

14048550

5 PGS: AGREEMENT

BATCH: 293153

12/09/2014 - 04:17 PM

VALUE 0.00

MORTGAGE TAX 0.00

TRANSFER TAX 0.00

RECORDING FEE 25.00

DP FEE 2.00

REGISTER'S FEE 0.00

TOTAL AMOUNT 27.00

STATE OF TENNESSEE, SEVIER COUNTY

CYNDI B LOVEDAY

REGISTER OF DEEDS

PREPARED BY:

CHARLIE R. JOHNSON, ESQ.
JOHNSON, MURRELL & ASSOCIATES, P.C.
150 COURT AVENUE
SEVIERVILLE, TN 37862

JOINT EASEMENT AGREEMENT

THIS JOINT EASEMENT AGREEMENT is made and entered into by and between STARLIGHT RIDGE RESORT, A TENNESSEE GENERAL PARTNERSHIP (hereinafter referred to as "Starlight"); ROSEMARY TARWATER STARNES (hereinafter referred to as "Starnes") of 103 Quail Hollow Court, Tullahoma, TN 37388; and, SUZANNE STARNES MARTIN (hereinafter referred to as "Martin") of 3504 Knight Road, Whites Creek, TN 37189.

WHEREAS, Starlight Ridge Resort is the owner of two (2) parcels of land affected by this agreement, described as Tracts 2 and 5 as shown on a plat entitled "Property of Ella Floyd Tarwater" of record in Map Book 24, Page 32 in the Register's Office for Sevier County, Tennessee, both tracts being conveyed to Starlight Ridge Resort by deed of GAC Development Tennessee, LLC dated May 2, 2007 and recorded in Book 2814, Page 812 and corrected in Book 2822, Page 272 and Book 2890, Page 586, all in the Register's Office for Sevier County, Tennessee; and

WHEREAS, Rosemary Tarwater Starnes is the owner of Tract 1 of the property described on a plat entitled "Property of Ella Floyd Tarwater" of record in Map Book 24, Page 32 in the Register's Office for Sevier County, Tennessee, and being the same property conveyed to Rosemary Tarwater Starnes, by deed of record in WD Book 314, Page 725 in the Register's Office for Sevier County, Tennessee; and,

WHEREAS, Suzanne Starnes Martin is the owner of a five (5) acre tract according to survey of Jack C. Tarwater, RLS #976, dated August 22, 2002 and being the same property conveyed to Suzanne Starnes Martin, by deed of record in Book 2032, Page 751 in the Register's Office for Sevier County, Tennessee; and,

WHEREAS, all three parties agree that it would be in their best interests to establish a joint easement agreement for the common use of their respective tracts or parcels of land referenced and described hereinabove; and,

WHEREAS, all three parties agree that they were previously conveyed and still have the right to use the 50 foot wide right-of-way as shown on a plat of the "Property of Ella Floyd Tarwater" of record in Map Book 24, Page 32 in the Register's Office for Sevier County, Tennessee, conveyed and described in WD Book 1130, Page 285 in the Register's Office for Sevier County, Tennessee; and,

WHEREAS, all three parties are simultaneously executing a similar joint driveway easement which is part of and in addition to the 50 foot right-of-way described above, being 12 foot wide and is a joint easement relative to that portion of the joint easement to be located on the

property of Starlight Ridge Resort and to be used by all three parties for the benefit of their respective properties.

NOW THEREFORE, for and in consideration of the mutual rights and advantages herein set out and the sum of ONE (\$1.00) DOLLAR cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the said **Starlight Ridge Resort** hereby grants, transfers and conveys unto the said **Rosemary Tarwater Starnes and Suzanne Starnes Martin**, their heirs, successors and assigns, a permanent and perpetual easement for pedestrian and vehicular ingress and egress and other appurtenances over and upon its land with said easements being more particularly described as follows:

EASEMENT 1:

The existing permanent 50 foot wide easement as described in WD Book 1130, Page 285 and Map Book 24, Page 32, both in the Register's Office for Sevier County, Tennessee.

