

This Instrument prepared by:  
Gentry, Tipton & McLemore, P.C.  
900 S. Gay Street, Suite 2300  
Knoxville, Tennessee 37902

**DECLARATION  
OF  
EASEMENTS, COVENANTS AND RESTRICTIONS**

This Declaration of Easements, Covenants and Restrictions (this “**Agreement**”) is made and entered into by PEOPLES BANK OF EAST TENNESSEE (“**Peoples**”). A Lot Owner (as defined below) is sometimes individually referred to herein as a “**Party**” and the Lot Owners (as defined below) are sometimes collectively referred to herein as the “**Parties**.” This Agreement is effective upon recording in the Office of the Register of Deeds for Monroe County, Tennessee (the “**Effective Date**”).

**I. BACKGROUND AND DEFINITIONS**

**1.1** Peoples is the owner of Lot 1 (“**Lot 1**”) per “Survey for Peoples Bank of Tennessee, Line Abandonment Survey, Tax ID # 067 208.1,” Plat Records of Monroe County, Tennessee, executed and recorded in Plat Book 8, Page 71, in the Office of the Register of Deeds for Monroe County, Tennessee.

**1.2** Peoples is the owner of Lot 2 (“**Lot 2**”), per “Survey for Peoples Bank of Tennessee, Line Abandonment Survey, Tax ID # 067 208.1,” Plat Records of Monroe County, Tennessee, executed and recorded in Plat Book 8, Page 71, in the Office of the Register of Deeds for Monroe County, Tennessee. Lot 2 is depicted as “Bank Parcel” on the Overall Easement Exhibit attached hereto as Exhibit A and made a part hereof for all purposes (the “**Overall Easement Exhibit**”).

**1.3** Lot 1 has been or shall be subdivided into two (2) lots by resubdivision plat recorded or to be recorded in the Office of the Register of Deeds for Monroe County, Tennessee which lots are generally depicted as “Remaining Bank Parcel” and “Proposed Bojangles Parcel,” respectively, in the Overall Easement Exhibit. Said “Remaining Bank Parcel” is more particularly described in Exhibit B attached hereto and incorporated herein by reference (“**Lot 1R1**”). Said “Proposed Bojangles Parcel” is more particularly described in Exhibit C attached hereto and incorporated herein by reference (“**Lot 1R2**”).

**1.4** Lot 1R1, Lot 1R2, and Lot 2 are individually sometimes referred to as a “**Lot**” and collectively referred to as the “**Lots**.”

**1.5** The fee simple owner of a Lot 1R1 and its successor and assigns are hereinafter referenced as “**Lot 1R1 Owner**,” the fee simple owner of Lot 1R2 and its successors and assigns are hereinafter referenced as “**Lot 1R2 Owner**” and the fee simple owner of Lot 2 and its successors and assigns are hereinafter referenced as “**Lot 2 Owner**.” Lot 1R1 Owner, Lot 1R2 Owner and Lot 2 Owner are hereinafter collectively referenced as “**Lot Owners**” and individually, a “**Lot Owner**.”

**1.6** The agents, contractors, licensees and invitees of a Lot Owner are hereinafter referenced as “**Permittees**.”

**1.7** Bojangles’ Restaurants, Inc., a Delaware corporation (“**Bojangles**”), has entered into a lease of Lot 1R2 and is an intended beneficiary of this Agreement.

1.8 Peoples desires to enhance the use of the Lots and to establish certain rights, servitudes and restrictions on the Lots.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties agree as follows:

## II. GENERAL ACCESS EASEMENTS

2.1 General Access Easements. The following easements are hereby created and established:

2.1.1 Access Easement A. Lot 1R2 Owner, as grantor, hereby establishes, grants, bargains, sells and creates for the benefit of Lot 1R1, Lot 2, Lot 1R1 Owner, Lot 2 Owner and their respective Permittees, a non-exclusive permanent access easement for the use and enjoyment of pedestrian and vehicular access on, over and across the vehicular circulation lanes, driveways, passages, and similar improvements which are now or hereafter constructed on Lot 1R2 within the area generally depicted as “Access Easement A” on Exhibit D attached hereto and incorporated herein by reference and as more particularly described in Exhibit D-1 attached hereto and incorporated herein by reference (“**Access Easement A**”).

2.1.2 Access Easement B. Lot 2 Owner, as grantor, hereby establishes, grants, bargains, sells and creates for the benefit of Lot 1R2, Lot 1R2 Owner and its Permittees, a non-exclusive permanent access easement for the use and enjoyment of pedestrian and vehicular access on, over and across the vehicular circulation lanes, driveways, passages, and similar improvements which are now or hereafter constructed on Lot 2 within the area generally depicted as “Access Easement B” on Exhibit E attached hereto and incorporated herein by reference and as more particularly described in Exhibit E-1 attached hereto and incorporated herein by reference (“**Access Easement B**”).

2.1.3 Access Easement C. Lot 1R2 Owner, as grantor, hereby establishes, grants, bargains, sells and creates for the benefit of Lot 2, Lot 2 Owner and its Permittees, a non-exclusive permanent access easement for the use and enjoyment of pedestrian and vehicular access on, over and across the vehicular circulation lanes, driveways, passages, and similar improvements which are now or hereafter constructed on Lot 1R2 within the area generally depicted as “Access Easement C” on Exhibit F attached hereto and incorporated herein by reference and as more particularly described in Exhibit F-1 attached hereto and incorporated herein by reference (“**Access Easement C**”).

2.1.4 Access Easement D. Lot 1R1 Owner, as grantor, hereby establishes, grants, bargains, sells and creates for the benefit of Lot 2, Lot 1R2, Lot 2 Owner, Lot 1R2 Owner, and their respective Permittees, a non-exclusive permanent access easement for the use and enjoyment of pedestrian and vehicular access on, over and across the vehicular circulation lanes, driveways, passages, and similar improvements which are now or hereafter constructed on Lot 1R1 within the area generally depicted as “Access Easement D” on Exhibit G attached hereto and incorporated herein by reference and as more particularly described in Exhibit G-1 attached hereto and incorporated herein by reference (“**Access Easement D**”).

2.1.5 Access Easement E. Lot 1R2 Owner, as grantor, hereby establishes, grant grants, bargains, sells and creates for the benefit of Lot 1R1, Lot 1R1 Owner and its Permittees, a non-exclusive permanent access easement for the use and enjoyment of pedestrian and vehicular access on, over and across the vehicular circulation lanes, driveways, passages, and similar improvements which are now or hereafter constructed on Lot 1R2 within the area generally depicted as “Access Easement E” on Exhibit

H attached hereto and incorporated herein by reference and as more particularly described in Exhibit H-1 attached hereto and incorporated herein by reference (“**Access Easement E**”).

**2.2** Matters Affecting the General Access Easements. For purposes hereof, Access Easement A, Access Easement B, Access Easement C, Access Easement D and Access Easement E are collectively referenced as “**General Access Easements**” and individually as “**General Access Easement.**”

**2.2.1** Curb cuts, driveways, vehicular circulation lanes, passages and similar improvements located within the General Access Easements shall not be relocated or closed nor shall access be limited or restricted at any time, without the approval of the benefitted Lot Owner(s) of the applicable General Access Easement, which approval shall not be unreasonably conditioned, withheld or delayed.

**2.2.2** The General Access Easements do not establish or grant any right to cross or shared parking between the Lots and any cross or shared parking is expressly hereby disclaimed.

**2.3** Maintenance of the General Access Easements.

**2.3.1** Maintenance of Access Easement B, Access Easement C and Access Easement D. Each Lot Owner, at its expense, shall maintain and keep in good condition and repair or cause to be maintained and kept in good condition and repair the vehicular circulation lanes, driveways, passages, and similar improvements which are now or hereafter constructed or located with the portion of Access Easement B, Access Easement C and Access Easement D located upon its respective Lot, including the maintenance, repair or replacement of any paved area, sweeping, cleaning or re-striping thereof. Maintenance shall at all times satisfy the requirements of any restrictions affecting the Lots and applicable law and regulation.

