

**AGENDA**  
**BOARD OF MAYOR & ALDERMEN**  
**March 8, 2024 Meeting – Special-Called**

**Sevierville Civic Center**

**9:00 A.M.**



**AGENDA**  
**BOARD OF MAYOR & ALDERMEN**

**March 8, 2024**  
***Special-Called Meeting***  
**Sevierville Civic Center**  
**9:00 A.M.**

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. MINUTES**
- D. PUBLIC FORUM**
- E. OLD BUSINESS**
  - 1. Consider approval of lease for downtown parking – *Russell Treadway*
- F. NEW BUSINESS**
- G. ADJOURNMENT**



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## Board Memorandum

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**DATE:** March 8, 2024

**AGENDA ITEM:** Consider approval of lease for downtown parking.

**PRESENTATION:** The county and the city will be jointly leasing property from Citizens National Bank. The purpose of the lease is to secure additional parking for downtown during the construction of the new courts building. The lease will be \$200,000 per year for two-year beginning March 1, 2024, and ending February 28, 2026. The lease reserves 25 spaces for exclusive use by CNB.

**REQUESTED ACTION:** Approval of lease.

## LEASE AGREEMENT

This Lease Agreement (this “**Lease**”) is made and entered into as of March 1, 2024 (the “**Effective Date**”) by and among **Citizens National Bank**, a national banking association, (the “**Lessor**”); the **City of Sevierville, Tennessee**, a Tennessee municipal corporation, (a “**Lessee**”); and **Sevier County, Tennessee**, (a “**Lessee**”).

### WITNESSETH:

WHEREAS, the Lessor owns certain real property situated in the Fifth (5th) Civil District of Sevier County, Tennessee, within the City of Sevierville, on Court Avenue, and being identified in the Sevier County, Tennessee, Property Assessor’s Office as Parcels 031.00 and 032.00 on Tax Map 049J Group B, being more particularly bounded and described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Leased Premises**”); and

WHEREAS, the Lessor desires to lease the Leased Premises to the Lessees, and the Lessees desire to lease the same from the Lessor, for use as a parking lot.

NOW, for good and valuable consideration exchanged, receipt hereby acknowledged, including the performance of the provisions following, the parties agree as follows:

### A G R E E M E N T

1. **Lease Grant.** The Lessor agrees to lease to the Lessees, and the Lessees agree to lease from the Lessor, the Leased Premises for the Term and at the Rent hereinafter described, subject to the terms and conditions set forth in this Lease.
2. **Rent.**
  - 2.1 **Base Rent.** The Lessees shall pay to the Lessor as annual base rent Two Hundred Thousand Dollars (\$200,000.00) per Lease Year (the “**Annual Base Rent**”) being due and payable in advance on the first day of each Lease Year beginning on March 1, 2024. The phrase “**Lease Year**” shall mean the 12-month period commencing on March 1, 2024, and each 12-month period thereafter.
  - 2.2 **Additional Rent.** It is hereby declared to be the intention of the Lessor and the Lessees that the Annual Base Rent payable to the Lessor shall be 100% net to the Lessor and that all costs, expenses, and obligations of every kind relating to the Leased Premises which may arise or become due during the Term of this Lease shall be paid by the Lessees, and that the Lessees shall indemnify the Lessor against all such costs, expenses, and obligations. Notwithstanding anything to contrary contained herein, nothing in this Lease is intended to limit the foregoing general understanding to the effect that this is intended to be a 100% net lease. As used in this Lease, the phrase “**Additional Rent**” shall mean all amounts to be paid by Lessees under this Lease, other than the Annual

Base Rent. The Annual Base Rent and the Additional Rent shall be considered "**Rent**," and a default in any payment of all or any part of such amounts shall be enforceable as non-payment of Rent.

- 2.3 **Late Charges.** Any Rent not received within 10 days following the date upon which such payment becomes due, shall be assessed a one-time late charge equal to 5% of the payment amount due.
3. **Term.** This Lease shall become effective on March 1, 2024 and terminate at 11:59 P.M. on February 28, 2026 (the "**Term**"). In the event both parties agree, the Term of this Lease may be extended until 11:59 P.M. on February 28, 2027.
4. **Construction.** **THE LEASED PREMISES ARE LEASED TO THE LESSEES, AND THE LESSEES ACCEPT THE SAME, IN THEIR "AS IS" CONDITION WITHOUT REPRESENTATION OR WARRANTY BY THE LESSOR AS TO THE CONDITION OF THE LEASED PREMISES.** The Lessor shall have no obligation to make any improvements on the Leased Premises whatsoever. It is specifically agreed and understood that the Lessees are under no obligation to pave or otherwise improve the Leased Premises; however, all paving or other improvements made by the Lessees, to the Leased Premises shall be at the Lessees' sole expense. Any pavement or other permanent improvements built by the Lessees, or otherwise, on the Leased Premises shall, upon the expiration or lawful termination of the Term, become the Lessor's property. The Lessor shall have the right to approve or reject any new paving or other construction on the Leased Premises, in the Lessor's sole and absolute discretion. The Lessees agree that no work shall commence until the Lessor has approved the designs, plans, budget, and specifications for such paving or other improvement in writing. In the event that the Lessor approves a request from the Lessees to pave the Leased Premises, the Lessees shall receive a credit toward future Annual Base Rent for the reasonable costs of such paving to the extent such costs are actually incurred by the Lessees; provided, however, such credit shall be prospective only and shall not obligate the Lessor to reimburse the Lessees for Annual Base Rent paid previously.
5. **Insurance.** Throughout the Term of this Lease, the Lessees shall maintain a commercial general liability insurance policy covering the Leased Premises in the amount of at least \$3,000,000.00 (each claim) / \$6,000,000.00 (aggregate for all claims). The Lessees shall name the Lessor as an additional insured under said policy and shall make available to the Lessor a Certificate of Insurance upon request. The Lessees shall promptly pay all premiums when due. The Lessor shall have the right (but not the obligation), if the Lessees fail to do so, to obtain such policy of insurance and charge the Lessees the cost thereof as Additional Rent.
6. **Maintenance.** The Lessees shall keep the Leased Premises clean and well maintained at all times during the Term of this Lease.
7. **Use.** The Leased Premises shall be used and occupied by the Lessees solely as a parking lot and for no other use without the Lessor's prior written consent. The Lessor shall always have twenty-five (25) parking spaces designated for its exclusive use by signage.



