

DECLARATION OF EASEMENTS AND MAINTENANCE
AGREEMENT

The undersigned, THE AMERICAN CANCER SOCIETY, INC. (A/K/A THE AMERICAN CANCER SOCIETY) and JONATHAN A. MARION, PERSONAL REPRESENTATIVE OF THE ESTATE OF CHARLES AVERY HOLT, hereby declare that they are the owner and authorized representative with control over the disposition of certain real property located in the Fourth (4th) Civil District of Hancock County, Tennessee, being known and designated as "CHARLES AVERY HOLT ESTATE: ROUNDS TRACT", as shown on plat of record in Plat Book _____, Envelope _____, in the Register of Deed's Office in Hancock County, Tennessee, being a portion of the property devised to the The American Cancer Society, Inc. (a/k/a The American Cancer Society) by Last Will & Testament of Charles Avery Holt in Hancock County Chancery Court Case No. 18-1213 and being a portion of the property ordered to be sold by Personal Representative, Jonathan A. Marion, by Order dated March 20, 2023 in said Estate.

Whereas, certain lots are situated along private roads which shall serve as access to and from the County maintained road and/or have a private road crossing said lots which provides access to other lots and provides access to other lots and access to a .34 acre "Common Area" providing access to the Clinch River and other amenities benefiting the property owners subject to this Agreement. Said private roads and Common Area are described in more detail as follows:

PRIVATE ROAD FOR ROUNDS PROPERTY LOTS 1R-14R

Being an easement 30 feet in width beginning at the southern margin of Big Spring Road and common corner of Lot 1R and the "Common Area Tract" thence in a south westerly direction across lots 1R, 2R, 3R, 4R, 5R, 6R, 7R, 8R, 9R, 10R and 11R, thence westerly over 12R, thence northwesterly over 13R, and 14R until it's terminus at the eastern margin of the property of Theodore V. Petersen as shown on the aforesaid plat.

PRIVATE ROAD FOR ROUNDS PROPERTY LOTS 1R-5R

Being an easement 30 feet in width beginning at the eastern margin of Big Spring Road within the margins of Lot 5R thence in an easterly direction across lots 5R, 4R, 3R, and 2R until it's terminus at the western margin of Lot 1R as shown on the aforesaid plat.

PRIVATE ROAD FOR ROUNDS PROPERTY LOTS 18R-23R

Being an easement 30 feet in width beginning at the western margin of Big Spring Road within the margins of Lot 23R thence in a westerly direction across lots 23R, 22R, 21R, 20R, and 19R until it's terminus at the eastern margin of Lot 18R as shown on the aforesaid plat.

PRIVATE ROAD FOR ROUND PROPERTY LOTS 22R, 23R, 24R, and 25R

Being an easement 30 feet in width beginning at point N. 3 deg. 58 min. 10 sec. W 185.86 feet from the northern margin Big Springs Road and common corner with southeast corner of Lot 22R thence in a northeasterly direction along the common boundary of Lots 22R and 23R, thence continuing in a northerly direction across Lot 24R to its terminus within Lot 25R as shown on aforesaid plat.

COMMON AREA FOR BENEFIT OF LOTS 16R, 18R, 19R, 20R, 21R, 22R, 23R, 24R, 25R, 26R, 27R, 28R, 29R, and 30R

Being a small rectangular area consisting of .34 acres, more or less BEGINNING at point in the southern margin of Big Spring Road at a 24-inch Boxelder in boundary with Joe H. Collins (DB 77, page 39), thence with the line of Collins S. 31 deg. 57 min. 25 sec. E. 98.73 feet to an iron pin (new), thence continuing with the line of Collins S. 3 deg. 29 min. 00 sec. E. 67.90 feet to a point in the northern bank of the Clinch River, thence with the boundary of the Clinch River, S. 48 deg. 57 min. 30 deg. W. 100.78 feet to a point, thence leaving the boundary with the Clinch River with the common boundary Tract 1R, N. 32 deg. 56 min. 00 W. 134.54 feet to an iron pin (new) in the southern margin of Big Springs Road, thence with the southern margin of Big Springs Road, N. 42 deg. 55 min. 50 sec. E. 57.48 feet to an iron pin (new), thence continuing with the southern margin of Big Springs Road N. 00 min. 21 min. 10 sec. E. 29.18 feet, thence continuing with the southern margin of Big Springs Road N. 41 deg. 56 min. 20 sec. E. 30.10 feet to point of BEGINNING.

WHEREAS, the undersigned, as such owners, desire to establish a Maintenance Agreement for purposes of providing for the upkeep and maintenance of the private road and of the Common Area grounds and improvements.

