

This Instrument Prepared By:  
 J. LYNN WATSON  
 Assistant City Attorney  
 City of Murfreesboro  
 P. O. Box 5055  
 Murfreesboro, TN 37133-5055

008641

Map 112, Parcel 3.00

WATERLINE EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00), cash in hand to me paid by CITY OF MURFREESBORO, a Municipal Corporation in Rutherford County, Tennessee, the receipt of which is hereby acknowledged, and for and in consideration of the benefits to accrue to land of which the hereinafter described parcel of land is a part, the undersigned, BOB PARKS, has this day bargained and sold and does hereby transfer and convey unto said CITY OF MURFREESBORO, a Municipal corporation, its successors and assigns, a permanent right-of-way and easement, in, upon, along, under, through and across the hereinafter described thirteen (13) foot wide parcel, with all necessary rights of ingress and egress to and from said parcel of land, for the purpose of locating, laying, constructing, installing, servicing, repairing, maintaining, and operating a waterline together with all necessary or appropriate fittings, appliances and appurtenances thereto, in, upon, along, under through and across said parcel. Said parcel of land is located in the 18th Civil District of Rutherford County, Tennessee, and is more particularly described in Exhibit A attached hereto.

Being a portion of the same property conveyed to the undersigned by deed of record at Deed Book 398, Page 477 in the Register's Office of Rutherford County, Tennessee.

TO HAVE AND TO HOLD said right-of-way and easement, and said right of ingress and egress, unto said CITY OF MURFREESBORO, its successors and assigns.

The Grantor covenants that he is lawfully seized and possessed of said parcel of land; that he has a good and lawful right to transfer and convey said right-of-way and easement; and that

said parcel of land is unencumbered, except for applicable zoning regulations, taxes for the current year, and as otherwise set forth herein.

The Grantor further covenants and binds himself, his heirs and assigns forever to warrant and defend the title to said right-of-way and easement unto said CITY OF MURFREESBORO, its successors and assigns, against the lawful claims of all persons.

The Grantor further covenants and binds himself, his heirs and assigns in title or interest in and to said parcel, or any part or portion thereof, not to construct or maintain any building or other structure of any kind upon said parcel, not to make or cause to be made any fill upon said parcel, and not to do or cause or permit to be done upon said parcel any other things or act of any kind whatsoever that will cause or be likely to cause damage or injury to the above referred to water line, including its fittings, appliances, and appurtenances.

By its acceptance of delivery of this instrument said CITY OF MURFREESBORO covenants and binds itself, its successors and assigns to repair and restore all fences, if any, that may be required to be cut or to be temporarily removed, and to clean up and remove from the land of the Grantors of which the above described parcel of land is a part, all surplus dirt, rock and other debris, caused by or resulting from the locating, laying, constructing, installing, servicing, repairing and maintaining of the said sanitary sewer or water line including its fittings, appliances and appurtenances thereto, and also insofar as reasonably practicable, to fill, grade, and restore the surface of the land where any such work or activity is done or carried on to its former grade or level and condition.



STATE OF TENNESSEE )  
:SS:  
RUTHERFORD COUNTY )

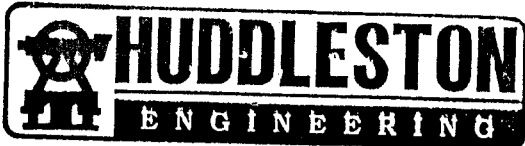
Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared John H. Quarterman and NA, with whom I am personally acquainted, and who, upon their oaths acknowledged themselves to be respectively the Senior Vice President and NA of MID-SOUTH BANK & TRUST COMPANY, and that they as such Senior Vice President and NA, being authorized to do so, executed the within and foregoing instrument (WATER LINE EASEMENT) for the purposes therein contained, by signing instrument, by themselves as such Senior Vice President and NA, respectively.

WITNESS MY HAND and Official Seal at office, in Murfreesboro, Tennessee on this the 22 day of February, 1990.

Betty M. Pitts  
Notary Public



My Commission Expires: 7-12-1992



W. HENRY HUDDLESTON III, P.E., R.L.S.  
WILLIAM H. HUDDLESTON IV, P.E.

SUBDIVISION DESIGN  
WATER AND SEWERAGE  
SITE PLANNING  
TRAFFIC ENGINEERING

CERTIFICATE OF SURVEY

STATE OF TENNESSEE  
RUTHERFORD COUNTY  
CIVIL DISTRICT NO. 18

354

*Bob Parks*

August 17, 1990

This is to certify that this date I have surveyed for the City of Murfreesboro a 13-foot wide water line easement, the north line of which is described by metes and bounds as follows:

Beginning at a steel pin in the south right-of-way line of Rutherford Boulevard that is N 20° 46' 50" E, 35.87 feet from the east right-of-way line of Southeast Broad Street;

THENCE N 70° 09' 57" E, 1144.3 feet along said south right-of-way line to a steel pin;

THENCE eastward, 855.21 feet along said right-of-way line on a curve with a radius of 2286.5341 feet and a deflection of 21° 25' 47" to the left to a steel pin;

THENCE N 48° 44' 10" E, 784.05 feet along said right-of-way line to a point in the west line of City of Murfreesboro property as recorded in Deed Book 234, Page 343 at the Register's Office of Rutherford County that is N 66° 43' 50" W, 185.05 feet from the north line of the Charles D. Todd property as recorded in Deed Book 168, Page 374 at the Register's Office of Rutherford County.