8. **Property Taxes; Utilities.** The Lessees shall pay to the Lessor as Additional Rent a sum equivalent to City of Sevierville and Sevier County property taxes assessed upon the Leased Premises each year, the sum being prorated for the first and last calendar years of the Term. The Lessees shall have all utilities used on the Leased Premises listed in their own name, and the Lessees shall pay for the same as they become due and payable.
9. **Assignment and Sub-Letting.** The Lessees shall not assign this Lease, or sub-lease all, or any portion, of the Leased Premises, without the prior written consent of the Lessor.
10. **Default.** Each of the following events shall be deemed an "Event of Default" by the Lessees and a breach of this Lease:
  - 10.1 Failure to pay when due any Rent (either in whole or in part) payable hereunder when such failure continues for a period of 10 days after written notice, addressed and properly mailed to the Lessees by certified mail, return receipt requested, at the address set forth below.
  - 10.2 Failure to do, observe, keep, or perform any of the other terms, covenants, agreements, and provisions required of the Lessees under this Lease when such failure continues for a period of 30 days after written notice from the Lessor reasonably describing the alleged default, addressed and properly mailed to the Lessees by certified mail, return receipt requested, at the address set forth below.

Failure of the Lessor to give notice of a default shall not act as a waiver of the Lessor's right to declare such default at a later time by giving the requisite notice so long as the Lessees are still in default at the time of such notice.

11. **Remedy in Event of Default.** Upon the occurrence of an Event of Default, the Lessor shall have the right, in addition to any other remedy provided at law or in equity, to (i) terminate this Lease as fully as though the Term had expired, by delivering written notice to the Lessees, and re-enter the Leased Premises by summary proceedings or otherwise; (ii) if such Event of Default can be reasonably cured by the expenditure of money, pay the reasonable costs of cure and be reimbursed by the Lessees within 10 days of written demand; and (iii) obtain specific performance and other equitable relief through the courts. Despite the termination of this Lease for an Event of Default, the Lessees shall remain liable for all legally recoverable damages resulting to the Lessor from such Event of Default, including but not limited to reasonable attorneys' fees and other expenses and losses. It is further agreed that the Lessor may upon expiration of any cure period as herein set forth, without otherwise being obligated so to do and without terminating this Lease, retake the possession of the Leased Premises and rent the same for such rent and upon such conditions as the Lessor may deem best, giving credit for the amount of the rent so received, less all expenses of such repairs, and the Lessees shall remain liable for the difference, if any, between the amount so received by the Lessor for such reletting and the amounts of rentals herein reserved, until the expiration date of the Term. In the case of an Event of Default attributable to Lessees' abandonment of the Leased Premises, Lessor may immediately thereafter take possession of the Leased Premises.

12. **No Waiver of Remedy.** The failure of the Lessor to insist upon a strict performance of any of the terms, conditions, and covenants in this Lease shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained.
13. **Surrender by Lessees of Leased Premises.** The Lessees shall, on the expiration or the sooner termination of the Term, surrender to the Lessor the Leased Premises, including all permitted changes and improvements constructed or placed by the Lessees thereon. The Leased Premises shall be returned, free of subtenancies, in good condition and repair, reasonable wear and tear excepted.
14. **Holding Over.** Any holding over by the Lessees beyond the date of the termination of this Lease, whether by expiration of the Term or otherwise, shall in no event constitute a renewal of this Lease, but shall be holding over from month to month, and all of the terms, covenants, and conditions hereof, except the Term, shall remain in full force and effect.
15. **Notices.** Notices which may be required to be given hereunder from either of the parties to the other party shall be in writing. Such notices may be served personally or may be deemed fully served if sent by United States First Class Mail, postage paid, certified, return receipt requested, addressed as follows:

If to the Lessor:                      Citizens National Bank  
   c/o Jason Holliman, President  
   200 Forks of the River Parkway  
   Sevierville, TN 37862

With copy to (which alone shall not constitute notice):

Ryan L. Russell, Esq.  
Vickers, Crisp, & Russell, P.C.  
P.O. Box 4486  
Sevierville, TN 37864-4486

If to the Lessees:                      City of Sevierville  
   c/o \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
  
   Sevier County  
   c/o \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_

or at such other address as either party may hereafter designate in writing.

16. **Benefit.** This Lease shall be binding upon, and shall inure to the benefit of the parties hereto, their personal representatives, heirs and successors and permitted assigns.

