

PREPARED BY AND RETURN TO:
WILLIAM E. MILLER & ASSOCIATES
ATTORNEYS AT LAW
1804 WILLIAMSON COURT, SUITE 104
BRENTWOOD, TN 37027

Easement Agreement

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|-----------------------------|---|
| GRANTOR: | McKay's Mill Master Association, Inc. |
| GRANTEES: | Charles Gordon and Susan Elizabeth Phillips |
| PROPERTY ADDRESS | 1755 Players Mill Road |
| TAX MAP or PARCEL ID | Map 061 Parcel 02400 |

For and in consideration of Ten (\$10.00) Dollars, in cash in hand, paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantees, a conditional easement all of which is more particularly shown by words, figures, signs, and symbols, on attached Exhibit A, which is made a part hereof.

The conditions of the grant of this easement are as follows:

1. This conditional easement and right of access over and across the Grantor's property for the purpose of constructing and maintaining a private roadway for pedestrian and vehicular ingress and egress from the South boundary line of the Seward Hall Property to Charleston Lane. Grantees will be responsible for all costs and expenses to construct and maintain the driveway. Grantor shall not be responsible for any cost or expense to construct or maintain the private roadway. Said roadway is depicted on the Final Subdivision Plat for Seward Hall Subdivision, of record at Plat Book P44, Page 29, in the Register's Office of Williamson County, attached hereto as Exhibit A. In no event shall this easement exceed the width of the existing stone columns at the property line.
2. The easement is granted solely for the personal vehicular traffic of the residents and guests of the residence located at 1755 Players Mill Road. It may not be used at any time for the benefit of commercial vehicles, construction vehicles or any traffic traveling to 1751 Players Mill Road.
3. The easement is for the benefit of the Grantees only, and is extinguished upon the transfer of ownership of the property.
4. Grantees will reimburse Grantor for all expenses related to the granting of this easement, including, but not limited to any attorney fees, filing fees, survey expenses and the construction costs of reestablishing the driveway connection to Charleston Lane.
5. Grantees agree to place the sum of \$5,000 in escrow for the benefit of the Grantor, to be utilized by the Grantor for the construction costs to remove the driveway connection to Charleston Lane in the event that the property is transferred or that the conditions are violated thereby extinguishing the easement. All interest earned on this account will be paid to the Grantees on an annual basis. The amount of this escrow may be reviewed by the parties annually commencing on the two year anniversary of the date of recording of this instrument.
6. This easement agreement supersedes plat note 10 contained on the Final Subdivision Plat of Seward Hall Subdivision, of record at Plat Book P44, Page 29, in the Registers Office of Williamson County, Tennessee.

Grantees agree to indemnify and hold Grantor harmless from and against any and all claims for damages arising out of any accident, injury to persons or property damage occasioned by any work performed by Grantees and their contractors, agents and representatives on the Seward Hall Property pursuant to the conditional easement or other right granted to Grantees under this Agreement, including without limitation, reasonable attorneys'

fees, court costs and litigation expenses. All such work performed by Grantees shall be performed in accordance with all rules, regulations, laws, and ordinances of applicable governmental authorities. Grantees covenant and agree that he will take all reasonable measures to restore any areas of the Grantor's property disturbed during any such construction or maintenance of improvements thereon, and Grantees agree to indemnify and hold Grantor harmless from all losses, costs and damages due to the failure of Grantees to so restore such disturbed areas.

Grantees agrees that prior to commencing the initial construction of any improvements on the property of the other party, Grantees shall provide Grantor a copy of its insurance policy issued by an reputable insurance company licensed to issue insurance in the State of Tennessee indicating that Grantees and their contractors and agents are covered by comprehensive public liability insurance on an "occurrence basis" against claims for personal injury, including without limitation bodily injury, death or property damage occurring on, in or about the project and the adjoining streets, sidewalks, and passageways, in a minimum amount of One Million Dollars (\$1,000,000.00) and which shall contain an agreement to Grantor, in writing, at least thirty (30) days prior to any cancellation or material alteration of such policy. Such policy shall remain in full force and effect until such improvements are completed.

If Grantees fail to comply with any term, covenant or condition of this Agreement or if Grantees breach any covenant contained herein Grantor may pursue any remedies available to Grantor at law or in equity, including without limitation: (i) suit for money damages, and/or (ii) suit for specific performance. An election by Grantor to pursue any one or more of its available remedies at law or in equity shall in no way limit or be deemed a waiver of its rights to pursue any other available remedies.

The terms and provisions of this Agreement will be binding upon and the benefits thereof will inure to the parties and their respective heirs, personal representatives, successors and assigns.