*W. Henry Huddleston III*  
W. Henry Huddleston III  
CIVIL ENGINEER

RECORDING FEE 2000  
STATE TAX —  
REGISTER'S FEE —  
TOTAL PAID 20.00  
RECEIPT NO. 17593

BART YEARGAN, REGISTER  
RUTHERFORD COUNTY, TENNESSEE  
Received May 3 19 91  
Time 11:17 A.M.  
Notebook 39 Page 521  
Deed BOOK 461 PAGE 350  
Deputy Jean Henley

Tax Map 112  
Parcel 3.00

006040

This Instrument Prepared By:  
Thomas L. Reed, Jr.  
Murfreesboro City Attorney  
P. O. Box 5055  
117 East Main Street  
Murfreesboro, TN 37133-5055

SUBDIVISION EASEMENT GRANT

WHEREAS, the undersigned has filed a plat with the City of Murfreesboro for the development of the land described therein; and

WHEREAS, the plat contains a reference to a utility easement(s); and

WHEREAS, it is the desire of the undersigned and the City of Murfreesboro that the reference to the easement on the plat mentioned below herein be further explained and defined.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00), cash in hand paid to the undersigned by the City of Murfreesboro, a Municipal Corporation in Rutherford County, Tennessee, the receipt of which is hereby acknowledged, and for and in consideration of the benefits to accrue to our land, the undersigned has this day bargained and sold and does hereby transfer and convey unto the City of Murfreesboro, its successors and assigns, a permanent right-of-way and easement in, upon, along, under, through and across the utility easement shown on the plat of KEENELAND SUBDIVISION, Section 1, which plat appears of record at Plat Book 15, Page 81, Register's Office of Rutherford County, Tennessee, which is a portion of the property conveyed to the undersigned by warranty deed of record in Deed Book 398, at page 477, Register's Office of Rutherford County, Tennessee, together with all necessary rights of ingress and egress to and from said utility easement(s), for the purpose of locating, laying, constructing, installing, servicing, repairing, maintaining and operating a sanitary sewer or sewer line, water line, above ground or below ground electrical power line(s), above ground or

or below ground cable television line(s), storm water drainage ditch and other surface or storm water drainage improvements, including but not limited to an open ditch or ditches, or covered drainage pipe or pipes, together with all necessary or appropriate fittings, appliances and appurtenances thereto, and the authority to replace, upgrade, and enlarge any or all of the foregoing, together with the right to utilize the utility easement for any of the foregoing purposes at a later date, in perpetuity.

If the utility easement shown on the plat designates a particular easement, then the grant and use is limited to the specified utility, but same may be replaced and enlarged at a later date.

The easement shall be twenty (20) feet wide unless otherwise specified on the plat.

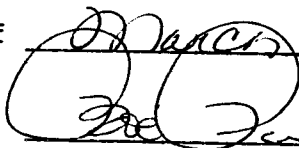
The City of Murfreesboro may grant a license or permission for others to use the easement.

TO HAVE AND TO HOLD said rights-of-way and easements and said rights of ingress and egress unto said City of Murfreesboro, its successors and assigns.

The undersigned covenants that I or we are lawfully seized and possessed of the real estate described in the subdivision plat mentioned above herein; that I or we have a good and lawful right to transfer and convey said rights-of-way and easements.

I or we further covenant and bind ourselves, our heirs and representatives forever to warrant and defend the title to said rights-of-way and easements unto said City of Murfreesboro, its successors and assigns, against the lawful claims of all persons.

This the 11<sup>th</sup> day of March, 1993.

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



This Instrument Prepared By:  
J. Lynn Watson  
Assistant City Attorney  
P. O. Box 5055  
Murfreesboro, TN 37133-5055

007030

POWERLINE EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00), cash in hand to me paid by CITY OF MURFREESBORO, a Municipal Corporation in Rutherford County, Tennessee, and the benefits to accrue to land of which the hereinafter described parcels of land are a part, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, BOB PARKS, has this day bargained and sold and does hereby transfer and convey unto said CITY OF MURFREESBORO, a Municipal corporation, its successors and assigns, a permanent right-of-way and easement, in, upon, along, under, through and across the hereinafter described parcels, with all necessary rights of ingress and egress to and from said parcels of land, for the purpose of locating, laying, constructing, installing, servicing, repairing, maintaining, and operating all necessary powerline or powerlines together with all necessary or appropriate fittings, appliances and appurtenances thereto, including powerline anchors, installed prior to the execution of this instrument in, upon, along, under through and across said parcel. Said parcels of land are located in the 18th Civil District of Rutherford County, Tennessee, and is more particularly described in Exhibits A and B attached hereto.

Being a portion of the property conveyed to grantor by deed of record at Deed Book 398, Page 477, Register's Office of Rutherford County, Tennessee.

TO HAVE AND TO HOLD said right-of-way and easement, and said right of ingress and egress, unto said CITY OF MURFREESBORO, its successors and assigns.

