

Note: PRELIMINARY, NOT RECORDED

DECLARATION OF EXCLUSIVE PERMANENT ACCESS EASEMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT is hereby made to be effective as of the _____ day of October, 2023, by GGDA, GP, a Tennessee General Partnership (“Grantor”) for the purpose of establishing an easement for ingress and egress to the tracts of real property owned by Grantor.

RECITALS:

WHEREAS, Grantor is the fee simple owner of certain real property conveyed in Warranty Deed dated XXXX, of record in XXXX, in the Register’s Office for Jefferson County, Tennessee, and said property is subdivided into Tracts 1 - 8 pursuant to a plat recorded as Map File XXXX, in the Register’s Office for Jefferson County, Tennessee (the “Plat”) and being tax identification number XXXX; and

WHEREAS, Grantor desires to declare certain permanent access easement for egress and ingress, and to establish a maintenance agreement for a 50 foot access easement for a driveway, drainage and utilities for the benefit of the owners of Tracts 4, 5, 6, 7, and 8 as identified as that 50’ Permanent Private Nonexclusive Easement for Ingress, Egress, Drainage and Utilities to serve 4, 5, 6, 7, and 8 on the Plat, their successors and assigns, reference being made herein for a more particular description of said Easement Area; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Grantor hereby establishes the above-described exclusive permanent access and utility easements for the purpose egress and ingress for the use and benefit of the owners of Tracts 4, 5, 6, 7, and 8 for their respective easement as shown on the Plat, their successors and assigns, and a maintenance agreement for the use and benefit of said easement for the driveway, drainage and utilities.

Responsibility for the maintenance of the easement created hereby shall be equally shared by the owners of Tracts 4, 5, 6, 7, and 8 for their respective easement as shown on the Plat. In the event any lot owners shall fail to contribute their pro rata share as established herein, such failure shall give rise to a lien in favor of the remaining lot owners or in favor to any association of property owners subsequently established by said lot owners. Said lien shall be enforceable by filing of a Notice of Lien in the Register of Deeds Office for Grainger County, Tennessee and by commencing legal action in a court of competent jurisdiction for the enforcement of such lien created hereby.

The easement created shall run with the land and shall both benefit each of the property owners utilizing said easement, their heirs, successors and assigns, and shall remain an easement until such time as the easement may in the future be deemed a public roadway to be maintained by the appropriate governmental authority. The obligations assumed hereunder shall be from and after the date hereof enforceable by any parties in interest entitled to the land served by the easement.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on the day and year first above written.

GGDA, A TENNESSEE GENERAL PARTNERSHIP

BY: _____
David Alley Jr.
ITS: GENERAL PARTNER

STATE OF TENNESSEE
COUNTY OF _____

Before me, the undersigned authority, a Notary Public in and for County and State aforesaid, personally appeared **David Alley 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 a **General Partner of GGDA, a Tennessee General Partnership**, the within named bargainer, a Tennessee General Partnership, and that he as such **General Partner**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **Partnership** by himself as **General Partner**.

Witness my hand and official seal at office this the _____ day of October, 2023.

My Commission Expires:

Notary Public