**2.3.2** Maintenance of Access Easement A and Access Easement E. Lot 1R2 Owner shall maintain and keep in good condition and repair or cause to be maintained and kept in good condition and repair the vehicular circulation lanes, driveways, passages, and similar improvements which are now or hereafter constructed or located with Access Easement A and Access Easement E, including the maintenance, repair or replacement of any paved area, sweeping, cleaning or re-striping thereof. Maintenance shall at all times satisfy the requirements of any restrictions affecting Lot 1R2 and applicable law and regulation. All costs of maintaining Access Easement A and Access Easement E shall initially be paid by Lot 1R2 Owner. Upon the commencement of development of any improvements upon Lot 1R1, all costs of maintaining Access Easement A and Access Easement E shall be shared equally by Lot 1R2 Owner and Lot 1R1 Owner. Lot 1R1 Owner shall reimburse Lot 1R2 Owner for such maintenance costs within thirty (30) days after delivery of written request for payment accompanied by reasonable supporting evidence of such costs. In the event Lot 1R1 Owner shall fail to timely reimburse Lot 1R2 Owner for its share of such costs within said thirty (30) days, Lot 1R2 Owner shall be entitled to interest thereon at the Agreed Rate (as defined below), together with any costs of collection thereof, including reasonable attorney’s fees. Any sums remaining unpaid by Lot 1R1 Owner hereunder shall be a charge upon Lot 1R1 and shall be a continuing lien on Lot 1R1. Such lien shall retain the original priority of title to this Agreement and shall be superior to all other liens and charges against Lot 1R1, except for tax liens and the lien of the first deed of trust covering the Lot from time to time. The sale or transfer of Lot 1R1 pursuant to foreclosure of any such first deed of trust shall not, however, relieve the Lot 1R1 Owner from personal liability for any amount theretofore due. Lot 1R2 Owner, in its discretion, shall have the power to subordinate the aforesaid lien to any other lien. To evidence the lien hereunder, Lot 1R2 Owner may prepare a written notice of lien setting forth the unpaid amount due hereunder, the name of Lot 1R1 Owner and a description of Lot 1R1. Such notice shall be signed by Lot 1R2 Owner and may be recorded in the Office of the Register of Deeds for Monroe County, Tennessee. Such lien

may be enforced by the foreclosure of Lot 1R1 in like manner as a deed of trust on real property in accordance with the laws of the State of Tennessee subsequent to the recording of a notice of lien as provided herein, or Lot 1R2 Owner may institute a suit against Lot 1R1 Owner and/or foreclose on the lien judicially. In any foreclosure proceeding, Lot 1R1 Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by Lot 1R2 Owner. Lot 1R2 Owner shall have the power to bid on Lot 1R1 at foreclosure or other legal sale and to acquire, hold, lease, mortgage convey or otherwise deal with the same. Upon written request of the holder of a first deed of trust upon Lot 1R1, Lot 1R2 Owner will report to such holder any sums payable hereunder which remain unpaid for more than thirty (30) days after the due date thereof.

### **III. SLOPE EASEMENT**

**3.1** Slope Easement Granted by Peoples. Lot 1R1 Owner, as grantor, hereby establishes, grants, bargains, sells and creates for benefit of Lot 1R2 and Lot 1R2 Owner and its Permittees, an exclusive, temporary easement to enter upon Lot 1R1 for purposes of the removal, placement and deposit of fill, dirt and earth and for the grading, regrading and seeding, and sloping and establishment of a suitable slope or grade (the "**Slope**") within the area generally depicted as "Proposed Slope Easement Area" on Exhibit I attached hereto and incorporated herein by reference and as more particularly described in Exhibit I-1 attached hereto and incorporated herein by reference (the "**Slope Easement**").

**3.2** Matters Affecting the Slope Easement.

**3.2.1** Lot 1R2 Owner and its Permittees shall have the right to enter upon Lot 1R1 for the purpose of constructing or causing to be constructed the Slope within the Slope Easement in connection with its development of Lot 1R2. This right and the Slope Easement shall lapse, expire and automatically terminate upon the completion of the construction of the Slope.

**3.2.2** During the term of the Slope Easement, Lot 1R2 and its Permittees shall have the sole right to perform their proposed activities within the Slope Easement Area as set forth in Section 3.1 above, or to otherwise improve the Slope Easement and Lot 1R1 Owners shall not grant any rights in or to the Slope Easement without the prior written approval of Lot 1R2 Owner.

**3.2.3** Lot 1R2 Owner shall indemnify Lot 1R1 Owner against any losses, liabilities, damages or costs arising from its activities set forth in Section 3.1, to the extent not caused by another, or their agents, representatives, successors or assigns.

### **IV. MAINTENANCE**

**4.1** Maintenance of the Lots. Once constructed, each Lot Owner shall maintain and keep in good condition and repair or cause to be maintained and kept in good condition and repair the building improvements on their respective Lot, including the maintenance and repair of the exterior of any building improvements, vehicular circulation lanes, driveways, passages, aisles, sidewalks and similar improvements, parking, landscaping, signage, and lighting located on the Lot of such Lot Owner; provided, however, the General Access Easements shall be maintained per Section 2.3. Maintenance shall at all times satisfy the requirements of any restrictions affecting the Lots and applicable law and regulation.

**4.2** Maintenance of the Slope. Upon completion of the Slope, Lot 1R1 Owner shall maintain and keep in good condition and repair or cause to be maintained and kept in good condition and repair the

Slope. The owner of Lot 1R1 may modify or alter the Slope only upon the prior written consent of Lot 1R2 Owner, which shall not be unreasonably withheld, conditioned or delayed. Maintenance shall at all times satisfy the requirements of any restrictions affecting the Lots and applicable law and regulation.

**4.3** Failure to Maintain a Lot or Certain Access Easements or Slope. In the event a Lot Owner (a “**Defaulting Party**”) shall fail to maintain and keep in good condition and repair or cause to be maintained and kept in good condition and repair: (a) the building improvements on their respective Lot in accordance with Section 4.1, (b) the vehicular circulation lanes, driveways, passages, aisles, and similar improvements which are now or hereafter constructed within that portion of the Access Easement B, Access Easement C and Access Easement D located upon its respective Lot in accordance with Section 2.3.1, or (c) the Slope in accordance with Section 4.2, the other benefitted Lot Owner(s) (a “**Non-Defaulting Party**”), following thirty (30) days written notice, but without notice in the event of an emergency, shall have the right (but shall not be obligated) to enter the Lot of the Defaulting Party for the purpose of performing such maintenance and the Defaulting Party shall reimburse the Non-Defaulting Party for the cost incurred with interest thereon at the Agreed Rate (defined below), together with any costs of collection thereof, including reasonable attorney’s fees. As used herein, the “**Agreed Rate**” shall mean twelve percent (12%) per annum from ten (10) days after the date of demand for payment until paid.

## V. INDEMNITY REGARDING LOTS, GENERAL ACCESS EASEMENT, AND SLOPE

**5.1** Indemnification. Each Lot Owner agrees to indemnify and save harmless the other Lot Owners, from and against all claims, liabilities or judgments which may arise from any act or alleged act of negligence or willful misconduct of the indemnifying Party or its agents, servants and employees on or about, or in connection with the use of the Lots, the General Access Easements or the Slope which is not caused by another Lot Owner(s) or its Permittees.

**5.2** Insurance. Each Lot Owner shall at all times maintain general liability insurance coverage in such amount as a prudent owner of property similarly situated as determined by such Lot Owner. Each Lot Owner shall at all times maintain or cause to be maintained property insurance coverage for all improvements in such amount as a prudent owner of property similarly situated as determined by such Lot Owner. In the event of a casualty, the Lot Owner who is the owner of the Lot on which such casualty shall occur, shall promptly repair or restore the improvements or if the improvements are not repaired or restored, promptly demolish such improvements leaving such Lot neat, clean and safe.

## VI. FUTURE USE AND IMPROVEMENTS COVENANTS

**6.1** Lot 1R1 and Lot 2 Use Restrictions. Each Restricted Lot Owner (as defined below) covenants and agrees for benefit of Lot 1R2 Owner and Bojangles’ that it shall not sell, lease or otherwise permit any space or property owned or controlled by said Restricted Lot Owner, within a two (2) mile radius of Lot 1R1 or Lot 2, to be used as a restaurant that is a chicken and/or biscuit competitor to Bojangles’, including, but not limited to, McDonalds, Hardee’s, Kentucky Fried Chicken, Zaxby’s, Church’s Chicken, Popeye’s Chicken, Jack’s and/or Chick-fil-A restaurant. For purposes hereof, a “**Restricted Lot Owner**” means individually, Lot 1R1 Owner and any entity controlled by Lot 1R1 Owner or any partner or principal of Lot 1R1 Owner, and Lot 2 Owner and any entity controlled by Lot 2 Owner or any partner or principal of Lot 2 Owner.

**6.2** Approval of Future Use and Development of Lot 1R1. For so long as Bojangles’, its successors or assigns, owns, leases, possesses or occupies Lot 1R2, Lot 1R1 Owner, prior to commencing any

construction of any site or building improvements on Lot 1R1, shall submit to Bojangles' for its approval the intended use of Lot 1R1, the site plan for intended improvements to be constructed upon Lot 1R1 and the plans for all signage proposed to be located on Lot 1R1, including without limitation, monument, pylon, directional and building signage (the "**Signage Plans**"). Said site plan shall depict the layout of all improvements, parking spaces, driveways, utilities and the finished floor elevation of any building(s) (the "**Site Plan**"). Upon the issuance of any disapproval or recommendation for changes to the Site Plan and/or Signage Plans by Bojangles, Lot 1R1 Owner and Bojangles' shall mutually consult to establish an approved Site Plan for the proposed improvements and Signage Plans for Lot 1R1. Approval of the Site Plan and Signage Plans by Bojangles' shall not constitute assumption of responsibility for the accuracy, sufficiency or propriety thereof, nor shall such approval constitute any representation or warranty by Bojangles' relating in any manner thereto. Construction of any site work, buildings or other improvements on Lot 1R1 shall not be commenced until the use of Lot 1R1, the Site Plan and the Signage Plans have been approved in writing by Bojangles' in accordance herewith. No material deviation from the use, Site Plan and the Signage Plans as approved by Bojangles' shall be made without Bojangles' prior written consent. Bojangles' hereby approves the use of Lot 1R1 for a prototypical "Taco Bell" restaurant subject to written approval by Bojangles' of the Site Plan and Signage Plans therefor.