The Grantor covenants that he is lawfully seized and possessed of said parcels of land; that he has a good and lawful right to transfer and convey said right-of-ways and easements; and that said parcels of land are unencumbered, except for applicable zoning regulations, taxes for the current year, and as otherwise set forth herein.

The Grantor further covenants and binds himself, his heirs and assigns forever to warrant and defend the title to said right-of-ways and easements unto said CITY OF MURFREESBORO, its successors and assigns, against the lawful claims of all person.

The Grantor further covenants and binds himself, his heirs and assigns in title or interest in and to said parcels, or any part or portion thereof, not to construct or maintain any building or other structure of any kind upon said parcels, not to make or cause to be made any fill upon said parcels not to permit any grading that will damage the integrity of the powerline, and not to do or cause or permit to be done upon said parcels any other things or act of any kind whatsoever that will cause or be likely to cause damage or injury to the above referred to powerline(s), including fittings, appliances, and appurtenances.

By its acceptance of delivery of this instrument said CITY OF MURFREESBORO covenants and binds itself, its successors and assigns to repair and restore all fences, if any, that may be required to be cut or to be temporarily removed, and to clean up and remove from the land of the Grantors of which the above described parcels of land is a part, all surplus dirt, rock and other debris, caused by or resulting from the locating, laying, constructing, installing, servicing, repairing and maintaining of the said powerline(s) and anchor including fittings, appliances and appurtenances thereto, and also insofar as reasonably practicable, to fill, grade, and restore the surface of the land where any such work or activity is done or carried on to its former grade or level and condition.

THIRD NATIONAL BANK, is the true and lawful owners and holders of an indebtedness or Note fully described in and secured by a Deed of Trust from BOB PARKS, a/k/a ROBERT A. PARKS and wife, LINDA N. PARKS, to secure an indebtedness of \$500,000.00 to Thomas D. Vance, Trustee, dated May 17, 1988, of record at Trust Deed Book A-590, page 465, payable to MID-SOUTH BANK AND TRUST COMPANY. Said Deed of Trust was modified by instrument of record at Trust Book A-629, Page 510 to increase the total indebtedness to \$800,000.00. THIRD NATIONAL BANK is also the lawful owner and holder of an indebtedness or Note fully described in and secured by a Deed of Trust from BOB PARKS, a/k/a ROBERT A. PARKS and wife, LINDA N. PARKS, to Thomas D. Vance, Trustee, to secure an indebtedness payable to MID-SOUTH BANK & TRUST COMPANY, in the principal sum of \$960,000.00 dated January 26, 1988 of record at Trust Deed Book A-574, Page 281, Register's Office of Rutherford County, Tennessee. THIRD NATIONAL BANK hereby joins herein solely for the purpose of subordinating, and does hereby subordinate, the lien of the said Deeds of Trust to the right(s)-of-way and easement(s) herein and

hereby transferred and conveyed to CITY OF MURFREESBORO; but said Deeds of Trust shall not be otherwise affected hereby, and shall continue in full force and effect as effect as before the execution and delivery hereof, subject and subordinate only to said right(s)-of-way and easement(s).

LINDA PARKS, wife of BOB PARKS, joins in this conveyance for the purpose of conveying any interest she may have in the easements herein granted.

Anchor Easements  
To Be Conveyed to: Murfreesboro Electric Department  
By: Bob Parks  
Part of Tax Map 112, Parcel 3.00  
Part of Deed Book 398, Page 477

**Anchor Easement No. 1**

Commencing at an iron pin on the southerly right-of-way of South Rutherford Boulevard, 42' off the centerline, at its intersection with the northeast right-of-way of Manchester Highway; thence along the southerly right-of-way of South Rutherford Boulevard N-70°09'57"-E, 1,144.30 feet to an iron pin for a point of beginning; thence from said point of beginning S-21°05'-E, 45.0 feet to a point, this being the centerline of an eight (8) foot wide Anchor Easement.

**Anchor Easement No. 2**

Commencing at an iron pin on the southerly right-of-way of South Rutherford Boulevard, 42' off the centerline, at its intersection with the northeast right-of-way of Manchester Highway; thence along the southerly right-of-way of South Rutherford Boulevard N-70°09'57"-E, 1,144.30 feet to an iron pin; thence continuing with the southerly right-of-way of South Rutherford Boulevard and a curve to the left having a radius of 2,286.53' for an arc length of 213.4 feet, more or less, to a point of beginning; thence from said point of beginning S-25°50'-E, 45.0 feet to a point, this being the centerline of an eight (8) foot wide Anchor Easement.

**Anchor Easement No. 3**

Commencing at an iron pin on the southerly right-of-way of South Rutherford Boulevard, 42' off the centerline, at its intersection with the northeast right-of-way of Manchester Highway; thence along the southerly right-of-way of South Rutherford Boulevard N-70°09'57"-E, 1,144.30 feet to an iron pin; thence continuing with the southerly right-of-way of South Rutherford Boulevard and a curve to the left having a radius of 2,286.53' for an arc length of 426.7 feet, more or less, to a point of beginning; thence from said point of beginning S-30°45'-E, 45.0 feet to a point, this being the centerline of an eight (8) foot wide Anchor Easement.

Information for these easements was taken from information provided by the Murfreesboro Electric Department.

