

This Instrument Prepared by:
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**DECLARATION OF JOINT, PERMANENT
EASEMENT AND MAINTENANCE AGREEMENT**

THIS INSTRUMENT made and entered the _____ day of _____, 2025, by **DEAN RALPH BADER, unmarried, (hereafter “Bader”)**.

W I T N E S S E T H:

WHEREAS, Bader owns certain property located on Rutledge Pike and Little Valley Road, in Grainger County, Tennessee, which is more particularly described in the Deed recorded in Book IN416, Page 693 in the Grainger County Register of Deeds Office, to which reference is made for a more particular description of said property (“the property”);

WHEREAS, Bader has caused the property to be divided into seven (7) Tracts as shown on the plat of said division is entitled “Survey for Dean Ralph Bader Property” as shown on the plat of same recorded in Plat Book _____, Page _____, in the Register of Deeds Office for Grainger County, Tennessee, to which reference is made for a more particular description of said property (“the plat”);

WHEREAS, Bader desires to expressly dedicate an easement over the strip of land designated as a “50 ft. right-of-way for Tracts 4-6” on the subdivision plat and to provide for the maintenance of same, access to the property is via the bridge shown on the aforesaid survey, which may from time to time become impassable due to weather, maintenance issues, or structural concerns; and the dirt road offers an alternative route.

NOW THEREFORE, in consideration of the premises and the mutual benefits to be derived to the Tracts shown on the plat, **Bader** hereby declares and dedicates that the property shall be impressed with the easements as provided below:

1. Tracts 3, 4, 5, and 6 of the Survey for Dean Ralph Bader Property as described above shall each have and enjoy a non-exclusive, joint, permanent easement for ingress, egress and regress to and from Rutledge Pike running along and across the strip of land described on the plat a 50 ft. right-of-way for Tracts 4-6. In addition, the parties shall each have and enjoy a non-exclusive easement over, across, under, upon, and through said strip of land for the construction, maintenance, repair, and replacement of all usual and customary residential utility services and as appurtenant lines, conduits, and support structures. As well as access to the dirt road, but only during times when the bridge is impassable.

2. During any intermittent periods when the bridge over Richlands Creek is not usable because of flooding or any other reason, then Tracts 4-6 shall also as a temporary basis, a right of ingress and egress over and across the “dirt road” crossing tract 3 that connects with Harry Miller Road, an existing 10 ft. right-of-way, all as shown on the plat. This temporary right of ingress and egress over the dirt road shall only apply when the bridge over Richland Creek is not usable.

3. The owners of Tracts 3, 4, 5, and 6 of the Survey for Dean Ralph Bader Property shall promptly pay their pro rata share of the cost of maintaining that portion of the common driveway located in the easement that is jointly used by the owners of said tracts. The owners of said tracts shall continue to maintain the driveway in at least as good a condition as it existed at the time of the execution of this declaration. Any part of the driveway that is used only or exclusively by the owner of one tract shall be exclusively maintained by that party. The owner of each tract shall be solely responsible for the cost of the construction, maintenance and replacement of the residential utility lines serving his or her property. The owner of Tracts 3-6 shall equally share and promptly pay all costs reasonably necessary to keep and maintain the concrete bridge over Richland Creek in good repair or to replace with a new bridge.

4. If the owner of any tract, or any agent, employee, contractor or subcontractor of the owner of any tract, shall damage the driveway, the utility lines or the surface of the ground within the boundaries of the easement while constructing, maintaining or replacing any utility services, or operating any heavy vehicle or machinery over the driveway, or otherwise, then said party at his or her sole expense, shall repair and restore the driveway, utility lines or ground to the condition existing immediately before the damage.

5. If the owner of any tract shall breach any provision of this declaration, then the breaching party shall be liable for all costs and expenses incurred to enforce this declaration, including a reasonable attorney's fee which shall be in addition to any and all remedies afforded at law or in equity.

6. The easement described herein shall run with the land as described above. This declaration shall inure to the benefit of and be binding upon the owner of the land described above and her heirs, devisees, legal successors, and assigns.

7. The designation of the parties to this instrument in either the plural or singular shall be applied to mean either number, and where appropriate in the context hereof, shall mean any one or more of said parties; and the use of any pronoun herein shall include the masculine, the feminine and neuter.

IN WITNESS WHEREOF, this declaration was executed as of the day and year first above written.