

This Instrument Prepared by
K. David Myers, Attorney
105 Monroe Street
Maynardville, Tennessee 37807

Declaration of Easement and Maintenance Agreement

THIS DECLARATION OF EASEMENT AND MAINTENANCE AGREEMENT is entered into by Gary Rutherford, Trustee, with full power to sell or encumber without joinder of beneficiary and without the necessity of the purchaser looking to the application of the proceeds, of Union County, Tennessee (hereinafter "Declarant", which expression shall include his heirs, devisees, successors and assigns as the instrument or applicable law shall determine) on this 24th day of September, 2007.

WITNESSETH:

WHEREAS, Declarant is the current owner of a tract of land situated in the Sixth (6th) District of Union County, Tennessee and lying along Highway 33 and Raccoon Valley Road, being more fully described in the deed recorded in Deed Book "K", Series -6-, page 797, in the Register's Office for Union County, Tennessee; and

WHEREAS, Declarant hereby desires to subdivide the above-mentioned and described property and to provide access to Tracts 4,5,6,7, and 8 with a fifty (50) foot wide joint, permanent, open, and non-exclusive easement as shown on the plat of said development as prepared by Chris Rudd TN RLS #1842 dated 6-30-07, which plat is recorded in Plat Cabinet D, Slide 130, Map A, in the Register's Office of Union County, Tennessee, and to which plat specific reference is hereby made, with said easement to run with and be appurtenant to Tracts 4, 5, 6, 7, and 8.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the Declarant does hereby grant and establish for himself and the future owners of Tracts 4 through 8, inclusive of the said subdivision as depicted on the aforementioned plat and being a portion of the property conveyed and described at Deed Book "K", Series -6-, page 797, in said Register's Office, a joint, permanent, open, and non-exclusive easement for ingress, egress and the installation of above and below ground utilities running over, across and under the fifty (50) foot wide easement access area as depicted by the aforementioned plat. These easements shall run with the land as appurtenances to tract nos. 4 through 8 inclusive in the said subdivision and any and all portions thereof, and said easement and the rights herein granted will inure to the benefit of the current and future owners of this property, including their heirs, devisees, personal representatives, successors and assigns.

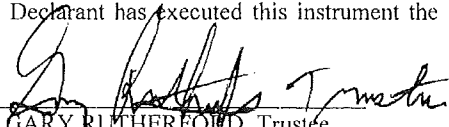
The undersigned Declarant does hereby affirmatively contract and agree to contribute his pro-rate share of the cost of installation of a rock right of way. In the event all owners of Tracts 4, 5, 6, 7, and 8 agree to pave the roadway, then they may do so at their sole cost and expense. Further, the owners of Tracts 4,5,6,7, and 8 shall share in the maintenance of said roadway with the maximum amount of equal maintenance to not exceed the sum of \$150.00 payable annually by each owner of Tracts 4, 5,6,7, and 8 to a designated owner of one of said tracts. Non-payment of the annual fee will constitute a lien being placed on the non-complying tract owner at 1% monthly interest and any owner(s) who fails to pay his annual fee and to abide by the agreement creating said easement shall pay all attorney fees incurred by any other owner(s) in enforcing said terms and collecting said fee. The owners of said tracts shall not look to any contribution by the State of Tennessee, Union County, or the Declarant after title is passed. Any individual owner or owners of Tracts 4,5,6,7, and 8 have the individual or collective right to upgrade this private joint, permanent, non-exclusive easement to Union County standards and dedicate the same to Union County as a county road.

IN WITNESS WHEREOF; the undersigned Declarant has executed this instrument the day and year first above written.

BK/PG: U7/449-450

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2 PGS : AL - EASEMENT	
AR BATCH: 14043	
09/24/2007 - 01:15:28 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00


GARY RUTHERFORD, Trustee
with full power to sell or encumber
without joinder of beneficiary and
without the necessity of the purchaser
looking to the application of the proceeds

STATE OF TENNESSEE, UNION COUNTY

MARY BETH KITTS
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STATE OF TENNESSEE
COUNTY OF UNION

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, GARY RUTHERFORD, Trustee, with full power to sell or encumber without joinder of beneficiary and without the necessity of the purchaser looking to the application of the proceeds, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office in Union County, this 24th day of September, 2007.

My Commission Expires:
12-14-10