17. **Entire Agreement.** This Lease embodies the entire agreement among the parties and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Lease.
18. **Amendment or Modification.** The Lessees acknowledge and agree that they have not relied on any statement, representation, agreements or warranties except as expressed herein, and that no agreement or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties in writing hereto in the same manner as the execution of this Lease.
19. **Covenants and Warranties.** The Lessor covenants and warrants that it has the right to lease the Leased Premises, that the Lessees will enjoy quiet possession of said Leased Premises during the Term of this Lease, and that it will defend the same against the claims of all persons; provided, however, the covenants and warranties set forth herein are all subject to (i) all applicable laws and (ii) all matters disclosed in **Exhibit A** attached hereto and incorporated herein by this reference, including (but not limited to) a break in the curbing being used as a point of access for unrestricted vehicular traffic to and from tax parcel 049J B 026.02 (currently owned by Ronald W. Ogle and Betty M. Ogle).
20. **Time.** Time shall be of the essence with respect to all dates and periods of time set forth in this Lease. All dates and periods of time set forth in the Lease shall be calculated on the basis of calendar days; provided, however, if the date when payment or performance is due falls on a Saturday, Sunday, or a state or federal holiday, the payment or performance shall be due on the next calendar day that is not a Saturday, Sunday, or a state or federal holiday.
21. **Captions.** The captions at the beginning of each paragraph of this Lease are for convenience only and are not intended to, and shall not be construed so as to, limit or amplify the terms and conditions of said paragraphs. Wherever the context requires or permits it, the singular may be read in the plural, the plural in the singular, the masculine in the feminine, the feminine in the masculine, and either of them in the neuter gender.
22. **Or.** In this Lease, the term "or" is not exclusive and means one or the other or both, or any one or more or all of the things or persons or alternatives in connection with which the conjunction is used.
23. **Non-Appropriation.** In the event that the Sevier County Commission decides not to authorize further funding of this Lease, this Lease shall terminate as of the effective date of such decision. In the event that the Sevier County Commission ratifies the Term, Rent, and other provisions of this Lease, the immediately preceding sentence shall be void ab initio and of no further legal effect.
24. **Governing Law & Litigation.** The Lessees and the Lessor acknowledge that this Lease was negotiated, executed, and delivered in the State of Tennessee, that this Lease is to be performed in the State of Tennessee and shall be governed and construed in accordance with the laws of the State of Tennessee. This Lease and all matters arising under or relating to it (including torts) shall be governed, interpreted, construed, and regulated exclusively by the laws of the State of Tennessee without application of any conflict of laws principles. The Lessees and the Lessor expressly understand and agree that the Tennessee State Courts of Sevier County, Tennessee, or, if there is exclusive Federal jurisdiction, the United States District Court for the Eastern District of Tennessee sitting in Knoxville (the



"Approved Courts") shall have exclusive jurisdiction and venue over any dispute involving this Lease or any matter arising under or relating to it (including torts). The Lessees and the Lessor hereby consent to personal and subject-matter jurisdiction in and venue of the Approved Courts. The Lessees and the Lessor waive any and all rights under the laws of any state to object to the jurisdiction of the Approved Courts or to institute a claim of *forum non conveniens* to divest any Approved Court of jurisdiction. **THE LESSEES AND THE LESSOR HEREBY IRREVOCABLY AND ABSOLUTELY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY SUIT OR ACTION ARISING OUT OF OR IN ANY WAY RELATING TO THIS LEASE. THE LESSEES AND THE LESSOR AGREE THAT A COPY OF THIS PARAGRAPH MAY BE FILED WITH ANY APPROVED COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT OF THE LESSEES AND THE LESSOR TO IRREVOCABLY AND ABSOLUTELY WAIVE ALL RIGHT TO TRIAL BY JURY, AND THAT ANY DISPUTE AMONG THE LESSEES AND THE LESSOR SHALL INSTEAD BE TRIED IN AN APPROVED COURT BY A JUDGE SITTING WITHOUT A JURY. THE LESSEES AND THE LESSOR AGREE THAT THIS PARAGRAPH MAY NOT BE ORALLY AMENDED AND STIPULATE THAT NO AGENT OF ANY PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT SEEK TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH. THE LESSEES AND THE LESSOR ACKNOWLEDGE THAT THE LESSOR HAS, IN PART, BEEN INDUCED TO ENTER INTO THIS LEASE IN RELIANCE ON THE PROVISIONS OF THIS PARAGRAPH.**

IN WITNESS WHEREOF the parties have executed this instrument as of the Effective Date.

THE LESSOR:

CITIZENS NATIONAL BANK

By: \_\_\_\_\_  
Jason Holliman  
Its: President & C.E.O.

THE LESSEES:

CITY OF SEVIERVILLE, TENNESSEE

By: \_\_\_\_\_  
Robbie Fox  
Its: Mayor

SEVIER COUNTY, TENNESSEE

By: Larry Waters  
Larry Waters  
Its: Mayor

STATE OF TENNESSEE  
COUNTY OF SEVIER

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared JASON HOLLIMAN, 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 President & C.E.O. of CITIZENS NATIONAL BANK, the within named bargainor, and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of CITIZENS NATIONAL BANK by himself as such officer.

