

EASEMENT FOR A PUBLIC HIKING TRAIL & GREENWAY

This easement agreement is made and entered into on this the ____ day of _____, 2026 by and between the Catholic Diocese of Knoxville ('Diocese') on behalf of St. Alphonsus Parish ('Parish') herein referred to as "Grantor" and the City of Crossville, herein after referred to as "Grantee".

LANDOWNERS; SAFETY; DUTY OF CARE

The provisions of T.C.A. §70-7-102 and T.C.A. §70-7-104 are attached hereto and incorporated herein as Exhibit A.

BACKGROUND

1. Grantor is the owner of certain real property located at 151 Alphonsus Way in Crossville, TN. being the same parcel as shown on Tax Map 100P, Group H, Parcel 040.00, Tax Assessors Office, Cumberland County, TN.
2. The City of Crossville desires to obtain an easement for the purpose of establishing and maintaining a public hiking trail across the property which will become a Greenway Trail being an 8-foot to 12-foot-wide multipurpose trail in the future.
3. The parties agree that the easement granted herein shall run with the land and shall be binding upon the Diocese and the Parish to the benefit of their respective successors and assigns.

GRANT OF EASEMENT

Grantor hereby grants to Grantee, its agents, employees, invitees and the general public, a perpetual and irrevocable easement "the easement" to establish, construct, improve, maintain and use a public hiking trail "the trail" over, across and through the property as more particularly described in Exhibit B, attached hereto and incorporated herein by reference. This easement is for a period of ten (10) years from the date of the last party to execute this agreement. This easement shall automatically renew for an additional period of ten (10) years, unless either party should cancel this agreement by providing notice of termination at least 180 days prior to the automatic renewal of this agreement. Notice shall be provided to the City Manager of the City of Crossville, 392 North Main Street, Crossville, TN or to the Chancellor of the Diocese of Knoxville, 805 S. Northshore Drive, Knoxville, TN 37919.

SCOPE OF EASEMENT

The easement shall include the right of ingress and egress to and from the trail, the right to install signage, markers, and other improvements reasonably and necessary for the safe and proper use of the trail, and such other rights as are reasonably necessary or convenient for the enjoyment and maintenance of the trail. This easement shall be 25 feet wide and shall not include any portion of the waters of Obed River and Town Branch.

MAINTENANCE

The grantee, or its assigns shall be responsible for the maintenance, repair and upkeep of the trail, including but not limited to clearing vegetation, repairing erosion, damage and maintaining signage. However, grantor shall not interfere with grantees mutually agreed access to the trail for maintenance purposes.

GENERAL PROVISIONS

1. Entire agreement. This agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter here of and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.
2. This agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. It is agreed that any litigation arising from this instrument shall be filed in the Chancery Court for Cumberland County, Tennessee. It is further agreed that prior to filing any litigation, that the parties may mediate in accordance with the laws of the State of Tennessee.
3. Counterparts. This agreement may be executed in counterpart, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.
4. Separability. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall never the less continue in full force and agreement.
5. Amendment. This agreement may not be amended except by written instrument executed by all parties. In witness whereof, the parties have executed this agreement as of the date first written above.
6. Effective date. This agreement shall not be effective until such time as approved by the Crossville city council in a formal meeting.

DIOCESE OF KNOXVILLE

By: Bishop James Mark Beckman
Bishop of Knoxville and his Successors
In Office

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared Bishop James Mark Beckman, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged the execution of the foregoing instrument for the purposes therein contained and expressed.

Witness my hand and official seal of office on this the _____ day of _____, 2026.

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Notary Public
My Commission expires:

CITY OF CROSSVILLE

By Mayor: RJ Crawford

STATE OF TENNESSEE
COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared Mayor, RJ Crawford, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged the execution of the foregoing instrument for the purposes therein contained and expressed.

Witness my hand and official seal of office on this the _____ day of _____, 2026.

Notary Public
My Commission expires:

EXHIBIT A

T.C.A. §70-7-102

(a) The landowner, lessee, occupant, or any person in control of land or premises owes no duty of care to keep such land or premises safe for entry or use by others for such recreational activities as hunting, fishing, trapping, camping, water sports, white water rafting, canoeing, hiking, sightseeing, animal riding, bird watching, dog training, boating, caving, fruit and vegetable picking for the participant's own use, nature and historical studies and research, rock climbing, skeet and trap shooting, sporting clays, shooting sports, and target shooting, including archery and shooting range activities, skiing, off-road vehicle riding, and cutting or removing wood for the participant's own use, nor shall such landowner be required to give any warning of hazardous conditions, uses of, structures, or activities on such land or premises to any person entering on such land or premises for such purposes, except as provided in §70-7-104.

(b) The landowner, lessee, occupant, or any person in control of land or premises owes no duty of care to keep such land or premises safe for entry or use by others for recreational noncommercial aircraft operations or recreational noncommercial ultra-light vehicle operations on private airstrips except as to known hazards or defects and except as provided in §70-7-104.

T.C.A. §70-7-104

a) This part does not limit the liability that otherwise exists for:

(1) Gross negligence, willful or wanton conduct that results in a failure to guard or warn against a dangerous condition, use, structure or activity; or
(2) Injury caused by acts of persons to whom permission to hunt, fish, trap, camp, hike, sightsee, cave, recreational noncommercial aircraft operations or recreational noncommercial ultra-light vehicle operations on private airstrips, or any other legal purpose was granted, to third persons or to persons to whom the person granting permission, or the landowner, lessee, occupant, or any person in control of the land or premises, owed a duty to keep the land or premises safe or to warn of danger.

(b) Subdivision (a)(1) shall not be construed to impose liability or remove the immunity conferred by §70-7-102 for failure to guard or warn of a dangerous condition created by forces of nature.

EXHIBIT "B"

Tax Map 100P
Group H
Parcels 040.00

Property Owner: Roman Catholic Diocese of Knoxville, Tennessee
St. Alphonsus Catholic Church

25 foot wide Permanent Greenway & Walking Trail Easement

Said 25 foot wide Permanent Easement is for a walking trail and a future greenway trail being an 8 foot to 12-foot-wide multipurpose asphalt trail, being located in the First Civil District of Cumberland County, Tennessee, said easement being located 12.5 feet either side of the centerline of the walking trail or future greenway, said easement to be located within a 75-foot-wide corridor being described as follows:

75-foot-wide Corridor for Permanent Easement

Said seventy-five (75) foot wide corridor runs adjacent to and parallel with the centerline of the Obed River, Spiers Branch and Town Branch, being located on the east side of the Obed River, and the north side of Spiers Branch, and the north side of Town Branch, and crosses the grantor's property in the approximate location as described and as shown on Exhibit "C" attached hereto.

Said easement crosses the property conveyed to the grantor herein by virtue of a deed of record in Deed Book 411 Page 320, Register's Office, Cumberland County, Tennessee.