Prepared by:  
Francis-Steele & Associates, Inc.  
316 West Lytle Street, Suite 216  
Murfreesboro, TN 37130

**CERTIFICATE OF ACCURACY**

I hereby certify that this is a true and accurate survey to the best of my knowledge and ability.

DATE: 9-11-91

*Robert E. Francis*  
**ROBERT E. FRANCIS**  
Registered Land Surveyor #660

Electric Power Line Easement  
 To Be Conveyed to: Murfreesboro Electric Department  
 By: Bob Parks  
 Part of Tax Map 112, Parcel 3.00  
 Part of Deed Book 398, Page 477

Located in the 18th Civil District of Rutherford County, Tennessee. Passing through the Bob Parks property (Deed Book 398, Page 477) in a generally east-west direction adjacent to the southerly right-of-way of South Rutherford Boulevard.

Beginning at an iron pin on the southerly right-of-way of South Rutherford Boulevard, 42' off the centerline, at its intersection with the northeast right-of-way of Manchester Highway; thence along the southerly right-of-way of South Rutherford Boulevard N-70°09'57"-E, 1,144.30 feet to an iron pin; thence continuing with the southerly right-of-way of South Rutherford Boulevard and a curve to the left having a radius of 2,286.53' for an arc length of 483.53 feet to a point being the most westerly corner of Keeneland Subdivision Section I, and the NE corner of this easement; thence leaving the southerly right-of-way of South Rutherford Boulevard and with the westerly line of Keeneland, Sec. I, S-31°57'-E, 15.0 feet to a point; thence passing through the Parks property and a curve to the right having a radius of 2,301.53' for an arc length of 486.70 feet to a point; thence S-70°09'57"-W, 1,157.16 feet to a point on the northeast margin of Manchester Highway; thence N-20°46'50"-E, 19.76 feet to the iron pin at the beginning; containing 0.56 acres, more or less.

Information for this easement was taken from information provided by the Murfreesboro Electric Department.

Prepared by:  
 Francis-Steele & Associates, Inc.  
 316 West Lytle Street, Suite 216  
 Murfreesboro, TN 37130

**CERTIFICATE OF ACCURACY**  
 I hereby certify that this is a true and accurate survey to the best of my knowledge and ability.

Date 9-11 1991

  
 ROBERT E. FRANCIS  
 Registered Land Surveyor #660

WITNESS OUR HANDS this 20 day of March, 1992.

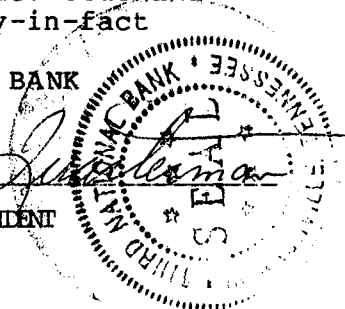
[Signature]  
BOB PARKS

[Signature]  
LINDA N. PARKS

BY BOB PARKS, Her true and lawful attorney-in-fact

THIRD NATIONAL BANK

BY [Signature]  
SENIOR VICE PRESIDENT



ATTEST:

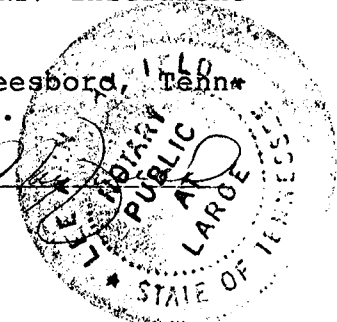
[Signature]

STATE OF TENNESSEE )  
: SS  
RUTHERFORD COUNTY )

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named BOB PARKS, the bargainors with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who acknowledged that they signed the foregoing (POWERLINE AND ANCHOR EASEMENT) instrument for the purposes therein contained.

WITNESS MY HAND and Official Seal at Murfreesboro, Tennessee, this the 20<sup>th</sup> day of March, 1992.

[Signature]  
Notary Public



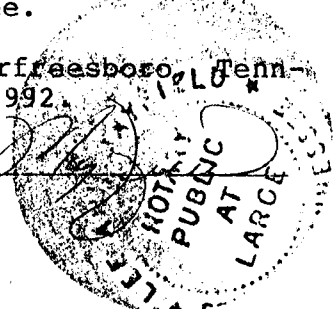
My Commission Expires: 1-15-96

STATE OF TENNESSEE )  
: SS  
RUTHERFORD COUNTY )

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named BOB PARKS, the bargainor, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who acknowledged that he executed the foregoing (POWERLINE AND ANCHOR EASEMENT) the same as the free act and deed of said LINDA N. PARKS and for the purposes therein contained by virtue of a power of attorney duly executed by the said LINDA N. PARKS and appearing of record in Book A-393, Page 97, Register's Office of Rutherford County, Tennessee.

WITNESS MY HAND and Official Seal at Murfreesboro, Tennessee, this the 20<sup>th</sup> day of March, 1992.