No delay or omission to exercise any right, power or remedy accruing to a party upon any breach or default of the other party under this Agreement shall impair any such right, power or remedy of the non-defaulting party, nor will it be construed to be a waiver of any such breach or default or an acquiescence therein, or in any similar breach or default thereafter occurring; nor will any waiver or any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of a party of any breach or default under this Agreement, or any waiver on the part of a party of any provision or condition of this Agreement, must be specifically set forth in writing. All remedies either under this Agreement or by law otherwise afforded to a party will be cumulative and not alternate.

In the event of any action at law or suit in equity in relation to this Agreement, in addition to all other sums which the defaulting party may be obligated to pay the prevailing party in such dispute will be entitled to recover its reasonable attorneys' fees and litigation expenses.

The terms of this Agreement will be construed under the laws of the State of Tennessee. The parties hereto irrevocably consent to the jurisdiction of the Chancery Court of Williamson County, Tennessee, for the purpose of any litigation relating to this Agreement or the obligations hereof. It is further agreed that venue for any such action will lie exclusively with courts having jurisdiction in Williamson County, Tennessee, unless both parties agree otherwise, in writing.

The sections of this Agreement are intended to be severable. If any term, covenant or provision of this Agreement is held to be invalid, illegal or unenforceable this Agreement will be construed without such term, covenant or provision and will remain in full force and effect.

Witness our hands this the ____ Day of March, 2015.

Camille Brecht, President
McKay's Mill Master Association, Inc.

Charles Gordon
Grantee

Susan Elizabeth Phillips
Grantee

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public, in and for said State and County, personally appeared Camille Brecht, with whom I am personally acquainted and who, upon oath, acknowledged herself to be the President of the McKay's Mill Master Association, Inc., the within named bargainor, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as president.

Witness my hand and Notarial Seal on this ____ day of March 2015.

Notary Public

My commission expires: _____

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

On this ____ day of March, 2015, before me personally appeared Charles Gordon, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Notary Public

My commission expires: _____

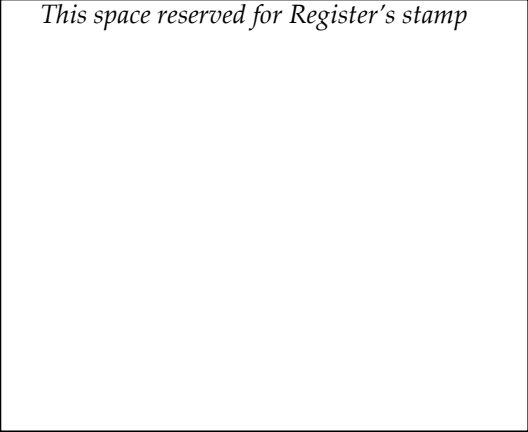
STATE OF TENNESSEE
COUNTY OF WILLIAMSON

On this ____ day of March, 2015, before me personally appeared Susan Elizabeth Phillips, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Notary Public