WITNESS my hand and Official Seal at office in State and County aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SEVIER

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared ROBBIE FOX, 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 Mayor of CITY OF SEVIERVILLE, TENNESSEE, the within named bargainor, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of CITY OF SEVIERVILLE, TENNESSEE by himself as Mayor.

WITNESS my hand and Official Seal at office in State and County aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

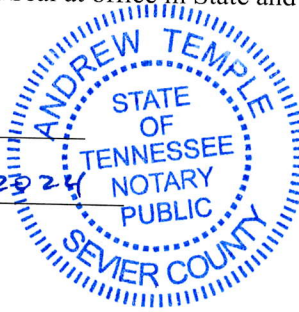
STATE OF TENNESSEE  
COUNTY OF SEVIER

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared LARRY WATERS, 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 Mayor of SEVIER COUNTY, TENNESSEE, the within named bargainor, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of SEVIER COUNTY, TENNESSEE by himself as Mayor.

WITNESS my hand and Official Seal at office in State and County aforesaid this 26 day of February, 2024.

  
Notary Public

My commission expires: 5/21/2024





**EXHIBIT A**  
*Leased Premises*

SITUATE in the Fifth (5<sup>th</sup>) Civil District of Sevier County, Tennessee, within the city of Sevierville, Tennessee, being a 0.80 acre tract, more or less, formerly known as the SunTrust Bank property, bounded on the east by Court Avenue, on the north by property now or formerly owned by WPCC Development Properties in part and in part with property now or formerly owned by Temple Enterprises, LLC, being more particularly bounded and described as follows:

BEGINNING on an iron pin located in the western right of way line of Court Avenue, said iron pin marking a common corner with property now or formerly owned by Temple Enterprises, LLC, said iron pin being further located South 19 deg 25 min 38 sec West 70.20 feet from an existing iron pin; THENCE FROM SAID POINT OF BEGINNING, and with the western right of way line of Court Avenue, South 19 deg 39 min 46 sec West 135.00 feet to an iron pin; thence continuing with said right of way line, South 19 deg 37 min 24 sec West 84.78 feet to an iron pin marking a common corner with property now or formerly owned by Ronald W. Ogle et ux (Book 1740, Page 355); thence leaving the right of way line of Court Avenue and with the line of property now or formerly owned by Ronald W. Ogle et ux (Book 1740, Page 355), South 89 deg 46 min 22 sec West 172.43 feet to an iron pin located in the line of property now or formerly owned by Ronald W. Ogle et ux (Warranty Deed Book 600, Page 89); thence leaving the line of Ronald W. Ogle et ux, and with the line of property now or formerly owned by Ronald W. Ogle et ux, North 16 deg 21 min 56 sec West 126.73 feet to an iron pin marking a common corner with a 0.33 acre tract known as the CNB Parking Lot tract; thence with the CNB Parking Lot tract, North 16 deg 18 min 37 sec West 104.85 feet to an iron pin located in the line of property now or formerly owned by WPCC Development Properties (Warranty Deed Book 303, Page 514); thence with the line of property now or formerly owned by WPCC Development Properties, South 87 deg 34 min 48 sec East 100.33 feet to a point being the common corner of WPCC Development Properties with property now or formerly owned by Temple Enterprises, LLC; thence leaving the line of property now or formerly owned by WPCC Development Properties and with property now or formerly owned by Temple Enterprises, LLC, South 87 deg 12 min 19 sec East 211.49 feet to the point of BEGINNING, as shown on survey of Charles H. Freeman, RLS, No. 1503, dated November 2, 2005, entitled "General Property Survey for Citizens National Bank" bearing Drawing No. J05-005. The address of the surveyor is P.O. Box 751, Gatlinburg, Tennessee 37738.

BEING the same property conveyed to Citizens National Bank, by deed from Waters & Waters, LLC, a Tennessee limited liability company, dated November 7, 2005, of record in Book 2386, Page 623, Register's Office, Sevier County, Tennessee.

SUBJECT TO Boundary Line, Quitclaim & Encroachment Agreement between Waters & Waters, LLC, Temple Enterprises, LLC, D & J General Partnership, and WPCC Development Properties and Citizens National Bank dated October 20, 2005, of record in Book 2387, Page 283, Register's Office, Sevier County, Tennessee.

SUBJECT TO Sewer Line Easement to the City of Sevierville of record in Right of Way Book 6, Page 896, Register's Office, Sevier County, Tennessee.

SUBJECT TO General Permit to Southern Bell Telephone & Telegraph of record in Warranty Deed Book 78, Page 351, Register's Office, Sevier County, Tennessee.

SUBJECT TO all matters noted and/or depicted on the aforementioned plat of survey of Charles H. Freeman, RLS, No. 1501, dated November 2, 2005, bearing file #J05-005, including but not limited to sanitary sewer line easements, underground gas line, underground electrical and telephone cables, telephone pedestal, TV cable box, electric box, and a break in the curbing being used as a point of access for unrestricted vehicular traffic to and from tax parcel 049J B 026.02 (currently owned by Ronald W. Ogle and Betty M. Ogle).



**BOUNDARY LINE, QUITCLAIM AND ENCROACHMENT AGREEMENT**

49K-B-26.01

THIS AGREEMENT made by and among Waters & Waters, LLC ("Waters"), Temple Enterprises, LLC ("Temple"), D&J General Partnership ("D&J"), WPCC Development Properties ("WPCC") and Citizens National Bank ("CNB") dated as of the 20<sup>th</sup> day of October, 2005.

