

THIS INSTRUMENT PREPARED BY:  
Tennessee Valley Title Insurance Co.  
1500 First Tennessee Plaza  
Knoxville, Tennessee 37929  
(150275)

### DECLARATION OF EASEMENTS

THIS DECLARATION made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015,  
by TENNESSEE STATE BANK, (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 Eight (8) of Knox County, Tennessee, without the corporate limits of the City of Knoxville, and being known and designated as Lots 1, 2, 3, 4, 5, 6, 7 8, 9, 10, 11, 12, 13 and 14, Smith School Road Property, as shown on map recorded as Instrument No. 201505110060949, in the Register's Office for Knox 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.

BEING property conveyed to Tennessee State Bank by Trustee's Deed from Sykes & Wynn, PLLC, Trustee, dated March 24, 2011, and recorded as Instrument No. 201104040058733, in the Register's Office for Knox County, Tennessee.

**WHEREAS**, Declarant has agreed to dedicate for the benefit of Lots 6, 7, 8, 9 and 10 (hereinafter referred to as "Benefited Parcels #1"), a joint permanent non-exclusive easement for ingress, egress and installation of utilities from Will Merritt Road over and across the property described below (hereinafter referred to as "Easement #1) and;

**WHEREAS**, Declarant has agreed to dedicate for the benefit of Lot 9 (hereinafter referred to as "Benefited Parcel #2"), a joint permanent non-exclusive easement for ingress, egress and the installation of utilities from Easement #1 to Lot 9 (hereinafter referred to as "Easement #2")

**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. Declarant does hereby declare and dedicate a permanent easement for ingress, egress and the installation of utilities for Lots 6, 7, 8, 9 and 10 as shown on map recorded as Instrument No. 201505110060949, in the

Register's Office for Knox County, Tennessee, said easement beginning on Will Merritt Road and ending at the beginning of the 25 foot easement (Easement #2) as shown map attached as Exhibit "A".

2. Declarant does hereby declare and dedicate a permanent easement for ingress, egress and the installation of utilities for Lot 9 as shown on map recorded as Instrument No. 201505110060949, in the Register's Office for Knox County, Tennessee, said easement beginning at the terminus of Easement #1 and ending at the Lot 9 as shown as shown map attached as Exhibit "A".
3. The owners of the Benefited Parcels #1 shall jointly maintain the Easement #1. The owner of Lot 9 shall maintain Easement #2. Maintenance shall be performed when a majority of the owners of the 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.
4. The easement established herein shall run with the land and shall be binding upon the owners of the Benefited Parcels #1 and Benefitted Parcel #2 their respective heirs, devisees, successors and assigns.
5. In addition to ingress and egress, 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.
6. This Declaration of Easement may not be altered or amended without the written consent of all the owners of the Benefited Parcels #1.
7. Notwithstanding anything contained in paragraph 2 above, in the event any maintenance to the easement 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.

TENNESSEE STATE BANK 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 \_\_\_\_\_, 2015.

TENNESSEE STATE BANK

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 TENNESSEE STATE BANK, 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 \_\_\_\_\_, 2015.

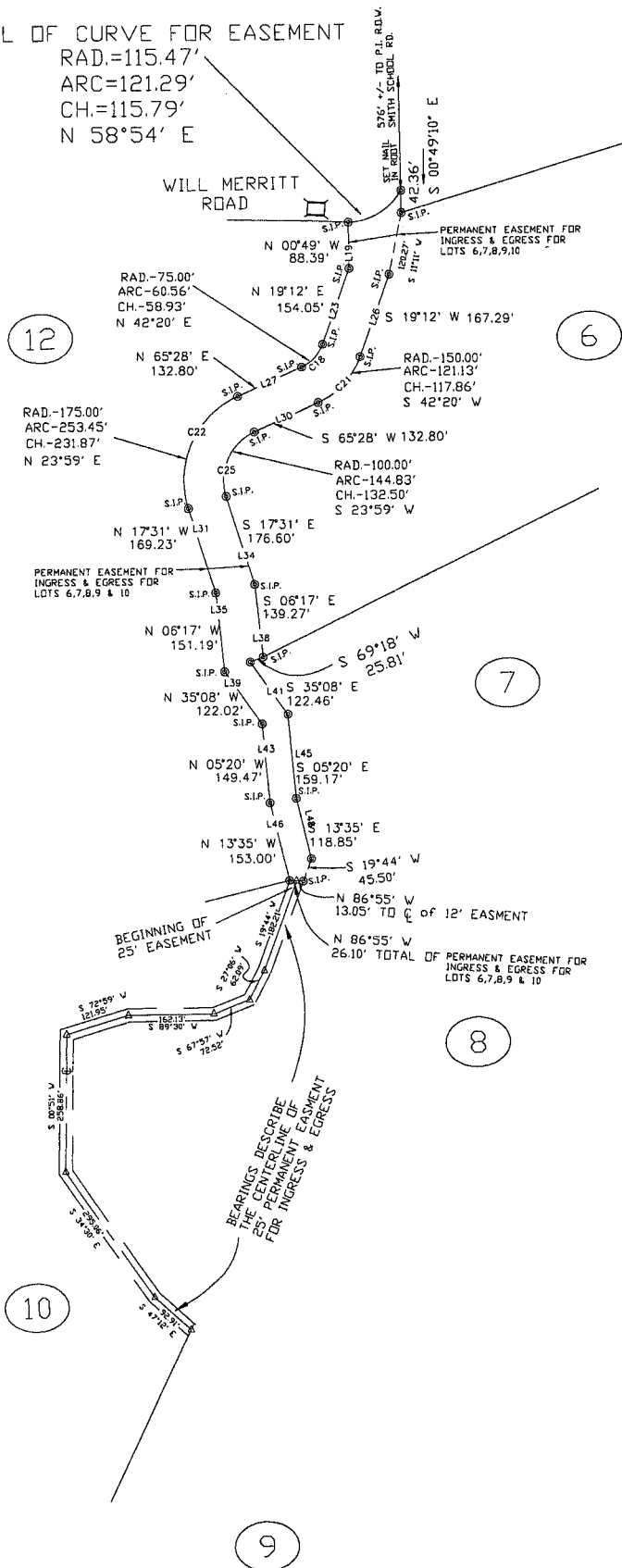
My Commission Expires:

\_\_\_\_\_

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

EXHIBIT A

TOTAL OF CURVE FOR EASEMENT  
 RAD.=115.47'  
 ARC=121.29'  
 CH.=115.79'  
 N 58°54' E



12

6

7

8

10

9

BEARINGS DESCRIBE  
 THE CENTERLINE OF  
 PERMANENT EASEMENT  
 FOR INGRESS & EGRESS

BEGINNING OF  
 25' EASEMENT

OF PERMANENT EASEMENT FOR  
 INGRESS & EGRESS FOR  
 LOTS 6, 7, 8, 9 & 10

OF 12' EASEMENT

PERMANENT EASEMENT FOR  
 INGRESS & EGRESS FOR  
 LOTS 6, 7, 8, 9 & 10

PERMANENT EASEMENT FOR  
 INGRESS & EGRESS FOR  
 LOTS 6, 7, 8, 9, 10

WILL MERRITT  
 ROAD

SET MAIL 576 +/- TO P.L. RD. V.  
 N. FOOT SMITH SCHOOL RD.