

THIS INSTRUMENT PREPARED BY:
Tennessee Valley Title Insurance Co.
800 S. Gay Street, Suite 1700
Knoxville, TN 37929
File No. 200777 (TMA)

**DECLARATION OF EASEMENT
AND MAINTENANCE AGREEMENT**

The undersigned, THE LENOIR CITY COMPANY, hereby declares that it is the owner of certain real property situated in District No. 2 of Loudon County, Tennessee, and within the corporate limits of the City of Lenoir City, Tennessee, and being identified as Tracts 1, 2, 3, 4 and 5 on the Survey for Lenoir City Co., recorded in Map Cabinet _____, Slide _____, in the Loudon County Register's Office (the "Property").

In connection with the Property Declarant desires to establish a right-of-way for ingress and egress for the benefit of Tracts 1, 2, 3 and 5 of the Property (the "Tracts"), and hereby declares and grants to the present and/or future owners of the Tracts, their heirs, successors, assigns, invitees, administrators, personal representatives and successors in interest (the "Owners" and individually an "Owner"), a 40 foot permanent easement for ingress and egress as reflected on the plat recorded in Plat Cabinet _____, Slide _____, in the Loudon County Register's Office (the "Easement Area").

The Owners shall bear the expense of maintaining the driveway within the Easement Area. Such expense shall be borne equally by each Lot Owner. Maintenance of the Easement Area shall be performed when the Owners elect to do so. Failure of an Owner to contribute its proportional share to such maintenance shall result in the right of the Owner's paying for such maintenance to file and enforce a lien against such non-contributing Owner and such Owner's lot. The Easement Area shall be maintained in a clean and neat condition.

This Declaration of Easement is made by and between Declarant and the Owners. The term "future owner" shall include the successors, assigns, invitees, administrators, personal representatives and successors in interest of such owner. The easement established herein shall run with the land and be binding upon the parties hereto and the future owners and their heirs, successors and assigns.

The provisions of this Declaration of Easement and Maintenance Agreement may be terminated, modified, rescinded or amended in whole or in part only with the prior written consent of the Owners.

The undersigned hereby covenant that they are lawfully seized and possessed of the hereinbefore described real property and have a good and lawful right to convey the rights and privileges herein set forth and bind themselves and their heirs, successors and assigns, to warrant and defend title to the easement and right-of-way herein described.

If any term or provision hereof is found by a court of competent jurisdiction to be illegal or unenforceable, such finding shall not be deemed to adversely affect any other term or provision hereof.

This Declaration of Easement and Maintenance Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Tennessee.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, or masculine, feminine or neuter gender, as the case may demand.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the ____ day of _____, 2020.

The Lenoir City Company

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged ___self to be the _____ of THE LENOIR CITY COMPANY, the within named bargainor, a Tennessee corporation, and that ___he as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by _____self as _____.

WITNESS my hand and official seal at office this _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is \$50.00.

Affiant

Subscribed and sworn to before me this ____ day of _____, 2020.

Notary Public

My Commission Expires: _____