

Prepared by
Mike Robertson
P.O. Box 78
HARRISBURG, TN 37752

PERMANENT EASEMENT AND MAINTENANCE AGREEMENT

This Permanent Easement and Maintenance Agreement is entered into on this the 1st day of MAY, 2025, by and between Seth Dziadul, hereinafter referred to as Party of the First part, and Danley Tommasini, Tiffany Tommasini, Phuong Hudson, and Neil Hudson, hereinafter referred to collectively as Parties of the Second Part.

Whereas, the Party of the First Part is the owner of a Tract of Land more particularly described in a Warranty Deed recorded in Record Book 1286, page 64, in the Claiborne County Register of Deeds Office, and designated as Tract Two (Nannie Ellison Tract) by the Commissioners in the cause of Mattie Carey et al V W. C. Watson et al as entered on Minute Book 17, page 408;

And, Whereas, the Parties of the Second Part are the collective owners of an adjoining tract of land as recorded in Record Book 1570, page 431, in the Claiborne County Register of Deeds Office, and designated as Tract Four (Mountain Tract) by the Commissioners in the cause of Mattie Carey et al Vs W. C. Watson et al as entered on Minute Book 17, page 408;

And, Whereas, said Commissioners Report did designate a fourteen (14) foot right of way known as the Farm Road running along the creek 6.80 poles (112.20 feet) from the intersection of the two creeks across the property of the Party of the First Part to the property of the Parties of the Second Part;

And, Whereas, over time, the culvert to the property across the creek has washed out and the fourteen(14) foot right of way has grown up over the property of the Party of the First Part, and the parties hereto have agreed to share a culvert at the drive way of the First Part or other crossing method of said creek from the end of Watson Lane and establish a designated right of way to the property of the Parties of the Second Part;

And, Whereas, The Party of the First Part and the Parties of the Second Part now desire to agree for the location of the said right of way and maintenance of the culvert for crossing the creek;

NOW, therefore, for and in the mutual consideration of settling and nonsuiting the Matter of Danley Tommasini et al V Seth Dziadul Case No 20,346, and forever creating the location of the fourteen right of way and agree for the maintenance and upkeep of the Culvert to be jointly used by the Party of the First Part and the Parties of the Second Part do agree as follows:

(1). The Party of the First Part and the Parties of the Second Part shall have joint use of the culvert at the end of Watson Hollow Road, where the culvert currently exist at the drive way of the Party of the First Part, and then 86 feet to an iron pin set at the base of a marked tree, and continuing 55 feet to an iron pin at the base of another marked tree, then continuing to the property of the Parties of the Second Part and the road bed of the right of way designated as the Farm Road. The Party of the First Part and the Parties of the Second Part agree that the fourteen right of way is to the west and south (toward the creek) of the line established in this paragraph. Parties hereto also agree that this right of way and the remaining right of way referred to as the Farm Road in the Commissioners report, and that it shall not be blocked by either party but shall be kept open and used by the Party of the First Part and the Parties of the Second Part, their heirs, executors, and assigns.

(2). It is further agreed that the Party of the Second Part agrees to provide a one-time lump-sum payment upon execution of this contract of \$3,500.00 to the Party of the First Part as maintenance fund covering the cost of normal maintenance on the culvert to be used by both parties. Due to the expected amount of usage, the Party of the Second Part, their heirs, executors, and assigns will not be responsible for normal maintenance, repair, or upkeep including that due to normal wear and tear or damage from human activity or negligence other than that directly caused by the Party of the Second Part, their heirs, executors, or assigns. In cases of damage caused solely by an act of God, herein defined as a

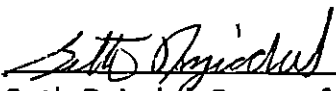
PERMANENT EASEMENT AND MAINTENANCE AGREEMENT

natural, unforeseeable event beyond the control of the parties, expenses will be shared equally between the Parties, their heirs, executors, or assigns.

