, and that \_\_\_\_\_ as such \_\_\_\_\_, as duly authorized executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by The Cricpets Murfreesboro Trust as \_\_\_\_\_.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2000.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

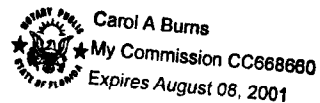
I, \_\_\_\_\_, a Notary Public residing in the county and state aforesaid, do certify that Michael I. Wood SVP of CNL APF GP CORP, a Delaware corporation and the General Partner of CNL APF PARTNERS, LP, a Delaware limited partnership, who is personally known to me produced \_\_\_\_\_ as identification, this day appeared before me personally and did acknowledge that he did sign, seal and deliver the foregoing instrument on behalf of the corporation and partnership, for the purposes therein named and expressed.

In witness whereof, I have hereunto set my hand and official seal, this 27<sup>th</sup> day of June, 2000.

Notary Public, State of Florida Carol A Burns

Printed Name: \_\_\_\_\_  
Notary Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(SEAL)



Prepared By:  
David W. Kious  
152 Heritage Park Dr.  
Murfreesboro, TN 37129

**AMENDMENT TO RECIPROCAL EASEMENT  
AND OPERATION AGREEMENT**

**THIS AMENDEMNT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT** (hereinafter referred to as the "Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2000 by and between the undersigned, being all the "Owners" of the lots shown on the Final Plat, Home Depot Subdivision in Plat Book 17, Page 100 of the Registers Office of Rutherford County, Tennessee and FINAL PLAT, The Resubdivision of Lots 3, 5, 6, and 7 Home Depot Subdivision as shown in Plat Book 17, Page 137 of the said Register's Office, said Owners being subject to a **RECIPROCAL EASEMENT AND OPERATION AGREEMENT** (the "DECLARATION") of record in Book 552, page 257 also of said Register's Office.

**WITNESSETH:**

**WHEREAS**, the undersigned Owners now desire to amend the Declaration to permit the construction of a Santa Fe Cattle Co. restaurant owned by Restaurant Management Group Inc. (RMG) on Lot 7 of the Home Depot Subdivision as shown in the aforesaid plat of record in Plat Book 17, Page 137.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00), in hand paid , and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Notwithstanding the provisions of Article 3.01(f), 3.01(g) and 3.01(i) of the Declaration to the contrary, the undersigned hereby consent to the construction of a Santa Fe Cattle Co. restaurant on Lot 7 as shown on the Final Plat, the Resubdivision of Lots 3, 5, 6, and 7 Home Depot Subdivision, of record in Plat Book 17, Page 137 of the Register's Office of Rutherford County, Tennessee, in accordance with the site plan and elevation drawing attached hereto as Exhibit "A."

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**LANDHOLDER**

**Lot 2(A)**

\_\_\_\_\_(SEAL)  
Jeffrey Mark Parnell

\_\_\_\_\_(SEAL)  
Deborah Sue Parnell

**Lot 2(B)**

\_\_\_\_\_(SEAL)  
Jennifer Gillham Morrison

**Lot 3**

\_\_\_\_\_(SEAL)  
Thomas M. Wall

**Lot 3(A)**

\_\_\_\_\_(SEAL)  
John C. Jones, Jr.

**Lot 4**

\_\_\_\_\_(SEAL)  
Thomas M. Wall

**Lot 4(A)**

*Andrew J. Hazley*  
\_\_\_\_\_(SEAL)  
Andrew J. Hazley

**Lot 5**

**TESAMO, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 6**

**THE CRICPETS  
MURFREESBORO TRUST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 8**

**CNL APF PARTNERS, LP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lot 9**

**LEGACY DEVELOPMENT II, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Acknowledgements Are Contained On The Following Pages]



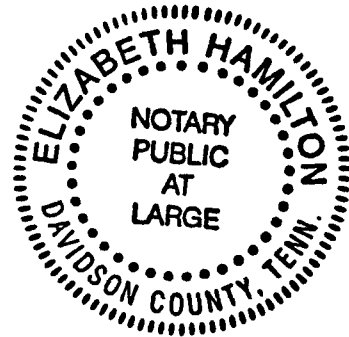
STATE OF TENNESSEE )  
 )  
RUTHERFORD COUNTY ) :ss

Personally appeared before me, the undersigned Notary Public in and for said county and state, the within named, Andrew J. Hazley., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), that they executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL THIS 30<sup>th</sup> DAY OF June 2000.

*Elizabeth Hamilton*  
Notary Public

My Commission Expires: 11/25/00



STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ ) :ss

My Commission Expires NOV. 25, 2000

Before me, the undersigned, of the state and county aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the \_\_\_\_\_ of Tesamo, LLC, the within named bargainer, and that \_\_\_\_\_ as such \_\_\_\_\_, as duly authorized executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by Tesamo, LLC as \_\_\_\_\_.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_ 2000.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Jennifer M Gerhart, Register  
Rutherford County Tennessee  
Rec #: 217253 Instrument 1013477  
Rec'd: 100.00 NBK: 56 Ps 924  
State: 0.00  
Clerk: 0.00 Recorded  
EDP: 2.00 7/12/2000 at 8:43 am  
Total: 102.00 in Record Book  
14 Pages 1595-1619