## VII. MISCELLANEOUS

**7.1** Notice. Any notice, request, demand, approval, consent or election required or permitted to be given under this Agreement ("**Notice**") shall be in writing and shall be deemed to have been given when mailed by United States registered or certified mail, postage prepaid, to the other Party at the address set forth below. A copy of all Notices shall be simultaneously delivered in the same manner to Bojangles' for so long as Bojangles', its successor or assigns owns, leases, possess or occupies Lot 1R2.

If to Peoples:

Peoples Bank of East Tennessee  
4511 Highway 411  
Madisonville, Tennessee 37354

If to Bojangles':

Bojangles' Restaurants, Inc.  
9432 Southern Pine Boulevard  
Charlotte, North Carolina 28273  
Attention: General Counsel

Any Party may designate another address by giving written notice to the other Party as provided herein.

**7.2** Enforcement and Amendment. This Agreement may be waived, enforced or amended by the Parties named herein or their heirs, successors or assigns, without the consent or joinder of any tenant or other occupant of the Lots except as set forth below. For so long as Bojangles', its successors, assigns or subtenants, shall own, lease, possess or occupy Lot 1R2, this Agreement shall not be amended without the consent and joinder of Bojangles'. Further, for so long as Bojangles', its successors, assigns or subtenants shall own, lease, possess or occupy Lot 1R2, Bojangles' may enforce this Agreement as if it had been a party hereto and the joinder of the owner of Lot 1R2 shall not be required for such purpose.

**7.3** Applicable Law. This Agreement shall be construed under the laws of the State of Tennessee.

**7.4** Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, successors and assigns. For so long as Bojangles', its successors, assigns or subtenants shall own, lease, possess or occupy Lot 1R2, Bojangles' is an intended beneficiary of this Agreement.

**7.5** Run with Land. This Agreement, and the restrictions, covenants, agreements, benefits and burdens herein shall run with the Lots.

**7.6** Successors and Assigns. The benefits and burdens created in this Agreement shall inure to each successive owner of a portion of the Lots. For so long as Bojangles', its successors, assigns or subtenants shall own, lease, possess or occupy Lot 1R2, Bojangles' is an intended beneficiary of this Agreement.

**7.7** Non-Exclusive. Excepting the Slope Easement, the easements herein granted are not exclusive, and the right is hereby reserved to grant such other easements, rights, or privileges to such other persons and for such other purposes as the owner(s) of the Lots in their discretion may select, so long as such purposes do not unreasonably interfere with the easements granted herein. No use shall be made of the rights herein granted which would obstruct or prevent the exercise of similar rights by other persons entitled to do so.

**7.8** Non-Public. The easements hereby created are not public easements, but are permanent, private easements for the use and benefit of the Parties hereto, their successors and assigns, and their successors in title to the whole or any portion of the properties and their respective lessees, tenants, and invitees, and also for the use and benefit of the owners and holders of all liens, present and future, whether the same be created by deed, deed of trust, security agreement, assignment or rental, assignment of leases, or other voluntary contractual documents covering the whole or any portion of the properties herein above described.

**7.9** Termination. The easements and restrictions hereby created may be rescinded, destroyed, and terminated only by instrument(s) in writing purporting to rescind, destroy or terminate them, executed and acknowledged in the manner suitable for recording by all of the then record owners of the Lots and all of the lien holders owning and holding liens or security interests in said benefited parcels. For so long as Bojangles', its successors, assigns or subtenants shall own, lease, possess or occupy Lot 1R2, no termination shall be effective without the consent and joinder of Bojangles', its successors or assigns.

EXECUTED as of Effective Date.

**PEOPLES BANK OF EAST TENNESSEE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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STATE OF TENNESSEE        )  
COUNTY OF \_\_\_\_\_)

Before me, the undersigned, a Notary Public of \_\_\_\_\_ County, Tennessee, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the \_\_\_\_\_ of **Peoples Bank of East Tennessee**, a \_\_\_\_\_ banking corporation, the within named bargainer, and that he/she as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the bank by himself/herself as officer thereof.

Witness my hand and seal, as of the \_\_\_\_ day of \_\_\_\_\_, 2013.

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Notary Public

My Commission Expires: \_\_\_\_\_

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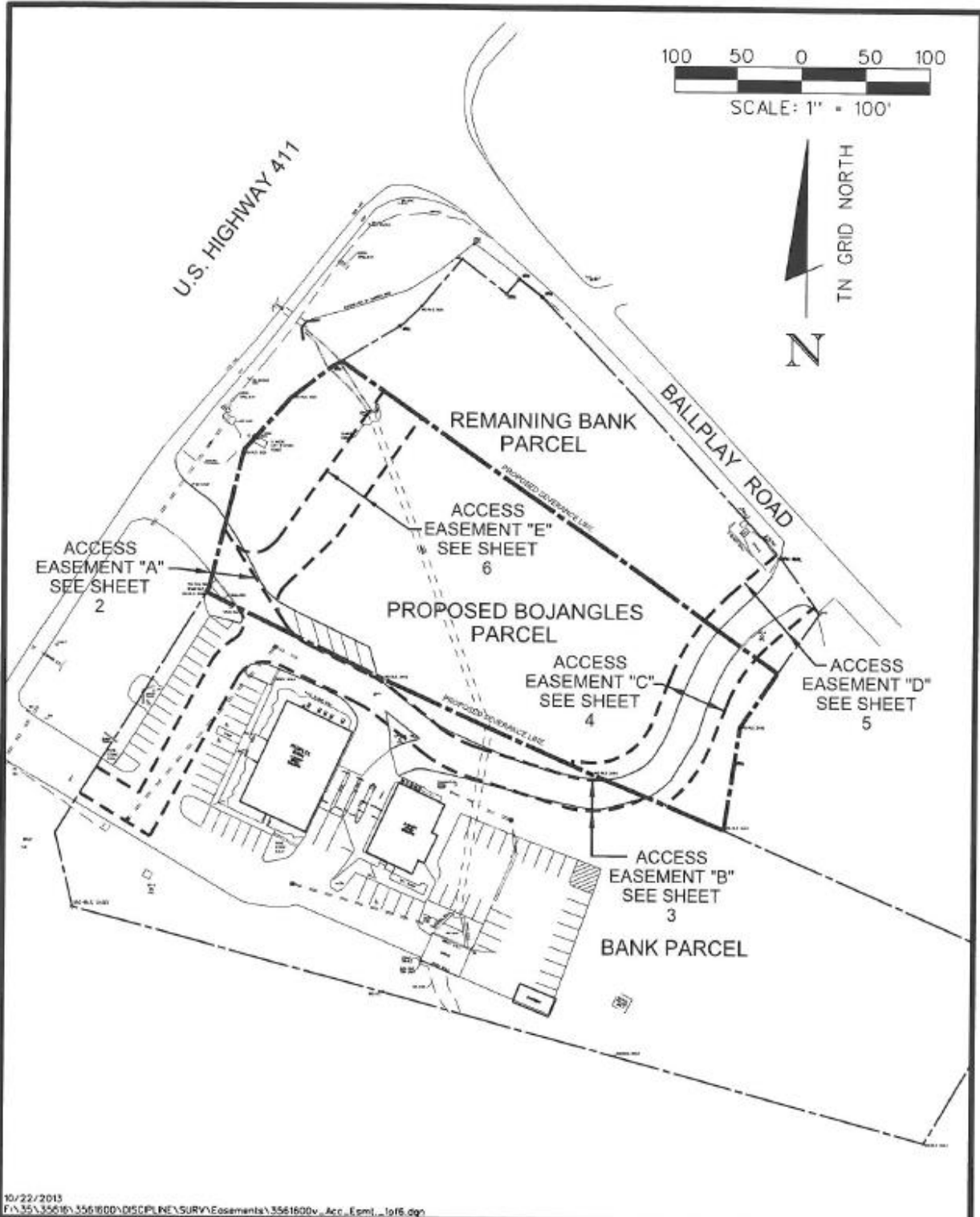
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*GDM\skm\Bojangles' Restaurants, Inc\Madisonville, Tennessee (7311.007)\ECR - Bojangles - Madisonville v8.doc*




**EXHIBIT A  
TO  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

**THE OVERALL EASEMENT**



10/22/2013  
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 <b>BARGE WAGGONER SUMNER &amp; CANNON, INC.</b> <small>601 Overhill Road, Suite 200, Knoxville, Tennessee 37911        Phone: 423-627-2600 Fax: 423-627-2024</small>	<b>OVERALL EASEMENT EXHIBIT</b>		<small>DRAWN BY:</small> TDR	<small>CHECKED BY:</small> GCC
	<b>U.S. HIGHWAY 411          PROPOSED BOJANGLES SITE          MONROE COUNTY - MADISONVILLE, TENNESSEE</b>			
	<b>1 OF 6</b>		<small>PROJECT NO.:</small> 35616-00	<small>DATE:</small> 8-16-13 <small>REV.:</small> 10-22-13

**EXHIBIT B  
TO  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

**LOT 1R1 LEGAL DESCRIPTION**

Being part of a parcel of property located in the Third Civil District of Monroe County, Tennessee and within the city limits of Madisonville, being a portion of Lot 1, of a plat entitled "Peoples Bank of East Tennessee" as recorded in Plat Book 8, page 71 and being more particularly described as follows:

To reach the point of Beginning, Commence at an iron rod with cap stamped "RLS 1929" in the southeasterly right-of-way line of U.S. Highway 411 at the common corner with Lot 2 of the above described subdivision;

