

03-06242
EASEMENT
DEED

SEWAGE FACILITIES EASEMENT AND MAINTENANCE AGREEMENT

This Agreement is made and entered into as of the 14 day of July, 2004, by Waterfront Group, Inc., a Virginia corporation ("Waterfront"), and Tennessee Wastewater Systems Incorporated, a public utility company regulated by the Tennessee Regulatory Authority ("TWS");

WITNESSETH:

WHEREAS, Waterfront is the Developer of the Highland Cove Condominiums created by the Plat of Highland Cove Condominiums (the "Plat") recorded in Record Book SL188, page 258, and the Master Deed and Condominium Bylaws (collectively, the "Master Deed") recorded in Record Book 202, page 921 in the Register's Office for Dekalb County, Tennessee

WHEREAS, defined terms used in the Master Deed shall have the same meanings ascribed to them when used in this Agreement;

WHEREAS, pursuant to the Master Deed, Waterfront, as Developer, retains the right during the Period of Developer Control to grant utility easements within the General Common Elements;

WHEREAS, the Condominium Project will be served by a common sewage treatment and disposal facility (the "Facilities") to be located within the General Common Elements that will be owned and operated by TWS for the benefit of the Unit Owners; and

WHEREAS, Waterfront and TWS desire to enter into a this Agreement to confirm the grant of certain easements to TWS and to set forth certain maintenance obligations of the Unit Owners;

NOW, THEREFORE, for and in consideration of the foregoing premises, and other good valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Easement. Developer hereby grants to TWS an easement (the "Easement") to install and maintain the Facilities at their present location within the General Common Elements of the Condominium Project and to relocate or expand such Facilities to other locations within the General Common Elements as the Condominium Project is expanded by the creation of additional Units as mutually agreed by the Developer (during the Period of Developer Control and, thereafter, the Association) and TWS. The foregoing Easement shall include the right to enter upon the General Common Elements of the Condominium Project and to construct,

...and additions to its facilities as TWS may from time to time deem advisable, including, by way of example and not by way of limitation, the right increase or decrease the drip lines and/or sewerage collection lines and to maintain said lines; to keep the lines clear of any obstructions; and to construct, reconstruct, or expand the on-site treatment Facilities. Such Easement shall continue and remain in full force and effect only for so long as the Facilities are operated by TWS or its successors as a regulated public utility consistent with the requirements of this Agreement. Upon termination of this Easement, title to the Facilities shall be vested in the Association.

2. Charges. Each of the Unit Owners shall contribute to the costs of operating and maintaining the sewage system through monthly charges approved by the Tennessee Regulatory Authority that will be collected by the Association as part of the Annual Assessment and remitted to TWS.

3. Operation and Maintenance. TWS shall be responsible for the operation and maintenance of the Facilities consistent with the rules and regulations of the Tennessee Regulatory Authority, the Division of Water Pollution Control of the Tennessee Department of Environment and Conservation, and all other applicable federal, state, and local laws and regulations applicable to the Facilities.

4. Restriction on Usage of Easement Areas. No building, structure or other improvements shall be placed on above any part of the Easement areas overlying the drip lines and/or sewerage collection lines being utilized by TWS (the "Easement Areas") nor in a manner that interferes with TWS access to such Easement Areas. Such Easement Areas shall not be paved or otherwise covered over, nor shall the Easement Areas be used as a parking area, as such uses can damage the suitability of the soil for the Facilities. The Easement Areas shall remain a grass or otherwise vegetated area. Subject to the reasonable approval of TWS and applicable regulatory authorities, the Facilities and applicable Easement Areas may be relocated at the request of the Developer or the Association, as the case may be, provided the requesting party provides an acceptable alternate location for such Facilities and pays the cost of such relocation.

5. Covenants Running with Land. The covenants and easements provided for herein shall be effective upon the date hereof, shall run with the land, and shall constitute benefits to and burdens upon the affected properties as reflected herein. The easements and covenants provided for herein shall inure to the benefit of and be binding upon the parties hereto as well as their respective heirs, successors, assigns, successors-in-title, and lessees thereof, and shall remain in full force and effect and shall be unaffected by a change in ownership of such estates or interests, or any of them, or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. Each of the rights created hereunder shall be specifically enforceable in a court of equity, all parties hereto recognizing and agreeing that damages at law would be an inadequate remedy.

7. Severability. In the event that any provision of this Agreement or the application thereof, to any person or circumstance, is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or the application of that provision to any other person or circumstance, and this Agreement shall then be construed in that jurisdiction as if such invalid, illegal or unenforceable provision had not been contained in this Agreement, but only to the extent of such invalidity, illegality or unenforceability.

8. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing instrument as of the day and date first above written.

WATERFRONT GROUP, INC.

By: William N. Adkins
William N. Adkins, President

TENNESSEE WASTEWATER SYSTEMS
INCORPORATED

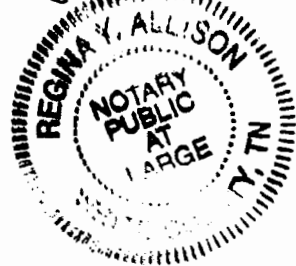
By: Chuck Griebel
Title: President

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared WILLIAM N. ADKINS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of Waterfront Group, Inc., a corporation, the within named bargainor, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as President.

Witness my hand and seal at office in Smithville Tennessee, this 6th day of July, 2004.

Regina Y. Allison
Notary Public

My Commission Expires: 10-22-07



STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Charles Pickney, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be PRESIDENT of Tennessee Wastewater Systems Incorporated, a corporation, the within named bargainor, and that he as such PRESIDENT being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as PRESIDENT

Witness my hand and seal at office in Nashville, Tennessee, this 19th day of April, 2004.

Patricia J. McE...
Notary Public

My Commission Expires: My Commission Expires MAY 28, 2006



Jeffrey L. McE... Register
DeKalb County
Rec #: 76844 Instrument 124346
Rec'd: 20.00 NEW: 2 Pg 688
State: 0.00
Clerk: 0.00
EOP: 2.00 Recorded
Total: 22.00 7/7/2004 at 4:06 PM
in Record Book
202 Pages 949-952

Patsy Fulton

From: Charles Hyatt [charles.hyatt@adenus.com]
Sent: Thursday, August 13, 2015 9:12 AM
To: Patsy Fulton
Subject: FW: Record Book 202, Page 949 Highland Cove
Attachments: Visual Recorder Image.tif; _Certification_.txt

*** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email - OIR-Security. ***

Here is the actual recorded easement for Highland Cove.

-----Original Message-----

From: Madison Shrout [<mailto:Madison.Shrout@adenus.com>]
Sent: Thursday, August 13, 2015 8:17 AM
To: 'Charles Hyatt' <charles.hyatt@adenus.com>
Subject: FW: Record Book 202, Page 949

This is the deed you requested from Dekalb Co. :)

Thank you kindly,

Sustainable Wastewater Solutions

Madison Shrout
Adenus Group, LLC | 849 Aviation Pkwy, Smyrna, TN 37167 www.Adenus.com
Direct: +1 615.220.7200 | Toll Free: +1 888.4.ADENUS | Fax:
615.220.7207

-----Original Message-----

From: tndekalb@gateway.progress-inc.com
[<mailto:tndekalb@gateway.progress-inc.com>]
Sent: Thursday, August 13, 2015 8:13 AM
To: madison.shrout@adenus.com
Subject: Record Book 202, Page 949

THIS EMAIL HAS BEEN SENT BY THE DEKALB COUNTY REGISTER OF DEEDS OFFICE.