[Signature]  
Notary Public



My Commission Expires: 1-15-96

RECORDING FEE 24.00  
STATE TAX \_\_\_\_\_  
REGISTRAR'S FEE \_\_\_\_\_  
TOTAL PAID 24.00  
RECEIPT NO. 43787

I, Bart Yeargan, Register of Rutherford County, do certify that the foregoing instrument is registered in said office in book 478 page 364 that it was received March 20 19 92 at 2:52 o'clock P. M and entered in notebook 41 page 17 Bart Yeargan, Reg. [Signature] Deputy

This Instrument Prepared By:  
DAVID W. KiOUS, Attorney at Law  
Murfreesboro, TN 37129

002465

**EASEMENT AGREEMENT**  
(Part of Map 112, Page 3)

THIS AGREEMENT made this 29<sup>th</sup> day of January, 1993, between BELIEVERS' CHAPEL, party of the first part, and BOB PARKS, party of the second part.

WITNESSETH:

WHEREAS, the party of the first part owns an approximate five acre tract of land in Rutherford County, Tennessee of record in Deed Book 496, page 574 of the Register's Office of Rutherford County, Tennessee, and

WHEREAS, said real property has been purchased by party of the first part with the purpose of said party building a church thereon. The property has contained within its boundaries a strip of land approximately fifty (50) feet wide by approximately three hundred fourteen (314) feet long which provides the only access to Rutherford Boulevard from the remainder of said property. The property hereinabove referred to belonging to the party of the first part is hereinafter referred to as the "church property", and the access strip referred to above which is also owned by the party of the first part is hereinafter referred to as the "access parcel", and

WHEREAS, party of the second part owns the property adjoining the west side of the access parcel. The property belonging to party of the second part shall be hereinafter referred to as the "front parcel". Exhibit A is attached for reference to all of the aforesaid properties, and

WHEREAS, the parties hereto have agreed that the access parcel and any roadway ("access road") constructed therein would be beneficial to the interest of

For Rerecorded Easement Agreement, see Deed Book 497, page 341.

both parties, and therefore, each have agreed to enter into this Easement Agreement for the purpose of granting rights and defining construction and maintenance obligations in regard thereto.

NOW, THEREFORE, in pursuance to said agreement and for and in consideration of the sum of One Dollar (\$1.00) paid by each of the parties to each other, receipt of which is hereby acknowledged, and of the mutual covenants, agreements, conditions and stipulations therein contained, it is mutually covenanted, stipulated and agreed by and between the parties as follows:

1. GRANT BY FIRST PARTY. The party of the first part hereby grants to the party of the second part, his heirs and assigns, an easement and right-of-way, together with the full and free right for him and his tenants, visitors and licensees, in common with all others having the like right, at all times hereafter for the purpose of ingress and egress to and from the east line of his front parcel, to pass and re-pass along and over any temporary or permanent road constructed within the access parcel belonging to first party for ingress and egress to Rutherford Boulevard. Herewith granted is the right to construct and maintain a road within the access parcel to facilitate the purpose of this easement grant.

2. APPURTENANT. It is further understood and agreed that the easement granted herein is to be held by the grantee, his heirs and assigns as appurtenant and running with the land.

3. CONSTRUCTION OF ROAD. In the event that a road is constructed within the easement area contained within the boundaries of the access parcel, the

following conditions shall apply:

A. Construction By First Party. If party of the first part is first to develop its property and to construct a road in the access property extending to the juncture with Rutherford Boulevard, then it shall do so at its own expense and shall maintain the road at its own expense until such time as party of the second part develops its front property and connects into the road. The parties shall then determine the point where such connection is made and calculate the percentage of the access road that party of the second part will then be using. The total road cost expended by first party shall be multiplied by the aforesaid percentage to arrive at a product which shall then be divided by two. Said resulting quotient is the amount that party of the second part shall pay to party of the first part for its share of road construction.

B. Construction By Second Party. If the party of the second part is first to develop its property and to construct a road within the access property extending from its point of entry on the east line of the front property to Rutherford Boulevard, then second party shall pay for the construction and maintenance of that portion of the access road until such time as party of the first party develops its church property and constructs the remaining portion of the access road thereby giving first party access to Rutherford Boulevard over that portion of the road already constructed by second party. The first party shall then pay to second party one-half the cost that was expended by second party for road construction.

C. Simultaneous Construction. Should both parties develop their

579

properties simultaneously, then they shall construct the access road together and determine second party's percentage of cost using the formula in paragraph 3(A) above; i.e., [(total cost) x (\_\_\_% of road to be used by second party)] ÷ [2] = second party's share of cost.

4. MAINTENANCE. It is further understood and agreed that the parties will share in the maintenance of the access road as follows:

A. For all maintenance and repair to that area of the access road not used by second party and being that area between any church building and the first point where second party has connected to the access road, first party shall be liable for the cost of same.

B. For all other areas of the access road within the access property not covered by paragraph 4(A) hereof, the parties shall be equally liable for the maintenance and repair of same.

C. For all other areas of the access property not hereinabove described, the party of the first part shall be liable for the maintenance and repair of same, with the exception of the access property utilized by second party to connect into the access road from the east line of second party's front property.