THENCE, along the southeasterly right-of-way line of U.S. Highway 411 the following five calls; North 32 deg. 39 min. 08 sec. East, 2.40 feet to an iron rod with cap stamped "RLS 1929";

THENCE, North 13 deg. 54 min. 45 sec. East, 112.87 feet to an iron rod with cap stamped "RLS 1929";

THENCE, North 41 deg. 29 min. 00 sec. East, 54.04 feet to an iron rod with cap stamped "RLS 1929";

THENCE, North 52 deg. 09 min. 13 sec. East, 40.11 feet to a point in a ditch;

THENCE, North 58 deg. 37 min. 00 sec. East, 8.72 feet to an iron rod set at the common corner with Proposed Lot 1R1 being the true point of BEGINNING;

THENCE, continuing along the southeasterly right-of-way line of U.S. Highway 411 the following three calls, North 58 deg. 37 min. 00 sec. East, 53.28 feet to an iron rod set;

THENCE, North 47 deg. 32 min. 56 sec. East, 23.13 feet to an iron rod with cap stamped "RLS 1929";

THENCE, North 40 deg. 18 min. 37 sec. East, 48.70 feet to an iron rod found at the common corner with Sweetwater Valley Bank of record in D.B. 172, page 687;

THENCE, along the common line with Sweetwater Valley Bank the next two calls, South 52 deg. 21 min. 59 sec. East, 43.79 feet to an iron rod set;

THENCE, North 40 deg. 03 min. 00 sec. East, 15.00 feet to an iron rod set in the southwesterly right-of-way line of Ballplay Road;

THENCE, along the southwesterly right-of-way line of Ballplay Road the following three calls, South 52 deg. 10 min. 00 sec. East, 22.41 feet to an iron rod set;

THENCE, South 43 deg. 11 min. 00 sec. East, 277.48 feet to a PK nail found;

THENCE, South 34 deg. 54 min. 42 sec. East, 52.88 feet to a PK nail found common corner to Roger Dale Harris of record in D.B. 284, page 680;

THENCE, along the common line with Harris, South 34 deg. 29 min. 06 sec. West, 56.53 feet to an iron rod set common corner to Proposed Lot 1R2;

THENCE, along the common line with Lot 1R2, North 55 deg. 01 min. 34 sec. West, 420.10 feet to the point of Beginning.

CONTAINING 40,879 square feet or 0.938 acres as shown on a Resubdivision Plat of Lot 1, prepared by Barge, Waggoner, Sumner and Cannon, Inc., signed by Timothy D. Robinson, R.L.S. No. 2044, dated 10-25-13 and bearing BWSC File No. 35616-00.

**EXHIBIT C  
TO  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

**LOT 1R2 LEGAL DESCRIPTION**

Being part of a parcel of property located in the Third Civil District of Monroe County, Tennessee and within the city limits of Madisonville, being a portion of Lot 1, of a plat entitled "Peoples Bank of East Tennessee" as recorded in Plat Book 8, page 71 and being more particularly described as follows:

BEGINNING at an iron rod with cap stamped "RLS 1929" in the southeasterly right-of-way line of U.S. Highway 411 at the common corner with Lot 2 of the above described subdivision;

THENCE, along the southeasterly right-of-way line of U.S. Highway 411 the following five calls; North 32 deg. 39 min. 08 sec. East, 2.40 feet to an iron rod with cap stamped "RLS 1929";

THENCE, North 13 deg. 54 min. 45 sec. East, 112.87 feet to an iron rod with cap stamped "RLS 1929";

THENCE, North 41 deg. 29 min. 00 sec. East, 54.04 feet to an iron rod with cap stamped "RLS 1929";

THENCE, North 52 deg. 09 min. 13 sec. East, 40.11 feet to a point in a ditch;

THENCE, North 58 deg. 37 min. 00 sec. East, 8.72 feet to an iron rod set at the common corner with Proposed Lot 1R1;

THENCE, along the common line with Lot 1R1, South 55 deg. 01 min. 34 sec. East, 420.10 feet to an iron rod set in the common line with Roger Dale Harris as recorded in D.B. 284, page 680;

THENCE, along the common line with Harris the next two calls, South 34 deg. 29 min. 06 sec. West, 51.70 feet to an iron rod with cap stamped "RLS 2493";

THENCE, South 08 deg. 47 min. 33 sec. West, 81.05 feet to an iron rod with cap stamped "RLS 2493" located in the common line with Lot 2;

THENCE, along the common line with Lot 2 the next three calls, North 67 deg. 53 min. 43 sec. West, 111.98 feet to an iron rod with cap stamped "RLS 2493";

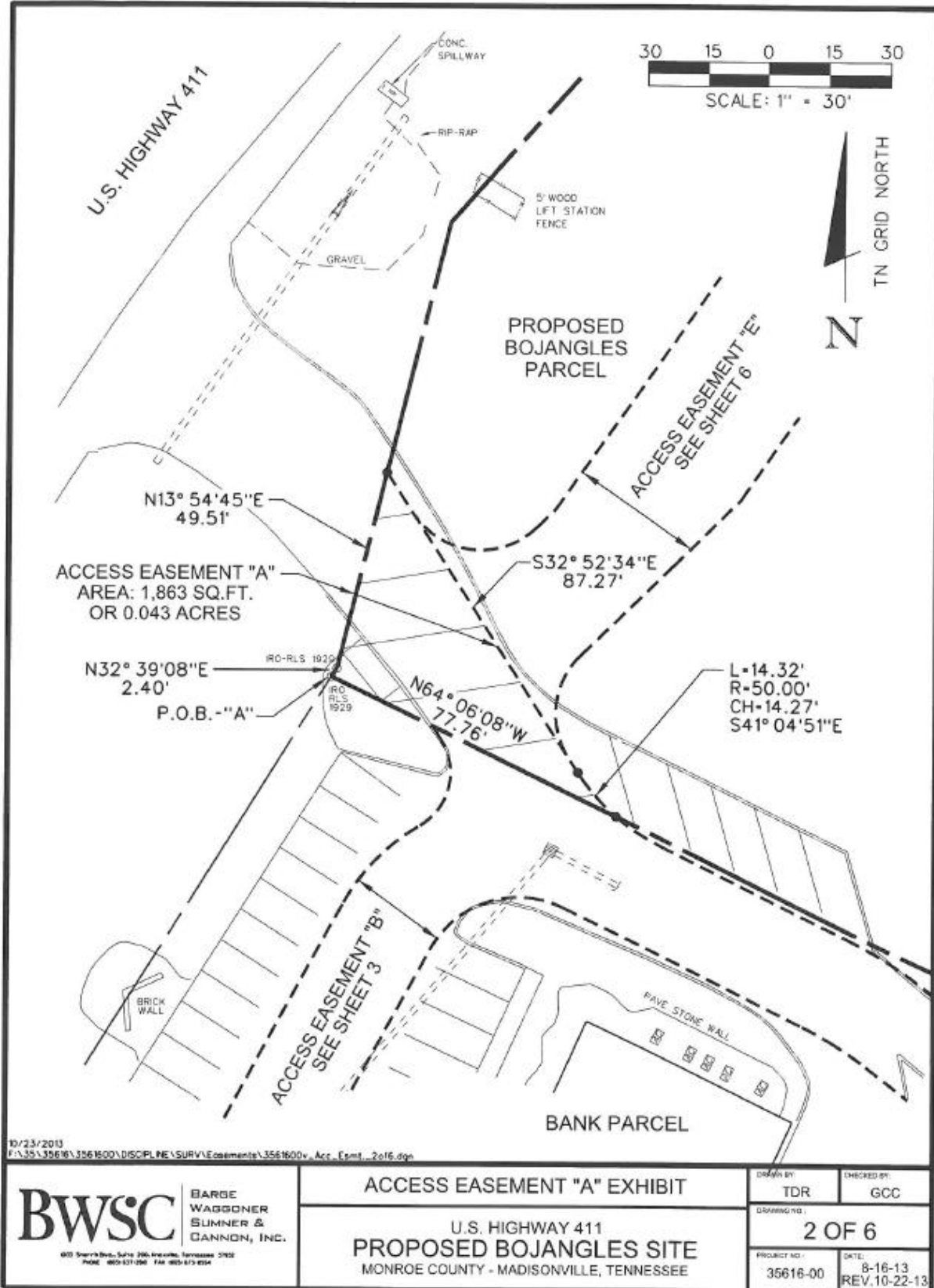
THENCE, North 65 deg. 59 min. 07 sec. West, 179.62 feet to an iron rod with cap stamped "RLS 2493";

THENCE, North 64 deg. 06 min. 08 sec. West, 153.53 feet to the point of Beginning.

CONTAINING 76,223 square feet or 1.750 acres as shown on a Resubdivision Plat of Lot 1, prepared by Barge, Waggoner, Sumner and Cannon, Inc., signed by Timothy D. Robinson, R.L.S. No. 2044, dated 10-25-13 and bearing BWSC File No. 35616-00.