(3). The Parties of the Second Part shall provide a one-time lump-sum amount of \$1,500.00 payable to the Party of the First Part upon execution of the contract as a fund for maintenance related to the ditch along the Party of the first Part's driveway that must be crossed to access the right of way for the Parties of the Second Part, and the Parties of the Second Part shall be fully responsible for the right of way as designated above. Any modifications to the right of way shall not induce damage to the driveway of the Party of the First Part.

(4) Parties of the Second Part agree that any property wider than fourteen feet between the right of way set out above and the creek shall not be a part of the right of way and nothing herein will give Parties of the Second Part any use or benefit of said excess property not included in said fourteen (14) foot right of described in Paragraph One (1).

(5). It is further agreed that upon the execution of this agreement, the Case of Tommasini et al V. Dziadul Case No.20,346 shall be nonsuited by the parties of the Second Part.


Seth Dziadul, Party of the First Part

STATE OF TENNESSEE
COUNTY OF Claiborne

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Seth Dziadul, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 18th day of May, 2025.

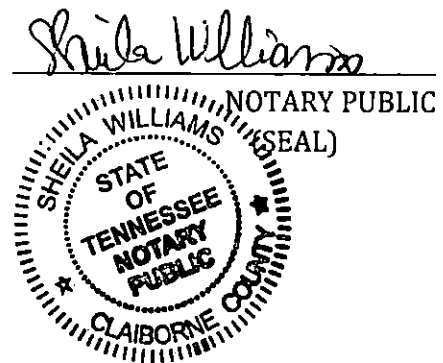
My Commission Expires: 7/1/26

BK/PG: 1679/662-666

25016110

5 PGS:AL-EASMENT DEED	
DONNA BATCH: 85712	05/01/2025 - 02:30 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

STATE OF TENNESSEE, CLAIBORNE COUNTY
KIMBERLY H. REECE
REGISTER OF DEEDS



PERMANENT EASEMENT AND MAINTENANCE AGREEMENT

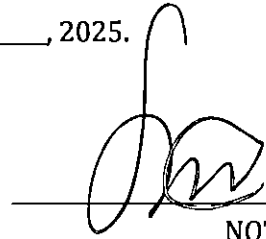


Danley Tommasini, Party of the Second Part

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Danley Tommasini, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

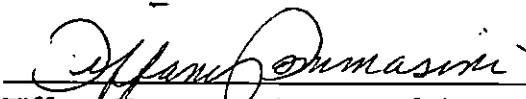
Witness my hand and official seal this 15 day of April, 2025.


NOTARY PUBLIC
(SEAL)

My Commission Expires: 1/29/28.



MELISA GONZALEZ
Notary Public
State of Florida
Comm# HH486373
Expires 1/29/2028

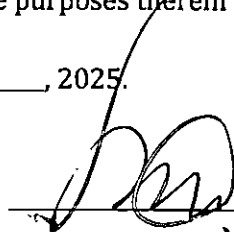


Tiffany Tommasini, Party of the Second Part

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Tiffany Tommasini, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 15 day of April, 2025.


NOTARY PUBLIC
(SEAL)

My Commission Expires: 1/29/28.



MELISA GONZALEZ
Notary Public
State of Florida
Comm# HH486373
Expires 1/29/2028

PERMANENT EASEMENT AND MAINTENANCE AGREEMENT

Phuong

Phuong Hudson, Party of the Second Part

STATE OF Florida
COUNTY OF Lake

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Phuong Hudson, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 18 day of April, 2025.

[Signature]

My Commission Expires: 4-01-28



TIARA EGOZCUE-QUINONES
Commission # HH 510159
Expires April 1, 2028
NOTARY PUBLIC
(SEAL)

Neil

Neil Hudson, Party of the Second Part

STATE OF Florida
COUNTY OF Lake

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Neil Hudson, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 18 day of April, 2025.

[Signature]

My Commission Expires: 4-01-28



TIARA EGOZCUE-QUINONES
Commission # HH 510159
Expires April 1, 2028
NOTARY PUBLIC
(SEAL)