D. After the access road is constructed and is being utilized by both parties, it is the intent of the parties that mutual consent be obtained for maintenance to the access road; however, should the parties not mutually agree, then only party of the first part shall have authority to proceed with maintenance using reasonable and sound discretion regarding necessity and cost. Upon being presented with an

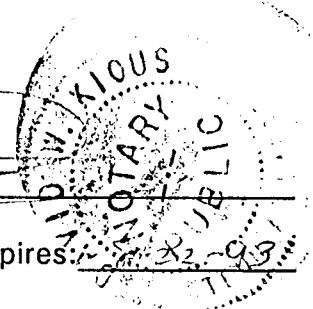


State of Tennessee )  
County of Rutherford )

Before me, a Notary Public in and for the State and County aforesaid, personally appeared KENNETH L. WALKER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be a trustee of BELIEVERS' CHAPEL, the within named bargainor, and that he as such trustee, executed the foregoing instrument for the purpose therein contained, by signing the name of BELIEVERS'S CHAPEL as trustee.

Witness my hand this 29 day of January, 1993.

NOTARY PUBLIC  
My Commission Expires: 8-22-93

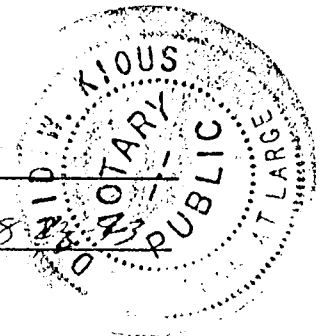


State of Tennessee )  
County of Rutherford )

Personally appeared before me, a notary public in and for the state and county aforementioned, BOB PARKS, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 29 day of January, 1993.

Notary Public  
My commission expires: 8-22-93



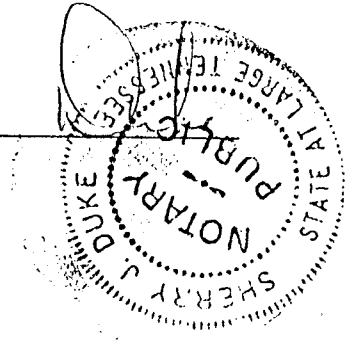
The consideration for this transfer is none.

*[Handwritten Signature]*

AFFIANT

Sworn to and subscribed before me this 29th day of January, 1993.

*[Handwritten Signature]*  
NOTARY PUBLIC



My Commission Expires:

11-16-93

RECORDING FEE 28.00  
STATE TAX             
REGISTER'S FEE             
TOTAL PAID 28.00  
RECEIPT NO. 72762

I, Bart Yeagan, Register of Rutherford County, do certify that the foregoing instrument is registered in said office in book 496 page 577 that it was received Jan 1 19 93 at 3:18 o'clock P.M and entered in notebook 42 page 235 Bart Yeagan, Reg. Levi Dietrich Deputy

This Instrument Prepared By:  
DAVID W. Kious, Attorney at Law  
Murfreesboro, TN 37129

**EASEMENT AGREEMENT**  
(Part of Map 112, Page 3)

**003494**

THIS AGREEMENT made this 29<sup>th</sup> day of January, 1993, between BELIEVERS' CHAPEL, party of the first part, and BOB PARKS, party of the second part.

WITNESSETH:

WHEREAS, the party of the first part owns an approximate five acre tract of land in Rutherford County, Tennessee of record in Deed Book 496, page 574 of the Register's Office of Rutherford County, Tennessee, and

WHEREAS, said real property has been purchased by party of the first part with the purpose of said party building a church thereon. The property has contained within its boundaries a strip of land approximately fifty (50) feet wide by approximately three hundred fourteen (314) feet long which provides the only access to Rutherford Boulevard from the remainder of said property. The property hereinabove referred to belonging to the party of the first part is hereinafter referred to as the "church property", and the access strip referred to above which is also owned by the party of the first part is hereinafter referred to as the "access parcel", and

WHEREAS, party of the second part owns the property adjoining the west side of the access parcel. The property belonging to party of the second part shall be hereinafter referred to as the "front parcel". Exhibit A is attached for reference to all of the aforesaid properties, and

WHEREAS, the parties hereto have agreed that the access parcel and any roadway ("access road") constructed therein would be beneficial to the interest of

both parties, and therefore, each have agreed to enter into this Easement Agreement for the purpose of granting rights and defining construction and maintenance obligations in regard thereto.

NOW, THEREFORE, in pursuance to said agreement and for and in consideration of the sum of One Dollar (\$1.00) paid by each of the parties to each other, receipt of which is hereby acknowledged, and of the mutual covenants, agreements, conditions and stipulations therein contained, it is mutually covenanted, stipulated and agreed by and between the parties as follows:

1. GRANT BY FIRST PARTY. The party of the first part hereby grants to the party of the second part, his heirs and assigns, an easement and right-of-way, together with the full and free right for him and his tenants, visitors and licensees, in common with all others having the like right, at all times hereafter for the purpose of ingress and egress to and from the east line of his front parcel, to pass and re-pass along and over any temporary or permanent road constructed within the access parcel belonging to first party for ingress and egress to Rutherford Boulevard. Herewith granted is the right to construct and maintain a road within the access parcel to facilitate the purpose of this easement grant.

2. APPURTENANT. It is further understood and agreed that the easement granted herein is to be held by the grantee, his heirs and assigns as appurtenant and running with the land.