**EXHIBIT D  
TO  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

**ACCESS EASEMENT "A" AREA DEPICTION**



10/23/2013  
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<p><b>BARGE WAGGONER SUMNER &amp; GANNON, INC.</b> 400 S. Main St., Suite 200, Madisonville, Tennessee 37050 Phone: 405-537-2900 Fax: 405-537-8554</p>	<b>ACCESS EASEMENT "A" EXHIBIT</b>		DRAWN BY: TDR	CHECKED BY: GCC
	<b>U.S. HIGHWAY 411 PROPOSED BOJANGLES SITE MONROE COUNTY - MADISONVILLE, TENNESSEE</b>		<b>2 OF 6</b>	
	PROJECT NO.: 35616-00	DATE: 8-16-13 REV. 10-22-13		

**EXHIBIT D-1  
TO  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

**ACCESS EASEMENT "A" DESCRIPTION**

Being a strip of land across a parcel of property located in the 3<sup>rd</sup> Civil District of Monroe County, Tennessee and within the city limits of Madisonville, said parcel being a tract of land described as the Proposed Bojangels Parcel and being more particularly described as follows:

BEGINNING at an iron rod found with cap stamped RLS-1929 in the southeasterly right-of-way line of U.S. Highway 411, said point being the common corner with Peoples Bank of East Tennessee;

THENCE, along said right-of-way line the next two calls, North 32 deg. 39 min. 08 sec. East, 2.40 feet to an iron rod found with cap stamped RLS-1929;

THENCE, North 13 deg. 54 min. 45 sec. East, 49.51 feet to a point;

THENCE, leaving said right-of-way line along the herein described easement line the next two calls, South 32 deg. 52 min. 34 sec. East, 87.27 feet to a point;

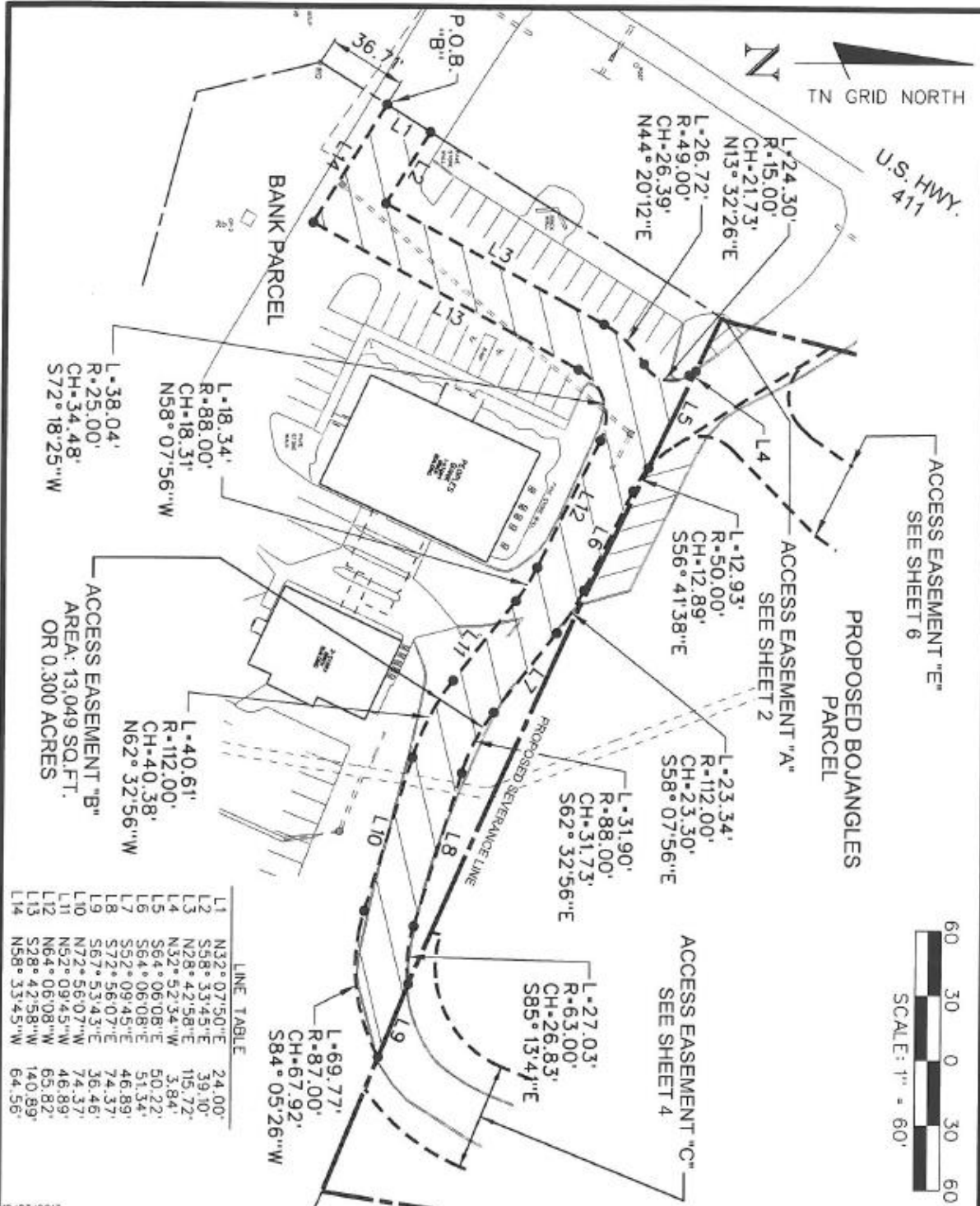
THENCE, 14.32 feet along a curve to the left having a radius of 50.00 feet and a chord bearing and distance of South 41 deg. 04 min. 51 sec. East, 14.27 feet to a point in the common line with Peoples Bank of East Tennessee;

THENCE, along said common line, North 64 deg. 06 min. 08 sec. West, 77.76 feet to the point of Beginning.

Containing 1,863 square feet or 0.043 acres as shown on the attached exhibit entitled Access Easement "A" prepared by Barge, Waggoner, Sumner and Cannon, Inc., dated 8-16-13 and bearing BWSC File No. 35616-00.

**EXHIBIT E  
TO  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

**ACCESS EASEMENT "B" AREA DEPICTION**



10/23/2013  
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<p><b>BARGE WAGGONER SUMNER &amp; CANNON, INC.</b> 605 Third Street, Suite 200, Knoxville, Tennessee 37902 PHONE 863-537-2840 FAX 863-512-8254</p>	<b>ACCESS EASEMENT "B" EXHIBIT</b>		DRAWN BY TDR	CHECKED BY GCC
	U.S. HIGHWAY 411 <b>PROPOSED BOANGLES SITE</b> MONROE COUNTY - MADISONVILLE, TENNESSEE		DRAWING NO. <b>3 OF 6</b>	
	PROJECT NO. 35616-00	DATE 8-13-13 REV. 10-22-13		

**EXHIBIT E-1  
TO  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

**ACCESS EASEMENT "B" DESCRIPTION**

Being a strip of land 24 feet in width across a parcel of property located in the 3<sup>rd</sup> Civil District of Monroe County, Tennessee and within the city limits of Madisonville, said parcel being property of the Peoples Bank of East Tennessee as described in Deed Book 265, page 366 and in Deed Book 343, page 126 and being further described as the Bank Parcel and being more particularly described as follows:

BEGINNING at a point in the southeasterly right-of-way line of U.S. Highway 411, said point being located North 32 deg. 07 min. 50 sec. East, 36.71 feet from an iron rod found at the southeasterly corner of the above described parcel;

THENCE, along said right-of-way line, North 32 deg. 07 min. 50 sec. East, 24.00 feet to a point;

THENCE, leaving said right-of-way line along the herein described easement line the next five calls, South 58 deg. 33 min. 45 sec. East, 39.10 feet to a point;

THENCE, North 28 deg. 42 min. 58 sec. East, 115.72 feet to a point;

THENCE, 26.72 feet along a curve to the right having a radius of 49.00 feet and a chord bearing and distance of North 44 deg. 20 min. 12 sec. East, 26.39 feet to a point;

THENCE, 24.30 feet along a curve to the left having a radius of 15.00 feet and a chord bearing and distance of North 13 deg. 32 min. 26 sec. East, 21.73 feet to a point;

THENCE, North 32 deg. 52 min. 34 sec. West, 3.84 feet to a point in the common line with the Proposed Bojangles Parcel;

THENCE, along said common line, South 64 deg. 06 min. 08 sec. East, 50.22 feet to a point;

THENCE, leaving said common line along the herein described easement line the following seven calls, 12.93 feet along a curve to the left having a radius of 50.00 feet and a chord bearing and distance of South 56 deg. 41 min. 38 sec. East, 12.89 feet to a point;

THENCE, South 64 deg. 06 min. 08 sec. East, 51.34 feet to a point;

THENCE, 23.34 feet along a curve to the right having a radius of 112.00 feet and a chord bearing and distance of South 58 deg. 07 min. 56 sec. East, 23.30 feet to a point;

THENCE, South 52 deg. 09 min. 45 sec. East, 46.89 feet to a point;

THENCE, 31.90 feet along a curve to the left having a radius of 88.00 feet and a chord bearing and distance of South 62 deg. 32 min. 56 sec. East, 31.73 feet to a point;

THENCE, South 72 deg. 56 min. 07 sec. East, 74.37 feet to a point;



THENCE, 27.03 feet along a curve to the left having a radius of 63.00 feet and a chord bearing and distance of South 85 deg. 13 min. 41 sec. East, 26.83 feet to a point in the common line the Proposed Bojangles Parcel;

THENCE, along said common line, South 67 deg. 53 min. 43 sec. East, 36.46 feet to a point;