WHEREAS, Waters, Temple, D&J and WPCC are owners of four (4) parcels of property located in Sevier County, Tennessee as shown on the survey of Charles H. Freeman, dated NOV 2, 2005, 2005, a copy of which is attached hereto as Exhibit A (the "Survey");

WHEREAS, the parties sources of title to the aforementioned parcels of property (the "Parcels") are as follows: Waters Parcel: Deed Book 616, Page 219 and Deed Book 622, Page 141; D&J Parcel: Deed Book 1329, Page 44; Temple Parcel: Deed Book 613, Page 618; WPCC Parcel: Deed Book 303, Page 514, all of record in the Sevier County Register's Office;

WHEREAS, the parties desire to agree upon a boundary line between their Parcels, and to acknowledge an encroachment and otherwise agree as set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The parties hereto all agree that the boundary line running between their respective Parcels, along the southern boundaries of Temple and WPCC, and along the northern boundaries of D&J and Waters, is the boundary line as shown on the Survey, as it runs east and west from Court Avenue to Forks of the River Parkway.
2. In order to clarify any possible discrepancy as to said boundary line:
  - a. Temple and WPCC hereby bargain, grant, sell, convey, release and quitclaim unto Waters, without any representation or warranty, any interest they may have in the Waters Parcel as more fully described on Exhibit B attached hereto; and
  - b. Temple and WPCC hereby bargain, grant, sell, convey, release and quitclaim unto D&J, without any representation or warranty, and interest they may have in the D&J Parcel as more fully described on Exhibit C attached hereto.
3. Waters and Temple acknowledge and agree that the roof of a building (the "Building") currently located on the Temple Parcel extends partially over the Waters Parcel, as generally shown on the Survey. Waters hereby grants to Temple a temporary

easement to maintain the currently existing encroachment of said Building roof over the Waters Parcel under the following terms and conditions:

- a. The term of this easement shall be a maximum of fifty (50) years, subject to earlier termination as provided herein.
- b. If the Building shall be destroyed or substantially damaged for any reason, included, but not limited to fire, water or wind, such that the roof must be or is replaced, this easement shall terminate and expire. Any restoration or repair of the Building shall be made so that there is no encroachment. Likewise, in the event that Temple shall substantially modify or renovate the Building, such that the roof must be or is replaced, this easement shall terminate and expire, and any restoration of the Building shall be made so that there is no encroachment.
- c. Temple shall be solely responsible for any and all maintenance of the Building, including the part encroaching upon Waters. Temple shall hold Waters harmless and indemnify it from any claims, suits or other proceedings instituted by any and all persons or entities against Waters or Temple arising in any matter out of the Building or the encroachment.

4. The parties acknowledge and agree that the provisions hereof shall run with the land and shall benefit and bind each of their respective successors and assigns

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

**[Signatures next pages]**

Waters & Waters, LLC

By: John B. Waters, Jr.  
John B. Waters, Jr.  
Its: Chief Manager

STATE OF TENNESSEE  
COUNTY OF SEVIER

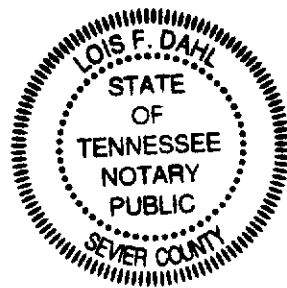
Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **John B. Waters, Jr.**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the chief manager of Waters & Waters, LLC, the within named bargainor, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company, as chief manager.

this 20<sup>th</sup> day of October, 2005. WITNESS my hand and Official Seal at office in said State and County

Lois F. Dahl  
Notary Public

NOTARY PUBLIC  
My Commission Expires: March 22, 2009

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



Temple Enterprises, LLC

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

James A. Temple, Sr.

Its: \_\_\_\_\_

Chief Manager

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

John B. Waters III

Its: \_\_\_\_\_

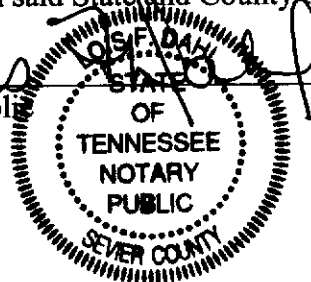
Counsel

STATE OF TENNESSEE  
COUNTY OF Sevier

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **James A. Temple, Sr.** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged to be the chief manager of Temple Enterprises, LLC, the within named bargainor, and that he being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company as chief manager.

WITNESS my hand and Official Seal at office in said State and County this 20<sup>th</sup> day of October, 2005.

My Commission Expires: March 23, 2009



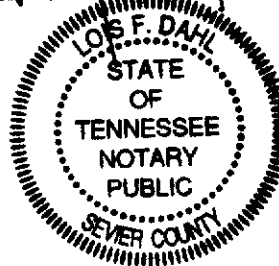
STATE OF TENNESSEE  
COUNTY OF SEVIER

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **John B. Waters III**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be counsel for the within named bargainor, and, being authorized to do so executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Official Seal at office in said State and County this 20<sup>th</sup> day of October, 2005.

My Commission Expires: March 23, 2009

Notary Public





D&J General Partnership

By: Waters & Waters, LLC  
Its: General Partner

By: John B. Waters, Jr.  
Its: Chief Manager

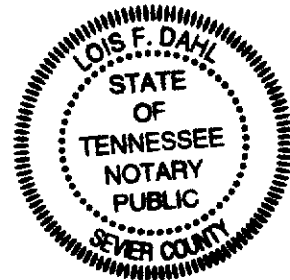
STATE OF TENNESSEE  
COUNTY OF SEVIER

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **John B. Waters, Jr.**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged to be the chief manager of the General Partner, of the within named bargainor, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company, as general partner.

