

THIS INSTRUMENT PREPARED BY:
Tennessee Valley Title Insurance Co.
1500 First Tennessee Plaza
Knoxville, Tennessee 37929
(120432)

DECLARATION OF EASEMENTS

THIS DECLARATION made as of this _____ day of _____, 2012, by FIRST TENNESSEE BANK, NATIONAL ASSOCIATION, Personal Representative of the Estate of Arthur Burton Stowers, Jr., (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, the undersigned declares that it is the owner of certain real property described as follows:

SITUATED in District Four (4) of Meigs County, Tennessee, and being known and designated as Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 16, "Final Plat, Estate of Arthur Burton Stowers, Jr.", recorded in Plat Envelope 371A in the Register's Office for Meigs County, Tennessee; said lots being more particularly bounded and described as shown on map of record aforesaid, to which map specific reference is hereby made for a more particular description. (hereinafter "Benefited Parcels")

BEING property conveyed to Arthur Burton Stowers, Jr. by the following deeds:

- (1) Deed dated December 11, 1990, and recorded in Deed Book N-3, page 584;
- (2) Deed dated December 11, 1990, and recorded in Deed Book N-3, page 591;
- (3) Deed dated December 11, 1990, and recorded in Deed Book N-3, page 595; and
- (4) Deed dated December 11, 1990, and recorded in Deed Book N-3, page 603, all in the Register's Office for Meigs County, Tennessee.

WHEREAS, Declarant has agreed to dedicate for the benefit of Lots 9, 10, 11, 12, 13 and 16, "Final Plat, Estate of Arthur Burton Stowers, Jr.", recorded in Plat Envelope 371A in the Register's Office for Meigs County, Tennessee (hereinafter referred to as "Leffew Lane Benefited Parcels"), a 50-foot joint permanent non-exclusive easement for ingress and egress from Leffew Lane over and across the property described below (hereinafter referred to as "Leffew Lane Easement"); and,

WHEREAS, Declarant has agreed to dedicate for the benefit of Lots 3, 4, 5, 6, 7 and 8, "Final Plat, Estate of Arthur Burton Stowers, Jr.", recorded in Plat Envelope 371A in the Register's Office for Meigs County, Tennessee (hereinafter referred to as "Indian Shadows Benefited Parcels"), a 50-foot joint permanent non-exclusive easement for ingress and egress from Indian Shadows Drive over and across the property described below (hereinafter referred to as "Indian Shadows Easement"); and,

WHEREAS, Declarant has agreed to dedicate for the benefit of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 16, "Final Plat, Estate of Arthur Burton Stowers, Jr.", recorded in Plat Envelope 371A in the Register's Office for Meigs County, Tennessee (hereinafter referred to as "Benefited Parcels"), a 50-foot joint permanent non-exclusive easement for ingress and egress from the cul-de-sac located between Lot 9 and Lot 16 to the cul-de-sac located between Lot 3 and Lot 8 for future use as an easement for ingress and egress (hereinafter referred to as "Future Easement"); and,

WHEREAS, Declarant has agreed to dedicate for the benefit of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 16, "Final Plat, Estate of Arthur Burton Stowers, Jr.", recorded in Plat Envelope 371A in the Register's Office for Meigs County, Tennessee (hereinafter referred to as "Benefited Parcels"), a 50-foot joint permanent non-exclusive easement for utilities from the terminus of Indian Shadows Drive to the terminus of Leffew Lane for use as an easement for utilities (hereinafter referred to as "Utility Easement").

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, Declarant hereby declares as follows:

1. **LEFFEWE LANE EASEMENT** - Declarant does hereby declare and dedicate the 50-foot permanent easement from Leffew Lane to the cul-de-sac located on the line of Lot 9 and Lot 16, as shown on map of record in Plat Envelope 371A in the Register's Office for Meigs County, Tennessee, for the purposes of ingress and egress for the use of the Leffew Lane Benefited Parcels.