THENCE, leaving said common line along the herein described easement line the following nine calls, 69.77 feet along a curve to the right having a radius of 87.00 feet and a chord bearing and distance of South 84 deg. 05 min. 26 sec. West, 67.92 feet to a point;

THENCE, North 72 deg. 56 min. 07 sec. West, 74.37 feet to a point;

THENCE, 40.61 feet along a curve to the right having a radius of 112.00 feet and a chord bearing and distance of North 62 deg. 32 min. 56 sec. West, 40.38 feet to a point;

THENCE, North 52 deg. 09 min. 45 sec. West, 46.89 feet to a point;

THENCE, 18.34 feet along a curve to the left having a radius of 88.00 feet and a chord bearing and distance of North 58 deg. 07 min. 56 sec. West, 18.31 feet to a point;

THENCE, North 64 deg. 06 min. 08 sec. West, 65.82 feet to a point;

THENCE, 38.04 feet along a curve to the left having a radius of 25.00 feet and a chord bearing and distance of South 72 deg. 18 min. 25 sec. West, 34.48 feet to a point;

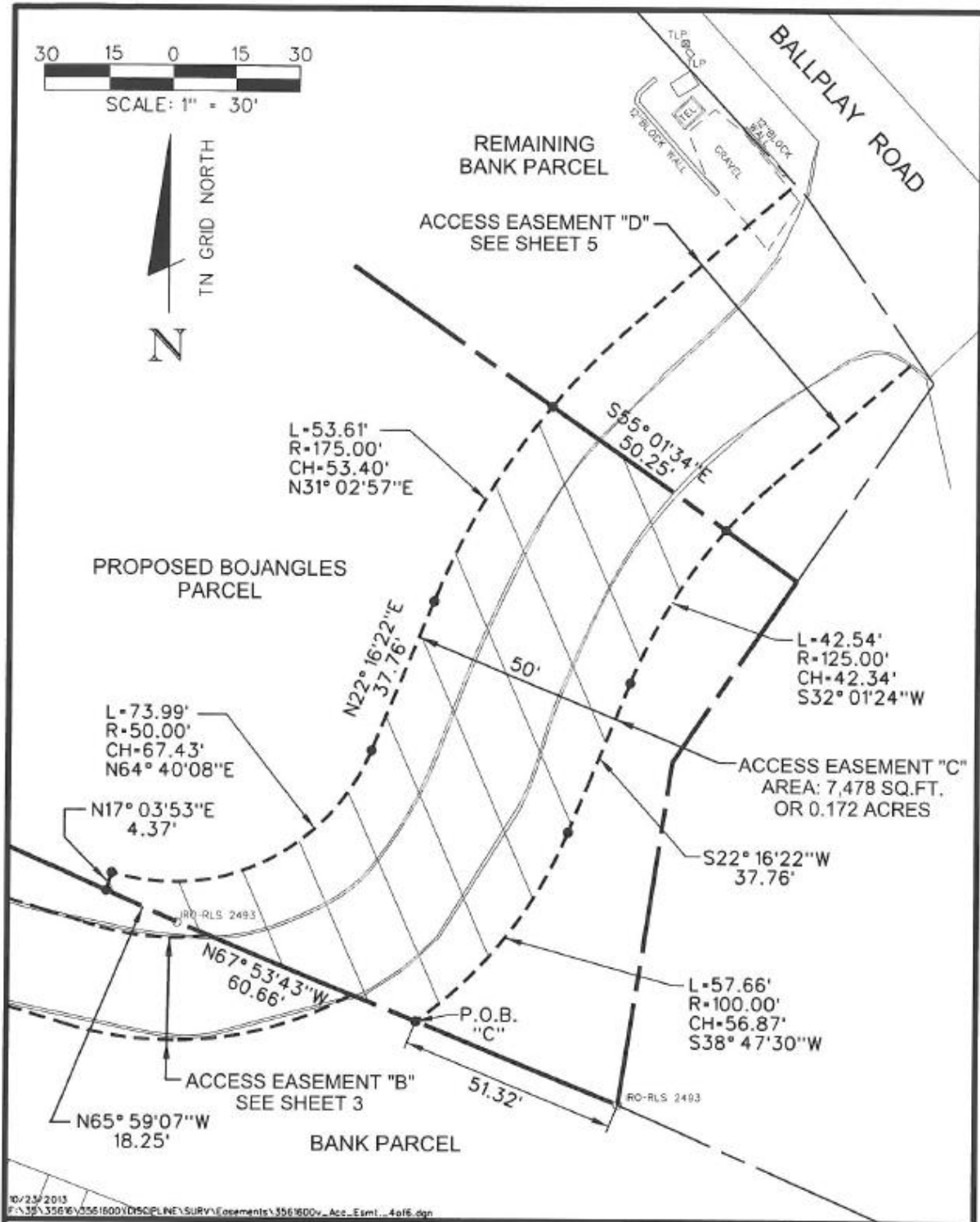
THENCE, South 28 deg. 42 min. 58 sec. West, 140.89 feet to a point;

THENCE, North 58 deg. 33 min. 45 sec. West, 64.56 feet to the point of Beginning.

Containing 13,049 square feet or 0.300 acres as shown on the attached exhibit entitled Access Easement "B" prepared by Barge, Waggoner, Sumner and Cannon, Inc., dated 8-13-13 and bearing BWSC File No. 35616-00.

**EXHIBIT F  
TO  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

**ACCESS EASEMENT "C" AREA DEPICTION**



<p><b>BARGE WAGGONER SUMNER &amp; CANNON, INC.</b> 900 North 9th St., Suite 200, P.O. Box 1700, Madisonville, Tennessee 37050 PHONE: (615) 531-2300 FAX: (615) 531-8004</p>	<b>ACCESS EASEMENT "C" EXHIBIT</b>		DRAWN BY: TDR	CHECKED BY: GCC
	<b>U.S. HIGHWAY 411 PROPOSED BOJANGLES SITE MONROE COUNTY - MADISONVILLE, TENNESSEE</b>		<b>4 OF 6</b>	
	PROJECT NO: 35616-00	DATE: 8-13-13 REV. 10-22-13		

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**EXHIBIT F-1  
TO  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

**ACCESS EASEMENT "C" DESCRIPTION**

Being a strip of land 50 feet in width across a parcel of property located in the 3<sup>rd</sup> Civil District of Monroe County, Tennessee and within the city limits of Madisonville, said parcel being a tract of land described as the Proposed Bojangels Parcel and being more particularly described as follows:

BEGINNING at a point in the common line with Peoples Bank of East Tennessee, said point being located North 67 deg. 53 min. 43 sec. West, 51.32 feet from an iron rod found with cap bearing R.L.S. No. 2493 located at the southeasterly corner of the above described parcel;

THENCE, along said common line the next two calls, North 67 deg. 53 min. 43 sec. West, 60.66 feet to an iron rod with cap bearing RLS No. 2493;

THENCE, North 65 deg. 59 min. 07 sec. West, 18.25 feet to a point;

THENCE, leaving said common line along the herein described easement line the next four calls, North 17 deg. 03 min. 53 sec. East, 4.37 feet to a point;

THENCE, 73.99 feet along a curve to the left having a radius of 50.00 feet and a chord bearing and distance of North 64 deg. 40 min. 08 sec. East, 67.43 feet to a point;

THENCE, North 22 deg. 16 min. 22 sec. East, 37.76 feet to a point;

THENCE, 53.61 feet along a curve to the right having a radius of 175.00 feet and a chord bearing and distance of North 31 deg. 02 min. 57 sec. East, 53.40 feet to a point in the common line with a remaining parcel of Peoples Bank of East Tennessee;

THENCE, along said common line, South 55 deg. 01 min. 34 sec. East, 50.25 feet to a point;

THENCE, leaving said common line along the herein described easement line the following three calls, 42.54 feet along a curve to the left having a radius of 125.00 feet and a chord bearing and distance of South 32 deg. 01 min. 24 sec. West, 42.34 feet to a point;