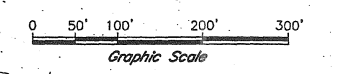
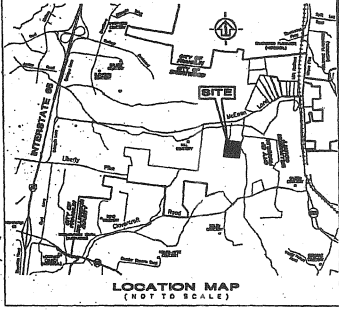
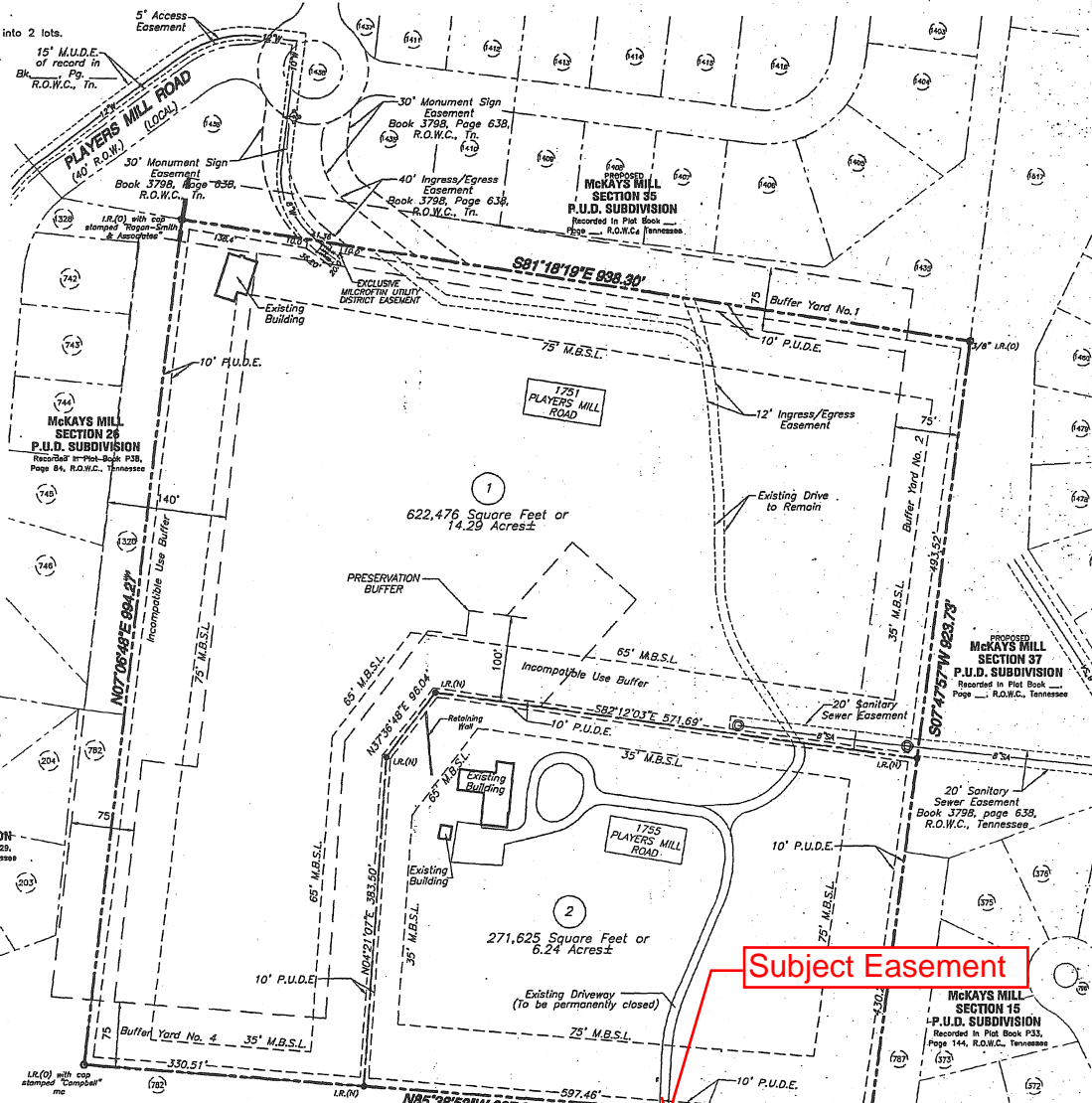
My commission expires: _____

This space reserved for Register's stamp



GENERAL NOTES:

- The purpose of this plat is to subdivide subject tract into 2 lots.
- Existing Zoning **ESTATE RESIDENTIAL (ER)/SUBURBAN**
- Minimum Required Setback Lines:
 Yard fronting on any local street: **75'**
 Side yard: **35'**
 Rear yard: **65'**
- Bearings shown hereon are based on Tennessee Coordinate System of 1983.
- Subject property is all of Parcel 24 as shown on Williamson County Tax Map 61.
 Owner: **WESLEY E. CAMPBELL**
 Subdivider: **WESLEY E. CAMPBELL**
 Contact: **Wesley E. Campbell**
 Address: **1861 Liberty Pike**
Franklin, Tennessee 37067
 Tel. No.: **(615)**
- Surveyor: **RAGAN SMITH & ASSOCIATES**
 Address: **315 Woodland Street**
Nashville, Tenn. 37206
 Tel. No.: **(615) 244-8591**
- By scaled map location and graphic plotting only, that the property lies within Flood Zone "X", as designated by current Federal Emergency Management Agency Maps which make up a part of the National Flood Insurance Administration Report, Community No. 470206, Panel No. 0140 E, dated January 16, 2003, which is the current Flood Insurance Rate Map for the community in which said premises is situated. Said map defines Zone "X" under "Other Areas" as "Areas outside the 100-year flood limits".
- The developer acknowledges that all lots have adequate building envelopes and no variances will be required.
- Within new developments and for off-site lines constructed as a result of, or to provide service to, the new development, all utilities, such as cable television, electrical (excluding transformers), gas, sewer, telephone, and water lines shall be placed underground.
- No access shall be granted to this property from Charleston Lane to the south. Vehicular access to both lots is restricted to the ingress/egress easement from lot 1 to Players Mill Road to the north.