WITNESS my hand and Official Seal at office in said State and County this 20<sup>th</sup> day of October, 2005.

Lois F. Dahl  
Notary Public

My Commission Expires: March 23, 2009



WPCC DEVELOPMENT PROPERTIES

By: William Y. Carroll, Sr.  
William Y. Carroll, Sr., as Partner

By: David C. Verble  
David C. Verble, as Partner

By: Lynn T. Webb  
Lynn T. Webb, as Partner

By: Kyle Swaggerty  
Kyle Swaggerty, as Partner

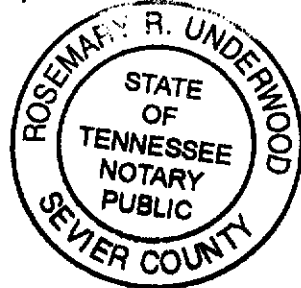
STATE OF TENNESSEE  
COUNTY OF SEVIER

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **William Y. Carroll, Sr., David C. Verble, Lynn T. Webb and Kyle Swaggerty**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged themselves to be the partners of **WPCC Development Properties**, the within named bargainor, a partnership, and that they as such partners, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by themselves as partners.

WITNESS my hand and Official Seal at office in said State and County this 7<sup>th</sup> day of November, 2005.

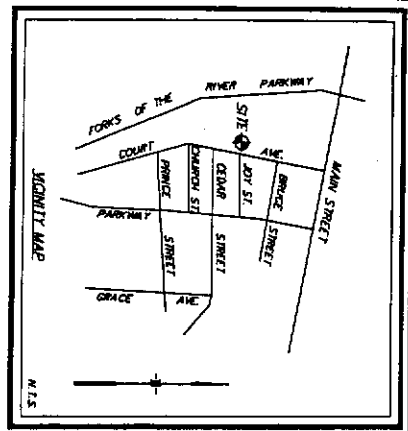
Rosemary R. Underwood  
Notary Public

My Commission Expires: 9/9/06



JBW\Waters\Boundary Line, Quitclaim and Encroachment Agreement

Ex "A"



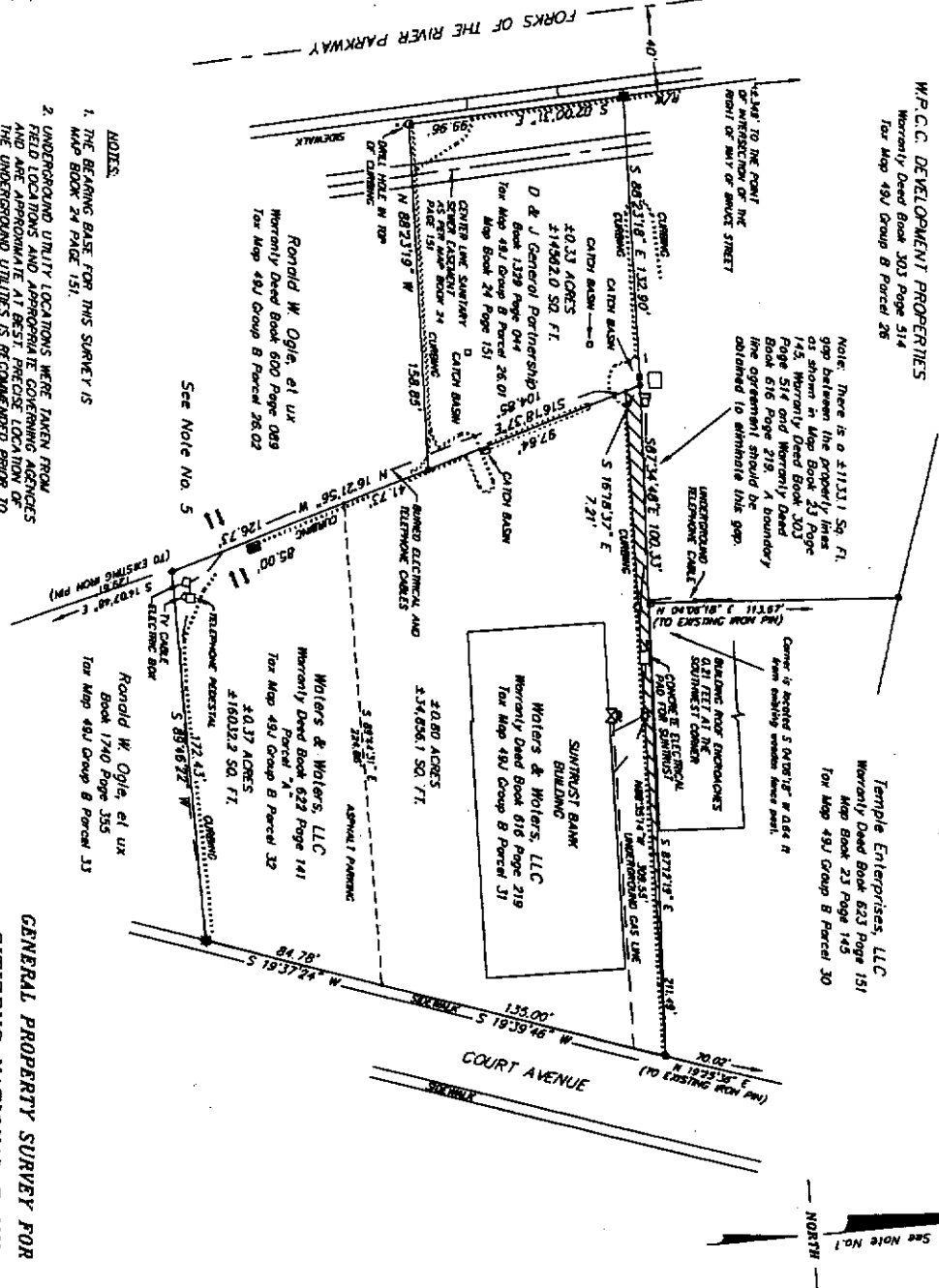
LEGEND	
IRON PIN SET	_____
IRON PIN FOUND	_____
UNDOCUMENTED POINT	_____
DRILL HOLE	_____
UTILITY POLE	_____
UTILITY ANCHOR	_____
GAS METER	_____
OVERHEAD UTILITY LINE	_____
UNDERGROUND GAS	_____
UNDERGROUND TELEPHONE	_____
AND ELECTRIC	_____