IT IS, THEREFORE, hereby declared that the owner, future owner or owners of the Lot or Lots herein referenced and referred, their heirs and assigns, shall comply with the following terms and conditions, to wit:

1. If located on the private road or any Lot or Lots, subject to this agreement, the aforesaid private road constitutes the access to and from its residence or property to the State maintained road and/or access to the Common Area on the Clinch River.
2. If the property that is subject to this Maintenance Agreement has a private road across it, it is understood that an easement for ingress and egress over said private road will be reserved in the Deed for the purchaser.
3. That each property owner along said private road shown on the plat of "CHARLES AVERY HOLT ESTATE: ROUNDS TRACT", shall have unobstructed right of ingress and egress over said private roads to and from their respective residence or the Common Area if granted access thereto.

4. That the .34 acre Common Area on the River shall only be used by Lot owners that do not otherwise adjoin the Clinch River for ingress and egress to the Clinch River, being LOTS 16R, 18R, 19R, 20R, 21R, 22R, 23R, 24R, 25R, 26R, 27R, 28R, 29R, and 30R of the "Rounds Tract" and said Common Area shall not be used for overnight camping, by either tent or camper, by any lot owner or guest.
5. That by acceptance of a deed for LOTS 16R, 18R, 19R, 20R, 21R, 22R, 23R, 24R, 25R, 26R, 27R, 28R, 29R, or 30R of the "Rounds Tract" the owner or owners of said Lot shall also accept by deed a proportionate undivided interest in the .34 acre "Common Area" in addition to the Lot or Lots so conveyed to them.
6. That an easement for utilities shall be reserved in the deed for each lot so that utility lines may be installed and maintained within the area reserved for any private road that crosses its property.
7. That said private roads shall be maintained in good and passable condition as a gravel/dirt drive and that each Lot adjoining a private drive shall share equally in the cost of maintaining said private drive to keep it in a state of repair that, is at a minimum, as good as the condition of the private road at the time of the closing. An annual fee of Two-Hundred (\$200.00) Dollars for all Lots shall be payable by each Lot owner, adjoining a private road or having access to the Common Area, being **Lots 1R-14R; 16R; 18R-23R; and 24R-30R**, to be payable and collected on July 1 of each calendar year, for the upkeep and maintenance of the private drives and Common Area, with the following exception, to-wit: If lot owner acquires more than one Lot, all of which are contiguous, said Lot owner will be required to pay a road maintenance common area fee only for one Lot. If a home is built on any Lot owner's additional Lots or if owner sells any additional Lot, then the owner of said Lot shall pay said maintenance fee on the additional Lot that is sold or on which a home is built. In the event additional money is necessary to maintain or improve a private road, a majority vote of all the owners who use the private road must agree in writing to any additional assessment over the Two Hundred (\$200.00) Dollar annual fee.
8. In the event any of the Lots subject to this Agreement is subdivided, the new Lot or Lots, will also be obligated to pay the Two Hundred (\$200.00) Dollar annual maintenance fee and will be bound by all other terms and conditions in this Agreement.
9. The property owners subject to this Agreement shall elect a custodian to collect and disburse monies from the road and common area maintenance fee checking account. The custodian shall be a property owner subject to this Agreement. Each property owner shall have one (1) vote for each Lot owned.
10. The custodian of this Agreement will prepare and distribute to the herein affected property owners an annual income and expense report and a year-end balance sheet accounting for all funds received and disbursed.
11. In the event it is necessary to take legal action to enforce any term of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees and court cost for enforcement of this agreement.

This Agreement shall be binding on all parties who own property or residences subject to this Agreement, their heirs and assigns, as well as any future owner who is given rights to said private road and common area.

THE AMERICAN CANCER SOCIETY, INC. (A/K/A
THE AMERICAN CANCER SOCIETY)

BY: _____

Authorized Officer/Agent

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, a Notary Public, personally appeared _____, with whom I am personally acquainted or otherwise provided to me satisfactory proof of identification, and who upon oath acknowledged himself/herself to be an Authorized Officer/Agent of the The American Cancer Society, Inc. (a/k/a The American Cancer Society), a non-profit corporation, and that he/she as such Authorized Officer/Agent, being authorized so to do, executed the foregoing instrument for purposes therein contained, by signing the name of the corporation by himself/herself as Authorized Officer/Agent.

Witness my hand and official seal at office this the _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

Jonathan A. Marion,
Personal Representative of the Estate of Charles
Avery Holt

STATE OF TENNESSEE
COUNTY OF _____

On this day, before me, the undersigned authority, a Notary Public in and for said the State and County, personally appeared, **JONATHAN A. MARION, Personal Representative of the Estate of Charels Avery Holt**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS, my hand and official seal at office, this _____ day of _____, 2023.

My commission expires: _____

NOTARY PUBLIC