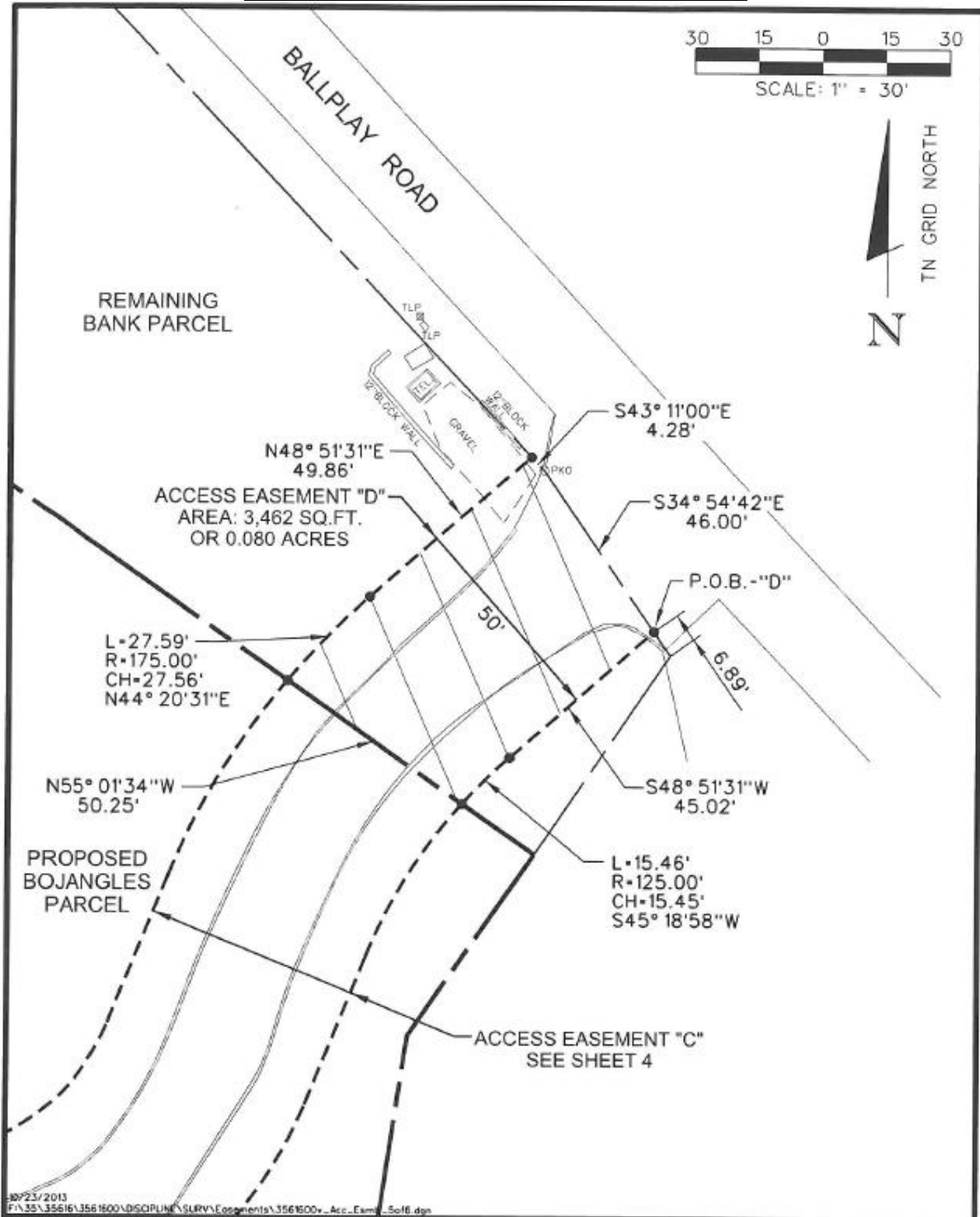
THENCE, South 22 deg. 16 min. 22 sec. West, 37.76 feet to a point;

THENCE, 57.66 feet along a curve to the right having a radius of 100.00 feet and a chord bearing and distance of South 38 deg. 47 min. 30 sec. West, 56.87 feet to the point of Beginning.


Containing 7,478 square feet or 0.172 acres as shown on the attached exhibit entitled Access Easement "C" prepared by Barge, Waggoner, Sumner and Cannon, Inc., dated 8-13-13 (rev. 10-22-13) and bearing BWSC File No. 35616-00.

**EXHIBIT G  
TO  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

**ACCESS EASEMENT "D" AREA DEPICTION**



8/23/2013  
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 <p><b>BARGE WASSONER SUMNER &amp; CANNON, INC.</b> 100 North 3rd St., Suite 300, Nashville, Tennessee 37203 Phone: 615-257-2800 Fax: 615-257-8999</p>	ACCESS EASEMENT "D" EXHIBIT		DRAWN BY TDR	CHECKED BY GCC
	U.S. HIGHWAY 411 PROPOSED BOJANGLES SITE MONROE COUNTY - MADISONVILLE, TENNESSEE		DRAWING NO. <b>5 OF 6</b>	
	PROJECT NO. 35616-00		DATE 8-13-13 REV. 10-22-13	

**EXHIBIT G-1  
TO  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

**ACCESS EASEMENT "D" DESCRIPTION**

Being a strip of land 50 feet in width across a parcel of property located in the 3<sup>rd</sup> Civil District of Monroe County, Tennessee and within the city limits of Madisonville, said parcel being property of the Peoples Bank of East Tennessee as described in Deed Book 265, page 366 and in Deed Book 343, page 126 and being further described as the Remaining Bank Parcel and being more particularly described as follows:

BEGINNING at a point in the southwesterly right-of-way line of Ballplay Road, said point being located North 34 deg. 54 min. 42 sec. West, 6.89 feet from an PK nail found at the northeasterly corner of the above described parcel;

THENCE, leaving said right-of-way line along the herein describe easement line the next two calls, South 48 deg. 51 min. 31 sec. West, 45.02 feet to a point;

THENCE, 15.46 feet along a curve to the left having a radius of 125.00 feet and a chord bearing and distance of South 45 deg. 18 min. 58 sec. West, 15.45 feet to a point in the common line with the Proposed Bojangles Parcel;

THENCE, along said common line, North 55 deg. 01 min. 34 sec. West, 50.25 feet to a point;

THENCE, leaving said common line along the herein described easement line the next two calls, 27.59 feet along a curve to the right having a radius of 175.00 feet and a chord bearing and distance of North 44 deg. 20 min. 31 sec. East, 27.56 feet to a point;

THENCE, North 48 deg. 51 min. 31 sec. East, 49.86 feet to a point in the southwesterly right-of-way line of Ballplay Road;

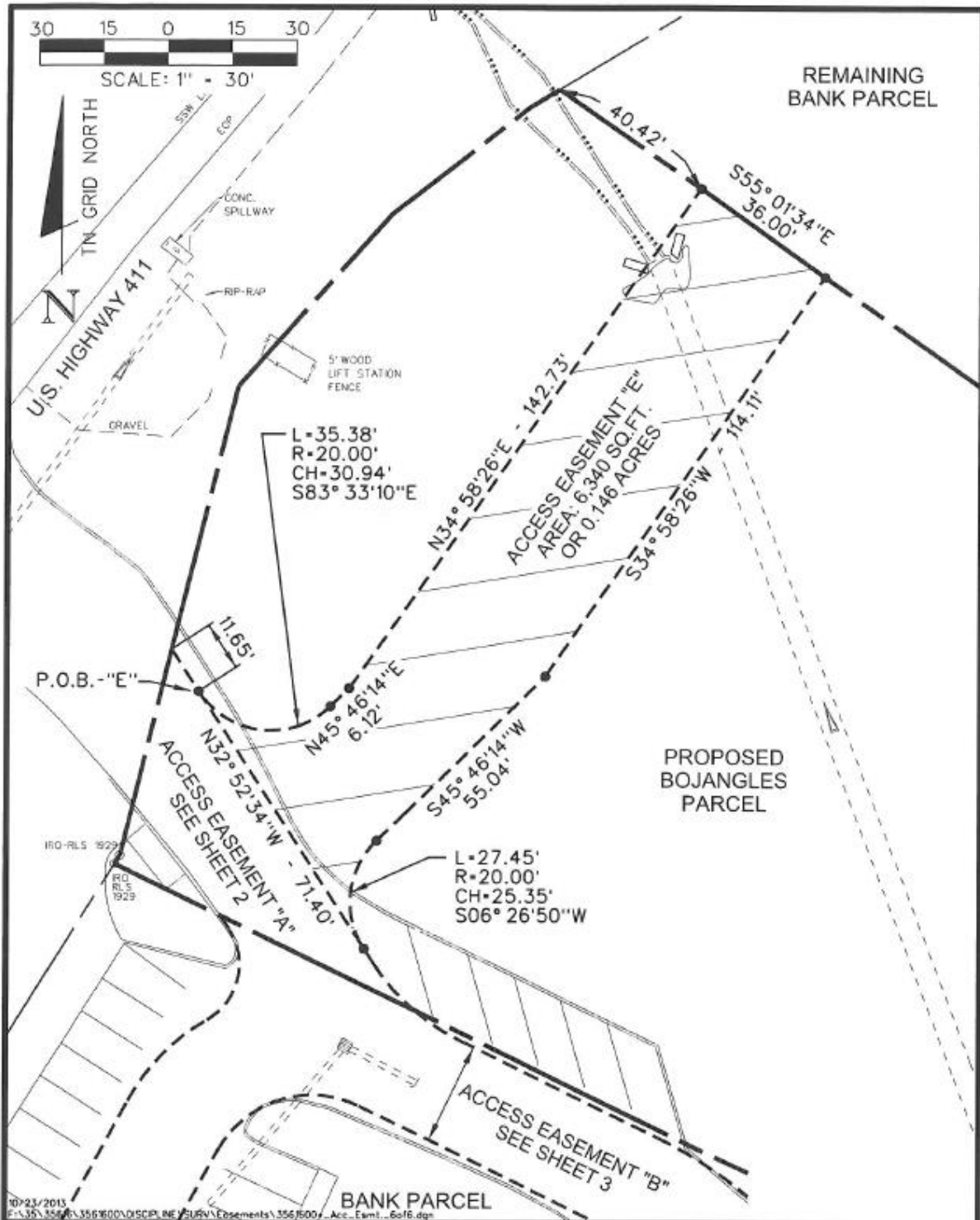
THENCE, along said right-of-way line the next two calls, South 43 deg. 11 min. 00 sec. East, 4.28 feet to a PK nail found;

THENCE, South 34 deg. 54 min. 42 sec. East, 46.00 feet to the point of Beginning.