EASEMENT 2:

A new 12 foot wide right-of-way which is located along ~~an~~ an existing road bed and lies partly within the first 50 foot right-of-way (Easement 1) and in part crosses Tract 2 of the Ella Floyd Tarwater Property, being described as follows:

SITUATE in the Tenth (10th) Civil District of Sevier County, Tennessee, the centerline of new 12 foot right-of-way begins at a point of intersection of River Divide Road and the 12 foot wide right-of-way, said point of intersection being located North 80 deg. 03 min. 14 sec. West 152.90 feet from the intersection of River Divide Road and South New Era Road; thence leaving River Divide Road and with the center line of the 12 foot right-of-way and the 50 foot right-of-way, South 19 deg. 25 min. 35 sec. West 21.11 feet to a 5/8 iron rod (old) in the centerline of the existing 50 foot wide right-of-way as shown on Plat Book 24, Page 32 on the edge of part of Tract 1 of the Ella Floyd Tarwater Property (Rosemary Tarwater Starnes); thence crossing Tract 1 and continuing with the center of the 12 foot wide right-of-way and the 50 foot wide right-of-way, South 19 deg. 25 min. 35 sec. West 35.60 feet to a point; thence the 12 foot wide new right-of-way leaves the center of the 50 foot wide right-of-way and with a curve to the Southwest with a radius of 387.445 feet, a tangent of 58.466 feet, an arc length of 116.056 feet, a chord bearing of South 43 deg. 58 min. 03 sec. West and a chord length of 115.623 feet to a point; thence continuing across part of Tract 1 of the Ella Floyd Tarwater Property and a part of Tract 2 of the Ella Floyd Tarwater Property, South 52 deg. 32 min. 56 sec. West 62.38 feet to a portion Tract 2 of the Ella Floyd Tarwater Property; thence with a curve to the Southwest with a radius of 82.606 feet, a tangent of 9.767 feet, an arc length of 19.443 feet, a chord bearing of South 45 deg. 48 min. 21 sec. West and a chord length of 19.398 feet to a point; thence South 39 deg. 03 min. 47 sec. West 25.06 feet to a point; thence continuing with a curve to the Southwest with a radius of 119.511 feet, a tangent of 25.847 feet, an arc length of 50.909 feet, a chord bearing of South 26 deg. 51 min. 34 sec. West and a chord length of 50.525 feet, to a point; thence South 14 deg. 39 min. 22 sec. West 27.23 feet to a

point; thence with a curve to the Southwest with a radius of 119.518 feet, a tangent of 8.309 feet, an arc length of 16.591 feet, a chord bearing of South 10 deg. 40 min. 45 sec. West and a chord length of 16.578 feet to the point of intersection of the centerlines of the new 12 foot right-of-way and the existing 50 foot right-of-way; thence continuing across the 50 foot right-of-way, and a curve having a radius of 119.518 feet, a tangent of 2.445 feet, an arc length of 4.889 feet, and a chord bearing of South 05 deg. 31 min. 50 sec. West, a chord length of 4.888 feet to a point; thence South 04 deg. 21 min. 32 sec. West 51.48 feet to a point; thence continuing with a curve to the Southwest with a radius of 577.371 feet, a tangent of 31.567 feet, an arc length of 63.071 feet, and a chord bearing of South 01 deg. 13 min. 46 sec. West and a chord length of 63.040 feet to a point; thence South 01 deg. 54 min. 00 sec. East 177.83 feet to a point; thence with a curve to the Southwest with a radius of 151.203 feet, a tangent of 25.165 feet, an arc length of 49.873 feet, a chord bearing of South 07 deg. 32 min. 57 sec. West 49.647 feet to a point; thence South 16 deg. 59 min. 55 sec. West 30.51 feet to a point; thence continuing with a curve to the Southwest with a radius of 50.707 feet, a tangent of 16.002 feet, an arc length of 31.001 feet and a chord bearing of South 34 deg. 30 min. 47 sec. West and a chord length of 30.520 feet to a point; thence continuing with the center of said 12 foot right-of-way, South 52 deg. 01 min. 39 sec. West 16.43 feet to a point at the terminus of said 12 foot joint use easement and on the property line of Suzanne Starnes Martin. See Note 2 on the plat dated November 5, 2014 of Ronnie L. Sims, RLS No. 683 which states that a section of the centerline of the 12 foot right-of-way is 6 feet from the centerline on the Northwest side and 15 feet from the centerline on the Southeast side at the point where said 12 foot right-of-way lies on the Northwest side of the above described 50 foot right-of-way.

SAID EASEMENT is granted and conveyed subject to the limitations and restrictions and agreement that the parties hereto shall be responsible for the maintenance of the portions of the easements that are used by the respective parties hereto.

