

This Instrument Prepared By:
Shanks and Blackstock, Attorneys
406 Union Avenue, Suite 600
Knoxville, Tennessee 37902

SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY

PERMANENT EASEMENT

This agreement made this 3rd day of January, 2008, by and between WEST KNOX/SOLWAY STORAGE, LLC hereinafter referred to as "Grantor," and DUTCHTOWN DEVELOPMENT PARTNERS, LLC, hereinafter collectively referred to as "Grantee."

WHEREAS, Grantor is the owner of a tract of land situated in District Six of Knox County, Tennessee and being more particularly described in that certain deed to West Knox/Solway Storage, LLC of record in the Register's Office for Knox County, Tennessee in as Instrument No. 200008110010430; and

WHEREAS, Grantee is the owner of a tract of land situated to the East of the Grantor's property, being more particularly described in that certain deed to it and of record in the Register's Office for Knox County, Tennessee as Instrument No. 200706110101611; and

Whereas, Grantee intends to build a driveway across a portion of Grantor's property more particularly described in Exhibit "A" attached hereto for access to their property.

The parties hereto have agreed to execute this document in order to memorialize their respective rights and obligations therein.

Now therefore, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Grantor does hereby grant, bargain and convey unto the Grantee a joint, permanent, perpetual and exclusive easement for ingress, egress and regress and for the construction and maintenance of a driveway and utilities upon and across the property described in exhibit "A" attached hereto. Said easement shall run with the land and be appurtenant to the property of the Grantees.

And said Grantor, for themselves and for their heirs, successors, and assigns do hereby covenant with said Grantee, their heirs, and assigns, that they are lawfully seized in fee simple of the premises above conveyed and have full power, authority and right to convey the same, and that said premises are free from all encumbrances except taxes for the year 2007, the payment of which is to remain the obligation of the Grantor; and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

Grantee shall solely bear the responsibility and cost of maintaining the driveway and utilities installed upon said right of way.


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REC'D FOR REC 01/04/2008 12:49:33PM
RECORD FEE: \$27.00
M. TAX: \$0.00 T. TAX: \$0.00

References herein to the Grantor or Grantee shall be deemed to include their heirs, successors, transferees and assigns.

Executed this date first above written.

WEST KNOX/SOLWAY STORAGE, LLC

By: Mark R. White

Mark R. White

Its: Ch. MGR

Chief Manager

DUTCHTOWN DEVELOPMENT PARTNERS, LLC

By: Laura M. M...

Its: Chief Manager

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is \$ 0 Affiant Dorothy Kiley Subscribed and sworn to before me this 4 day of Jan 2008 Deputy Registrar Shirley...

STATE OF TENNESSEE)
COUNTY OF Knox)

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared Mark R. White, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Chief Manager, of WEST KNOX/SOLWAY STORAGE, LLC, the within named bargainor, a Tennessee Limited Liability Company, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Chief Manager.

Witness my hand and seal at office, this 24 day of December, 2007.

Dee Hester
NOTARY PUBLIC

My Commission Expires:

12-15-10



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EXHIBIT "A"

Legal Description for access easement

Situated in District 6 of Knox County, Tennessee, without the city limits of the City of Knoxville, Tennessee, and being more particularly described as follows:

Beginning on a new iron rod in the Right-of-way of Oakridge Highway and Jim Jones Lane, said rod lying North 58 Deg. 22 Min. East a distance of 112.9 feet from the intersection of Oakridge Highway and Jim Jones Lane.
Thence, with the Right-of-way of Jim Jones Road, North 01 Deg. 14 Min. 00 Sec. East a distance of 30.49 feet, to a new iron rod.
Thence, continuing with the Right-of-way of Jim Jones Road, North 25 Deg. 01 Min. 00 Sec. East a distance of 38.10 feet, to a new iron rod.
Thence, Leaving the Right-of-way of Jim Jones Road, South 33 Deg. 40 Min. 34 Sec. East a distance of 251.78 feet, to a new iron rod in the line of Dutchtown Development Partners LLC.
Thence, with the of Dutchtown Development Partners LLC, South 10 Deg. 56 Min. 11 Sec. West a distance of 71.19 feet to a new iron rod,
Thence, leaving the line of Dutchtown Development Partners LLC, North 33 Deg. 40 Min. 34 Sec. West a distance of 257.66 feet, to a new iron rod, which is the point of beginning, having an area of 12970 Square Feet or 0.298 Acres, according to the survey by David C. Thresher R.L.S. # 1925 dated September 19, 2007 and bearing the job number 081007.

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