Containing 3,462 square feet or 0.080 acres as shown on the attached exhibit entitled Access Easement "D" prepared by Barge, Waggoner, Sumner and Cannon, Inc., dated 8-13-13 (rev. 10-22-13) and bearing BWSC File No. 35616-00.

**EXHIBIT H  
TO  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

**ACCESS EASEMENT "E" AREA DEPICTION**



<p><b>BARGE WAGGONER SUMNER &amp; CANNON, INC.</b>  <small>4010 Sherrill Blvd., Suite 200, Madisonville, Tennessee 37052          PHONE 404-431-2840 FAX 404-431-8552</small></p>	<b>ACCESS EASEMENT "E" EXHIBIT</b>		DRAWN BY: <b>TDR</b>	CHECKED BY: <b>GCC</b>
	<b>U.S. HIGHWAY 411 PROPOSED BOJANGLES SITE</b> MONROE COUNTY - MADISONVILLE, TENNESSEE		<b>6 OF 6</b>	
	PROJECT NO.: <b>35616-00</b>		DATE: <b>10-22-13</b>	
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**EXHIBIT H-1  
TO  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

**ACCESS EASEMENT "E" DESCRIPTION**

Being a strip of land across a parcel of property located in the 3<sup>rd</sup> Civil District of Monroe County, Tennessee and within the city limits of Madisonville, said parcel being a tract of land described as the Proposed Bojangles Parcel and being more particularly described as follows:

BEGINNING at a point in the northeasterly line of Access Easement "A", said point being located South 32 deg. 52 min. 34 sec. East, 11.65 from the intersection of Access Easement "A" and the southeasterly right-of-way line of U.S. Highway 411;

THENCE, leaving Access Easement "A" along the herein described easement line the following three calls, 35.38 feet along a curve to the left having a radius of 20.00 feet and a chord bearing and distance of South 83 deg. 33 min. 10 sec. East, 30.94 feet to a point;

THENCE, North 45 deg. 46 min. 14 sec. East, 6.12 feet to a point;

THENCE, North 34 deg. 58 min. 26 sec. East, 142.73 feet to a point in the common line with the remaining parcel of Peoples Bank of East Tennessee;

THENCE, along said common line, South 55 deg. 01 min. 34 sec. East, 36.00 feet to a point;

THENCE, leaving said common line along the herein described easement line the following three calls, South 34 deg. 58 min. 26 sec. West, 114.11 feet to a point;

THENCE, South 45 deg. 46 min. 14 sec. West; 55.04 to a point;

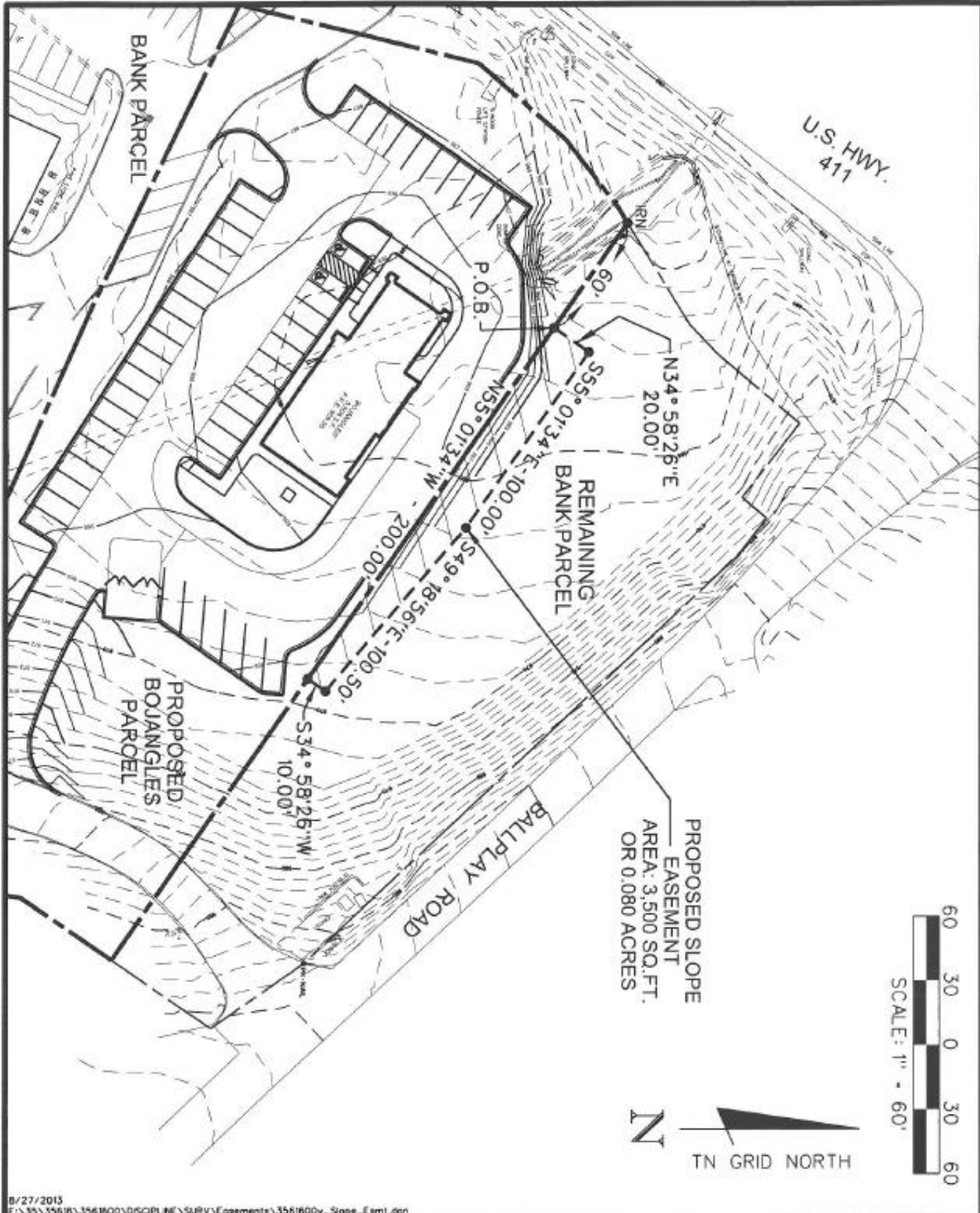
THENCE, 27.45 feet along a curve to the left having a radius of 20.00 feet and a chord bearing and distance South 06 deg. 26 min. 50 sec. West, 25.35 feet to a point in Access Easement "A";

THENCE, along the line of Access Easement "A", North 32 deg. 52 min. 34 sec. West, 71.40 feet to the point of Beginning.

Containing 6,340 square feet or 0.146 acres as shown on the attached exhibit entitled Access Easement "E" prepared by Barge, Waggoner, Sumner and Cannon, Inc., dated 10-22-13 and bearing BWSC File No. 35616-00.

**EXHIBIT I  
TO  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**


**SLOPE EASEMENT DEPICTION**



PROPOSED SLOPE  
EASEMENT  
AREA: 3,500 SQ. FT.  
OR 0.080 ACRES



B/27/2013  
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 <p><b>BARGE WAGGONER SUMNER &amp; CANNON, INC.</b> 6335 Northwood, Suite 200, Knoxville, Tennessee 37922 PHONE (865) 637-2800 FAX (865) 637-9944</p>	<p><b>PROPOSED SLOPE EASEMENT</b></p>		<p>DRAWN BY: TDR</p>	<p>CHECKED BY: GCC</p>
	<p>U.S. HIGHWAY 411 <b>PROPOSED BOJANGLES SITE</b> MONROE COUNTY - MADISONVILLE, TENNESSEE</p>		<p><b>EXHIBIT B</b></p>	
			<p>PROJECT NO.: 35616-00</p>	<p>DATE: 8-27-13</p>



**EXHIBIT I-1  
TO  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

**SLOPE EASEMENT DESCRIPTION**

Being a strip of land across a parcel of property located in the 3<sup>rd</sup> Civil District of Monroe County, Tennessee and within the city limits of Madisonville, said parcel being property of the Peoples Bank of East Tennessee as described in Deed Book 265, page 366 and in Deed Book 343, page 126 and being further described as the Remaining Bank Parcel and being more particularly described as follows:

COMMENCE, at an iron rod set in the southeasterly right-of-way line of U.S. Highway 411, said point being the common corner of the above described Remaining Bank Parcel and with the Proposed Bojangles Parcel;

THENCE, along said common line, South 55 deg. 01 min. 34 sec. East, 60.00 feet to the point of Beginning;

THENCE, leaving said common line along the herein described easement line the following four calls, North 34 deg. 58 min. 26 sec. East, 20.00 feet to a point;

THENCE, South 55 deg. 01 min. 34 sec. East, 100.00 feet to a point;

THENCE, South 49 deg. 18 min. 56 sec. East, 100.50 feet to a point;

THENCE, South 34 deg. 58 min. 26 sec. West, 10.00 feet to a point in the common line with the Proposed Bojangles Parcel;

THENCE, along said common line, North 55 deg. 01 min. 34 sec. West, 200.00 feet to the point of Beginning.

Containing 3,500 square feet or 0.080 acres as shown on the attached Exhibit "B" entitled Slope Easement prepared by Barge, Waggoner, Sumner and Cannon, Inc., dated 8-27-13 and bearing BWSC File No. 35616-00.