CERTIFICATION

I hereby certify to Citizens National Bank that this plat is the result of a field inspection and a partial field survey conducted between 18 October and 29 October 2005 to update a survey plat by this surveyor originally dated 1 March 1997. No utilities were located of this time. Notes No. 2 and No. 3 would still apply. The measurements taken on the ground were made in order to replace two missing corner monuments and recover a third monument. The corners replaced are shown by symbols for "Iron Pin Set" in the legend. The survey has been made using the latest recorded deeds and exceeds the requirements of a Category 1 survey and that the ratio of precision of the original field measurements conducted in 1997 is better than 1:10,000.

I further certify that this survey was performed under my direct supervision, that this drawing accurately depicts the survey, and that it is true and correct to the best of my knowledge and belief. Field work was completed on 29 October 2005. The monuments shown were in place on that date.

CHARLES H. FREEMAN, R.L.S. 1503  
GATLINBURG, TN, 37738  
P.O. BOX 751  
865-428-5668



W.P.C. DEVELOPMENT PROPERTIES  
Warranty Deed Book 303 Page 514  
Tax Map 49J Group B Parcel 26

Temple Enterprises, LLC  
Warranty Deed Book 623 Page 151  
Map Book 23 Page 145  
Tax Map 49J Group B Parcel 30

Note: There is a 2113.1 Sq. Ft. gap between the property lines as shown in Map Book 23 Page 145, Warranty Deed Book 303 Page 514 and Warranty Deed Book 616 Page 219. A boundary line agreement should be obtained to eliminate this gap.

- NOTES:
1. THE BEARING BASE FOR THIS SURVEY IS MAP BOOK 24 PAGE 151.
  2. UNDERGROUND UTILITY LOCATIONS WERE TAKEN FROM FIELD LOCATIONS AND APPROXIMATE LOCATIONS. LOCATIONS AND ARE APPROXIMATE AT BEST. LOCATIONS OF THE UNDERGROUND UTILITIES IS RECOMMENDED PRIOR TO ANY CONSTRUCTION ON THIS PROPERTY.
  3. THE UNDERGROUND UTILITIES SHOWN WERE THOSE MARKED BY THE APPROPRIATE GOVERNING AGENCIES AS OF 28 FEBRUARY 1997. MORE UNDERGROUND UTILITIES MAY EXIST AND WERE NOT LOCATED.
  4. ONLY PART OF THE EXISTING CURBING WAS LOCATED. MORE FIELD WORK WILL BE NEEDED TO SHOW ALL CURBS AND DRAINS.
  5. A BREAK IN THE CURBING AT THIS POINT IS BEING USED AS A POINT OF ACCESS FOR UNRESTRICTED VEHICULAR TRAFFIC.



TAX MAP 49J GROUP B PARCELS 26, 31, AND 32

GENERAL PROPERTY SURVEY FOR  
CITIZENS NATIONAL BANK  
Property of Waters & Waters, LLC  
Warranty Deed Book 616, Page 219  
Parcel 31.00 of Tax Map 49J Group B  
Property of Waters & Waters, LLC  
Warranty Deed Book 622, Page 141  
Parcel 32.00 of Tax Map 49J Group B  
Property of D & J General Partnership  
Book 1329, Page 044  
Parcel 26.01 of Tax Map 49J Group B  
within the City of Sevierville  
District No. 5 of Sevier County, Tennessee  
2 November 2005 Scale 1"=40'

**EXHIBIT B**  
**LEGAL DESCRIPTION**  
**WATERS & WATERS, LLC**  
**TO**  
**CITIZENS NATIONAL BANK**

SITUATE in the Fifth (5<sup>th</sup>) Civil District of Sevier County, Tennessee, within the city of Sevierville, Tennessee, being a 0.80 acre tract, more or less, formerly known as the SunTrust Bank property, bounded on the east by Court Avenue, on the north by property now or formerly owned by WPCC Development Properties in part and in part with property now or formerly owned by Temple Enterprises, LLC, being more particularly bounded and described as follows:

BEGINNING on an iron pin located in the western right of way line of Court Avenue, said iron pin marking a common corner with property now or formerly owned by Temple Enterprises, LLC, said iron pin being further located South 19 deg 25 min 38 sec West 70.20 feet from an existing iron pin; THENCE FROM SAID POINT OF BEGINNING, and with the western right of way line of Court Avenue, South 19 deg 39 min 46 sec West 135.00 feet to an iron pin; thence continuing with said right of way line, South 19 deg 37 min 24 sec West 84.78 feet to an iron pin marking a common corner with property now or formerly owned by Ronald W. Ogle et ux (Book 1740, Page 355); thence leaving the right of way line of Court Avenue and with the line of property now or formerly owned by Ronald W. Ogle et ux (Book 1740, Page 355), South 89 deg 46 min 22 sec West 172.43 feet to an iron pin located in the line of property now or formerly owned by Ronald W. Ogle et ux (Warranty Deed Book 600, Page 89); thence leaving the line of Ronald W. Ogle et ux, and with the line of property now or formerly owned by Ronald W. Ogle et ux, North 16 deg 21 min 56 sec West 126.73 feet to an iron pin marking a common corner with a 0.33 acre tract known as the CNB Parking Lot tract; thence with the CNB Parking Lot tract, North 16 deg 18 min 37 sec West 104.85 feet to an iron pin located in the line of property now or formerly owned by WPCC Development Properties (Warranty Deed Book 303, Page 514); thence with the line of property now or formerly owned by WPCC Development Properties, South 87 deg 34 min 48 sec East 100.33 feet to a point being the common corner of WPCC Development Properties with property now or formerly owned by Temple Enterprises, LLC; thence leaving the line of property now or formerly owned by WPCC Development Properties and with property now or formerly owned by Temple Enterprises, LLC, South 87 deg 12 min 19 sec East 211.49 feet to the point of BEGINNING, as shown on survey of Charles H. Freeman, RLS, No. 1503, dated November 2, 2005, entitled "General Property Survey for Citizens National Bank" bearing Drawing No. J05-005. The address of the surveyor is P.O. Box 751, Gatlinburg, Tennessee 37738; and,

BEING the same property conveyed to Waters & Waters, LLC, a Tennessee limited liability company, by deed from John B. Waters, Jr., and David Paine Waters, dated December 31, 1997, of record in Warranty Deed Book 616, Page 219, Register's Office, Sevier, County, Tennessee, and by deed from SunTrust Bank, East Tennessee, N.A., a national banking association, successor to Third National Bank of East Tennessee, successor to the Bank of Sevierville, dated March 19, 1998, of record in Warranty Deed Book 622, Page 141, Register's Office, Sevier, County, Tennessee.

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**EXHIBIT C**  
**LEGAL DESCRIPTION**  
**D & J GENERAL PARTNERSHIP**  
**TO**  
**CITIZENS NATIONAL BANK**

SITUATE in the Fifth (5<sup>th</sup>) Civil District of Sevier County, Tennessee, within the city of Sevierville, Tennessee, being a 0.33 acre tract, more or less, bounded on the west by Forks of the River Parkway, on the north by property now or formerly owned by WPCC Development Properties, being more particularly bounded and described as follows:

BEGINNING on an iron pin located in the eastern right of way line of Forks of the River Parkway, said iron pin being further located 349.00 feet, more or less, in a southerly direction along the eastern right of way line of Forks of the River Parkway from its point of intersection with the southern right of way line of Bruce Street; THENCE FROM SAID POINT OF BEGINNING, leaving the right of way line of Forks of the River Parkway and with the line of property now or formerly owned by WPCC Development Properties, South 88 deg 23 min 18 sec East 132.90 feet to an iron pin marking a common corner with property formerly known as the SunTrust Bank property; thence leaving the line of WPCC Development Properties and with the line of property formerly known as the SunTrust Bank property, South 16 deg 18 min 37 sec East 104.85 feet to an iron pin marking a common corner with property now or formerly owned by Ronald W. Ogle et ux; thence leaving the line of property formerly known as the SunTrust Bank property and with the line of property now or formerly owned by Ronald W. Ogle et ux, North 88 deg 23 min 19 sec West 158.85 feet to a drill hole in top of curbing in the eastern right of way line of Forks of the River Parkway; thence leaving the line of property now or formerly owned by Ronald W. Ogle et ux and with the eastern right of way line of Forks of the River Parkway, North 02 deg 00 min 31 sec West 99.96 feet to the point of BEGINNING, as shown on survey of Charles H. Freeman, RLS, No. 1503, dated November 2, 2005, entitled "General Property Survey for Citizens National Bank" bearing Drawing No. J05-005. The address of the surveyor is P.O. Box 751, Gatlinburg, Tennessee 37738; and,

*A PART of*

BEING the same property conveyed to D & J General Partnership, a Tennessee General Partnership, by deed from Waters & Waters, LLC, a Tennessee limited liability company, dated November 1, 2001, of record in Book 1329, Page 44, Register's Office, Sevier County, Tennessee.

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VOL: 2387/283-291

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BLA 9 PG BA: 71187	
11/08/2005 09:32 AM	
VALUE	0.00
MTG TAX	0.00
TRN TAX	0.00
REC FEE	45.00
DP FEE	2.00
REG FEE	0.00
TOTAL	47.00

STATE OF TENNESSEE, SEVIER COUNTY  
SHERRY ROBERTSON HUSKEY  
REGISTER OF DEEDS