2. **INDIAN SHADOWS EASEMENT** - Declarant does hereby declare and dedicate the 50-foot permanent easement from Indian Shadows Drive to the cul-de-sac located on the line of Lot 3 and Lot 8, as shown on map of record in Plat Envelope 371A in the Register's Office for Meigs County, Tennessee, for the purposes of ingress and egress for the use of the Indian Shadows Benefited Parcels.
3. **FUTURE EASEMENT** - Declarant does hereby declare and dedicate the 50-foot permanent easement from the cul-de-sac located on the line of Lot 9 and Lot 16 to the cul-de-sac located on the line of Lot 3 and Lot 8, as shown on map of record in Plat Envelope 371A in the Register's Office for Meigs County, Tennessee, for the purposes of ingress and egress for the use of the Benefited Parcels if a majority of the Benefited Parcels agree to construct an easement over said property.
4. **UTILITY EASEMENT** – Declarant does hereby declare and dedicate the 50-foot permanent easement from the terminus of Indian Shadows Drive to the terminus of Leffew Lane, as shown on map of record in Plat Envelope 371A, in the Register’s Office for Meigs County, Tennessee, for the purpose of installation of utilities for the use of the Benefited Parcels. Said easements are reserved for the creation, construction and maintenance, if any, of utilities such as water, gas, telephone, electric and cable television; such easements and right-of ways, if any, to be located as directed by the utility concerned.
5. The owners of the Leffew Lane Benefited Parcels shall jointly maintain the Leffew Lane Easement. Maintenance shall be performed when a majority of the owners of the Leffew Lane Benefited Parcels deem it necessary or when maintenance shall be lawfully required by any governmental authority having jurisdiction over such matters. The expense of such maintenance shall be borne equally by such owners and failure of an owner to contribute to such maintenance shall be actionable by the owner(s) paying for the same.
6. The owners of the Indian Shadows Benefited Parcels shall jointly maintain the Indian Shadows Easement. Maintenance shall be performed when a majority of the owners of the Indian Shadows Benefited Parcels deem it necessary or when maintenance shall be lawfully required by any governmental authority having jurisdiction over such matters. The expense of such maintenance shall be borne equally by such owners and failure of an owner to contribute to such maintenance shall be actionable by the owner(s) paying for the same.
7. If a majority of the Benefited Owners agrees to construct an easement on the Future Easement property, the owners of the Future Easement Benefited Parcels shall jointly maintain the Future Easement, the Leffew Easement and the Indian Shadow Easement and Number 5 and 6 of this Agreement shall be null and void. Maintenance shall be performed when a majority of the owners of the Future Easement Benefited Parcels deem it necessary or when maintenance shall be lawfully required by any governmental authority having jurisdiction over such matters. The expense of such maintenance shall be borne equally by such owners and failure of an owner to contribute to such maintenance shall be actionable by the owner(s) paying for the same.
8. The easements established herein shall run with the land and shall be binding upon the owners of the Benefited Parcels, their respective heirs, devisees, successors and assigns.
9. If the Future Easement is not constructed, any amendment to this Declaration of Easements that affects the Leffew Lane Easement will require written consent of all the owners of the Leffew Lane Benefited Parcels and any amendment to this Declaration of Easements that affects the Indian Shadows Easement will require written consent of all the owners of the Indian Shadows Benefited Parcels. Any amendment to this Declaration of Easements that affects the Future Easement will require written consent of all the owners of the Benefited Parcels. If the Future Easement is constructed, any amendment this Declaration of Easements that affects the Future Easement will require written consent of all the owners of the Benefited Parcels.

10. Notwithstanding anything contained in paragraphs 5, 6 or 7 above, in the event any maintenance to the easements is occasioned by the willful or negligent acts or omissions of any owner of any Benefited Parcel, or the employees, officers, representatives, or agents of the same, said owner shall be solely responsible for all costs and expenses necessary to repair the easement to the condition it was in immediately prior to the damage caused by said by owner, or said owner's employees, officers, representatives, or agents.

FIRST TENNESSEE BANK, NATIONAL ASSOCIATION, Personal Representative of the Estate of Arthur Burton Stowers, Jr., hereby covenants that it is lawfully seized and possessed of said property and that it has a good and lawful right to convey the easement, rights, and privileges set forth herein.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the _____ day of _____, 2012.

FIRST TENNESSEE BANK, NATIONAL ASSOCIATION, Personal Representative of the Estate of Arthur Burton Stowers, Jr.

By: _____

Its: _____

STATE OF _____)
)
 COUNTY OF _____)

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged him/herself to be the _____ of FIRST TENNESSEE BANK, NATIONAL ASSOCIATION, Personal Representative of the Estate of Arthur Burton Stowers, Jr., the within named bargainer, and that s(he) as such Officer executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as such Officer.

Witness my hand seal at office in _____ County, this _____ day of _____, 2012.

My Commission Expires:

 Notary Public