

This instrument prepared by:
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JOINT (NON-EXCLUSIVE) EASEMENT FOR WATER AND SEPTIC RIGHTS
AND
MAINTENANCE AGREEMENT

This Agreement is made and entered into as of the 18 day of August, 2015,
by and between **STEVE JONES and wife, BRENDA JONES**, hereinafter collectively
referred to as First Party, who hereby declare and establish as follows:

WITNESSETH:

WHEREAS, the First Party is the owner of Lots 114A & 114B of the Hickory
Pointe Subdivision, Phase I, as set forth on the Plat for said subdivision of record in Plat
Cabinet E, Slide 196, Map A, and pursuant to a deed of record in Warranty Deed Book
U7, Page 171 in the Register's Office for Union County, Tennessee; and

WHEREAS, a water well that services both Lots 114A & 114B is located upon
Lot 114B owned by the First Party; and

WHEREAS, a sanitary septic system and drain field is located upon both lots
114A and 114B and said system servicing both lots;

WHEREAS, the First Party desire to provide for easement rights to said well and
septic system and for the maintenance of the same; and

For and in consideration of the sum of Ten (\$10.00) Dollars, and for other good
and valuable consideration, the receipt and sufficiency of which is acknowledged, the
parties do hereby agree as follows:

1. First Party hereby dedicates a permanent easement in favor of Lot 114A, its future owners, their heirs, estate, successors and assigns, and all future owners of Lots 114A of the Hickory Pointe Subdivision, Phase VI, for access to and rights to use and maintain the water well located upon Lot 114B. Such easement and such water rights shall be exclusive to these lots but joint between these lots.

2. First Party hereby dedicates a permanent easement in favor of Lots 114A & 114B, its future owners, their heirs, estate, successors and assigns, and all future owners of Lots 114A & 114B of the Hickory Pointe Subdivision, Phase VI, for access to and rights to use the sanitary septic system and drainfield located upon Lot 114A & 114B for the use, operation and maintenance of said sanitary septic system. Such easement and such septic system shall be exclusive to these lots but joint between these lots.

3. The electrical box and/or utilities providing utility service to the water well system is located on Lot 114B. On or before January 2 of each year, each Lot owner shall pay the estimated share of the utilities for the operation of the well to the owner of Lot 114B. The owner of Lot 114B shall be responsible for ensuring that the utilities are then paid for the operation of the well. At the present time, such utility costs for Lot 114A are estimated to be \$100 per year payable to the owner of Lot 114B. In addition to the operation costs, each lot owner shall share proportionately in the maintenance expenses of the well.

4. The Lot owners of Lots 114A and 114B shall equally share all costs associated with the operation and maintenance of the septic system.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 18 day of August, 2015.

FIRST PARTY

Steve Jones
STEVE JONES

Brenda Jones
BRENDA JONES