3. CONSTRUCTION OF ROAD. In the event that a road is constructed within the easement area contained within the boundaries of the access parcel, the

following conditions shall apply:

A. Construction By First Party. If party of the first part is first to develop its property and to construct a road in the access property extending to the juncture with Rutherford Boulevard, then it shall do so at its own expense and shall maintain the road at its own expense until such time as party of the second part develops its front property and connects into the road. The parties shall then determine the point where such connection is made and calculate the percentage of the access road that party of the second part will then be using. The total road cost expended by first party shall be multiplied by the aforesaid percentage to arrive at a product which shall then be divided by two. Said resulting quotient is the amount that party of the second part shall pay to party of the first part for its share of road construction.

B. Construction By Second Party. If the party of the second part is first to develop its property and to construct a road within the access property extending from its point of entry on the east line of the front property to Rutherford Boulevard, then second party shall pay for the construction and maintenance of that portion of the access road until such time as party of the first party develops its church property and constructs the remaining portion of the access road thereby giving first party access to Rutherford Boulevard over that portion of the road already constructed by second party. The first party shall then pay to second party one-half the cost that was expended by second party for road construction.

C. Simultaneous Construction. Should both parties develop their

**343**

properties simultaneously, then they shall construct the access road together and determine second party's percentage of cost using the formula in paragraph 3(A) above; i.e.,  $[(\text{total cost}) \times (\text{___\% of road to be used by second party})] \div [2] =$  second party's share of cost.

4. MAINTENANCE. It is further understood and agreed that the parties will share in the maintenance of the access road as follows:

A. For all maintenance and repair to that area of the access road not used by second party and being that area between any church building and the first point where second party has connected to the access road, first party shall be liable for the cost of same.

B. For all other areas of the access road within the access property not covered by paragraph 4(A) hereof, the parties shall be equally liable for the maintenance and repair of same.

C. For all other areas of the access property not hereinabove described, the party of the first part shall be liable for the maintenance and repair of same, with the exception of the access property utilized by second party to connect into the access road from the east line of second party's front property.

D. After the access road is constructed and is being utilized by both parties, it is the intent of the parties that mutual consent be obtained for maintenance to the access road; however, should the parties not mutually agree, then only party of the first part shall have authority to proceed with maintenance using reasonable and sound discretion regarding necessity and cost. Upon being presented with an

itemized statement of such expenses, the parties shall pay their proportionate share.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 29th  
day of January, 1993.

PARTY OF THE FIRST PART

BELIEVERS' CHAPEL

By: T. Wayne Belt, Trustee  
T. Wayne Belt, Trustee  
Kenneth L. Walker, Trustee  
Kenneth L. Walker, Trustee

PARTY OF THE SECOND PART

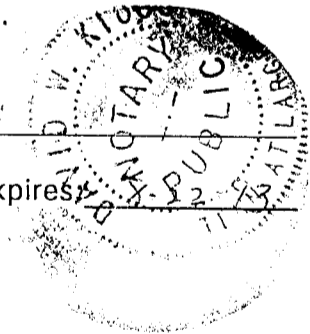
By: Bob Parks  
Bob Parks

State of Tennessee )  
County of Rutherford )

Before me, a Notary Public in and for the State and County aforesaid, personally appeared T. WAYNE BELT, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be a trustee of BELIEVERS' CHAPEL, the within named bargainor, and that he as such trustee, executed the foregoing instrument for the purpose therein contained, by signing the name of BELIEVERS'S CHAPEL as trustee.

Witness my hand this 29 day of January, 1993.

NOTARY PUBLIC  
My Commission Expires 12/31/93

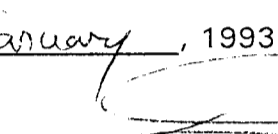


345

State of Tennessee )  
 )  
County of Rutherford )

Before me, a Notary Public in and for the State and County aforesaid, personally appeared KENNETH L. WALKER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be a trustee of BELIEVERS' CHAPEL, the within named bargainor, and that he as such trustee, executed the foregoing instrument for the purpose therein contained, by signing the name of BELIEVERS'S CHAPEL as trustee.

Witness my hand this 29 day of January, 1993.

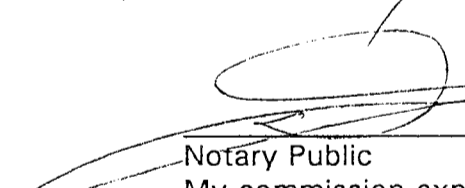
  
NOTARY PUBLIC  
My Commission Expires: 8-22-93

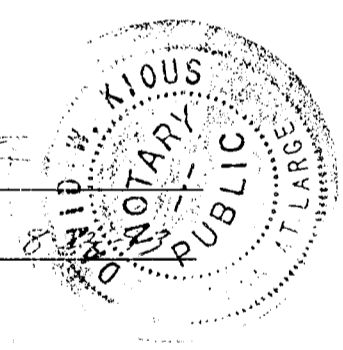


State of Tennessee )  
 )  
County of Rutherford )

Personally appeared before me, a notary public in and for the state and county aforementioned, BOB PARKS, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 29 day of January, 1993.

  
Notary Public  
My commission expires: 8-22-93

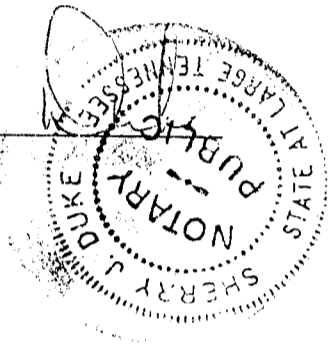


The consideration for this transfer is none.