LEGEND

- CONCRETE MONUMENT (NEW)
- IRON ROD (NEW)
- IRON ROD (OLD)
- SANITARY SEWER MANHOLE
- STREET LIGHT
- FIRE HYDRANT
- CATCH BASIN
- 8"SA- PROPOSED SANITARY SEWER LINE
- EX-8"SA- EXISTING SANITARY SEWER LINE
- W- WATER LINE
- FM- SANITARY SEWER FORCE MAIN
- RCPP- STORM SEWER (REINFORCED CONCRETE PIPE)
- M.U.D.E. MICROCROTON UTILITY DISTRICT EXCLUSIVE EASEMENT
- P.U.D.E. PUBLIC UTILITY AND DRAINAGE EASEMENT
- R.O.W.C. REGISTER'S OFFICE FOR WILLIAMSON COUNTY
- Typ. TYPICAL
- [1234] STREET ADDRESS

P44/29

RECORDER'S INFORMATION

04/05/2006-11:29:11 AM
06015724

| | |
|-------------|-------|
| PLAT | 69636 |
| SAZOR | 69636 |
| PLAT BOOK : | P44 |
| PAGE : | 29 |
| REC FEE | 18.00 |
| OP FEE | 2.00 |
| TOTAL | 20.00 |

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
 REGISTER OF DEEDS

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| <p>CERTIFICATE OF APPROVAL OF SUBDIVISION NAME AND STREET NAMES</p> <p>Subdivision Name and Street Names Approved by The Williamson County Department of Emergency Communications.</p> <p><i>Sadie Wade</i> Williamson County Department of Emergency Communications Date: 3-1-06</p> | <p>CERTIFICATE OF APPROVAL OF WATER SYSTEM</p> <p>I hereby certify that the following water system outlined or indicated on the right of way plat entitled SEWARD HALL SUBDIVISION has been installed in accordance with current local and/or State Government requirements or a Security Bond in the amount of \$10,000 has been posted with Microtron Utility District to assure completion of all required improvements in case of failure.</p> <p><i>Sadie Wade</i> Microtron Utility District Date: 3-1-06</p> |
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| <p>CERTIFICATE OF OWNERSHIP</p> <p>I (We) hereby certify that I am (we are) the owner(s) of the property shown hereon as of record in Book 1777, Page 108, R.O.W.C., Tennessee, and do not the plan of subdivision of the property as shown hereon and declare that no other interests or claims, changed so as to produce less area than is hereby established, and otherwise approved by the Planning Commission, and under no condition shall such lot(s) be made to conform to any such plan as prescribed by the respective provisions as of record in Book 1777, Page 108, R.O.W.C., Tennessee, and I (we) further certify that there are no items on the property, except as follows: Book 1777, Page 108, R.O.W.C., Tennessee.</p> <p><i>Wesley E. Campbell</i> Owner(s) Date: 3/1/06</p> | <p>CERTIFICATE OF SURVEY</p> <p>I (we) hereby certify that all of the information shown hereon is true and correct and that all of the measurements shown hereon were taken by me or under my direct supervision and that I am a duly Licensed Surveyor in the State of Tennessee.</p> <p><i>Ragan Smith</i> Surveyor Date: 3-1-06</p> | <p>CERTIFICATE OF APPROVAL OF SEWER SYSTEM</p> <p>I hereby certify that (1) the sewer system designated in SEWARD HALL SUBDIVISION has been installed in accordance with City specifications, or (2) a performance bond in the amount of \$10,000 has been posted with the City of Franklin, Tennessee, to assure completion of such improvements.</p> <p><i>James R. Johnson</i> S&T, Water and Sewer Franklin, Tenn. Date: 4-4-06</p> | <p>CERTIFICATE OF APPROVAL OF STREETS AND DRAINAGE</p> <p>I hereby certify that (1) the streets and drainage designated in SEWARD HALL SUBDIVISION have been installed in accordance with City specifications, or (2) a performance bond in the amount of \$10,000 has been posted with the City of Franklin, Tennessee, to assure completion of such improvements.</p> <p><i>James R. Johnson</i> S&T, Water and Sewer Franklin, Tenn. Date: 4-4-06</p> | <p>CERTIFICATE OF APPROVAL FOR RECORDING</p> <p>Approved by the Franklin Municipal Planning Commission, Franklin, Williamson County, Tennessee, with the exception of such conditions, if any, as are noted in the Planning Commission minutes for the City of Franklin, Tennessee, 2006, and this plat has been approved for recording in the Register's Office of Williamson County.</p> <p><i>Bob Davis</i> Secretary, Franklin Municipal Planning Commission Date: 4/5/06</p> |
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SEWARD HALL SUBDIVISION

JOB NO: 04-024 W.O: 7505
 SHEET 1 OF 1

FINAL SUBDIVISION PLAT

FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

TOTAL ACRES: **20.53 ±** TOTAL LOTS: **2**

ACRES- NEW STREETS: N/A FEET NEW STREETS: N/A

CIVIL DISTRICT: **8th** CLOSURE ERROR: 1:15,000

SCALE: 1" = 100' DATE: **03/01/06**