TO HAVE AND TO HOLD said easement with the estate, title and interest thereto belonging and hereby granted to the said **Rosemary Tarwater Starnes and Suzanne Starnes Martin**, their heirs successors and assigns, forever; and, the said **Starlight Ridge Resort** covenants with the said **Rosemary Tarwater Starnes and Suzanne Starnes Martin** that it is lawfully seized and possessed of the easement and of the underlying fee simple land and has a good right to convey the easement and said easement is unencumbered except as set forth herein, and the said **Rosemary Tarwater Starnes and Suzanne Starnes Martin**, their successors and assigns hereby grant and convey the use of said easement as to any portion that affects their fee simple title to their property to Starlight Ridge Resort, its successors and assigns. The parties hereby covenant that the above described easement shall be an easement running with the land of the respective parties hereto.

ALL PARTIES each covenant and agree that:

1. All parties shall have common use of said easement, as well as the driveway and the similar easement granted to the parties simultaneously herewith. Said easements

shall not hereafter be transferred or conveyed separately by either party without such party conveying his or her or its respective lands set forth above.

2. All parties shall be jointly and equally responsible for the upkeep, maintenance, repair and resurfacing of the driveway and easement and shall contribute to the cost thereof for such maintenance, repair and resurfacing as may be performed on their respective portions of the easement.
3. Neither party shall destroy or damage the easement or park or allow any person to park within the easement itself.
4. This instrument and the provisions and the requirements herein contained shall be binding upon and inure to the benefit of parties and their respective heirs and assigns, and successors and assigns.

The Power of Attorney from Rosemary T. Starnes to Suzanne S. Martin is recorded in Book 4418, Page 189 in the Register's Office for Sevier County, Tennessee, to which reference is here made.

Rosemary T. Starnes and Rosemary Tarwater Starnes is one and the same person.

Suzanne S. Martin and Suzanne Starnes Martin is one and the same person.

IN WITNESS WHEREOF, the instrument has been executed on the 15th day of December, 2014.

STARLIGHT RIDGE RESORT
A TENNESSEE GENERAL PARTNERSHIP

By: [Signature]
J.M. COX, JR., AUTHORIZED PARTNER

STATE OF TENNESSEE

COUNTY OF Washington

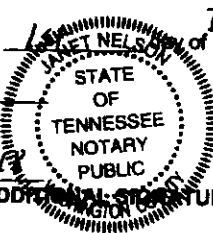
Personally appeared before me, the undersigned, a Notary Public, J.M. COX, JR., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the **AUTHORIZED PARTNER** of the maker, **STARLIGHT RIDGE RESORT** or a constitute of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute the instrument on behalf of the maker.

WITNESS my hand, at office, this 15th December of November, 2014.

[Signature]
Notary Public

My Commission Expires: 3/28/18

-SEE ADDITIONAL SIGNATURES ON NEXT PAGE-



ROSEMARY TARWATER STARNES

By: Rosemary T. Starnes
SUZANNE STARNES MARTIN
ATTORNEY IN FACT

Suzanne Starnes Martin
SUZANNE STARNES MARTIN,
INDIVIDUALLY

STATE OF TENNESSEE

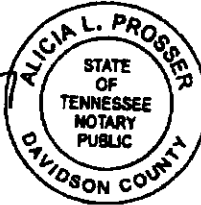
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public, **SUZANNE STARNES MARTIN**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the **ATTORNEY IN FACT** of the maker, **ROSEMARY TARWATER STARNES** or a constitute of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute the instrument on behalf of the maker.

WITNESS my hand, at office, this 25th day of November, 2014.

Alicia L. Prosser
Notary Public

My Commission Expires: 11/06/2017



STATE OF TENNESSEE

COUNTY OF Davidson

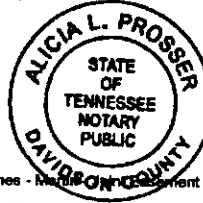
My Commission Expires Nov. 6, 2017

Personally appeared before me, the undersigned authority, a Notary Public, **SUZANNE STARNES MARTIN**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 25th day of November, 2014.

Alicia L. Prosser
Notary Public

My Commission Expires: 11/06/2017



\\JMASERVER1\Programs\1JMA\Real Estate\Easement\Starlight Ridge - Starnes - Martin\71-60.07 & 71-60.07.docx

My Commission Expires Nov. 6, 2017