[Signature]  
AFFIANT

Sworn to and subscribed before me this 29th day of January, 1993.

[Signature]  
NOTARY PUBLIC



My Commission Expires:

11-16-93

RECORDING FEE 32.00  
STATE TAX \_\_\_\_\_  
REGISTER'S FEE \_\_\_\_\_  
TOTAL PAID 32.00  
RECEIPT NO. 73693

RECORDING FEE 28.00  
STATE TAX \_\_\_\_\_  
REGISTER'S FEE \_\_\_\_\_  
TOTAL PAID 28.00  
RECEIPT NO. 72762

I, Bart Yeargan, Register of Rutherford County, do certify that the foregoing instrument is registered in said office in book 496 page 577 that it was received Jan 1 1993 at 3:18 o'clock P. M and entered in notebook 42 page 235 Bart Yeargan, Reg. Lou Dietrich Deputy



This Instrument Prepared By:  
 Thomas L. Reed, Jr.  
 Murfreesboro City Attorney  
 P. O. Box 5055  
 Murfreesboro, TN 37133-5055

SUBDIVISION EASEMENT GRANT

008014

WHEREAS, the undersigned has filed a plat with the City of Murfreesboro for the development of the land described therein; and

WHEREAS, the plat contains a reference to a utility easement(s) and/or storm drainage easement(s); and

WHEREAS, it is the desire of the undersigned and the City of Murfreesboro that any reference to any easement(s) on the plat mentioned below herein be further explained and defined.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00), cash in hand paid to the undersigned by the City of Murfreesboro, a Municipal Corporation in Rutherford County, Tennessee, the receipt of which is hereby acknowledged, and for and in consideration of the benefits to accrue to our land, the undersigned has this day bargained and sold and does hereby transfer and convey unto the City of Murfreesboro, its successors and assigns, a permanent right-of-way and easement in, upon, along, under, through and across any utility and/or storm drainage easement(s) shown on the plat of \_\_\_\_\_

Black Fox Crossing, Section \_\_\_\_\_, which plat appears of record at Plat Book 17, Page 1, Register's Office of Rutherford County, Tennessee, which is a portion of the property conveyed to the undersigned by warranty deed of record in Deed Book <sup>398</sup>~~496~~<sub>497</sub> at page <sup>417</sup>~~514~~<sub>349+344</sub> Register's Office of Rutherford County, Tennessee, together with all necessary rights of ingress and egress to and from said utility and/or storm drainage easement(s), for the purpose of locating, laying, constructing, reconstructing, installing, expanding, servicing, repairing, maintaining and operating a sanitary sewer or sewer line, water line, above ground or below ground electrical power

line(s), above ground or below ground cable television line(s), storm water drainage ditch and other surface or storm water drainage improvements, including but not limited to an open ditch or ditches, or covered drainage pipe or pipes, together with all necessary or appropriate fittings, appliances and appurtenances thereto, and the authority to replace, upgrade, and enlarge any or all of the foregoing, together with the right to utilize the utility and/or storm drainage easement(s) for any of the foregoing purposes at a later date, in perpetuity.

If any easement shown on the plat designates a particular type easement, then the grant and use is limited to the specified type of easement, but same may be replaced or enlarged any time in the future.

If any easement is designated as a storm drainage easement, the undersigned reserves the right to utilize covered pipe(s) at any time in the future at the expense of the undersigned, provided the city engineer gives his/her prior written approval to plans prepared by a licensed engineer submitted by the undersigned. The expense of review shall be borne by the undersigned.

The easement shall be twenty (20) feet wide unless otherwise specified on the plat.

TO HAVE AND TO HOLD said rights-of-way and easements and said rights of ingress and egress unto said City of Murfreesboro, its successors and assigns.

The undersigned covenants that I/we are lawfully seized and possessed of the real estate described in the subdivision plat mentioned above herein; that I/we have a good and lawful right to transfer and convey said rights-of-way and easements.

I/we further covenant and bind ourselves, our heirs and representatives forever to warrant and defend the title to said rights-of-way and easements unto said City of Murfreesboro, its successors and assigns, against the lawful claims of all persons.

This the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

BLACK FOX VENTURE  
by T. Wayne Belt

STATE OF TENNESSEE )  
COUNTY OF RUTHERFORD )

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, the within named T. WAYNE BELT, the bargainer(s) with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that HE executed the foregoing (STORM DRAINAGE EASEMENT) instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at office in Murfreesboro, Tennessee, this the 1 day of March, 1994.

Emilia Moore  
NOTARY PUBLIC

My Commission Expires: 9-18-96.



RECORDING FEE 12.00  
STATE TAX \_\_\_\_\_  
REGISTER'S FEE \_\_\_\_\_  
TOTAL PAID 12.00  
RECEIPT NO. 13782

State of Tennessee, Rutherford County  
I, Bart Yeagan, Register of said county and state do certify that the foregoing instrument is registered in said office in book 521 page 266 that it was received March 9 1994 at 8:02 o'clock A. M and entered in notebook 44 page 209.  
Bart Yeagan, Reg. Danna Stem Deputy