

PRELIMINARY – NOT RECORDED

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**DECLARATION OF EXCLUSIVE PERMANENT ACCESS EASEMENT  
AND MAINTENANCE AGREEMENT**

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**THIS AGREEMENT** is hereby made to be effective as of the \_\_\_\_ day of November, 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 xxx, of record in xxx, in the Register’s Office for Knox County, Tennessee, and said property is subdivided into Tracts 1 - 4 pursuant to a plat recorded as xxx, in the Register’s Office for Knox County, Tennessee (the “Plat”) and being tax identification number xxx; and

WHEREAS, Grantor desires to declare certain permanent access easement for egress and ingress, and to establish a maintenance agreement for a 25 foot access easement for a driveway, drainage and utilities for the benefit of the owners of Tracts 2, 3, and 4 as identified as that 25’ Permanent Private Nonexclusive Easement for Ingress, Egress, Drainage and Utilities to serve Tracts 2, 3, and 4 on the Plat, their successors and assigns, reference being made herein for a more particular description of said Easement Area.

**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 easement for the purpose egress and ingress for the use and benefit of the owners of Tracts 2, 3, and 4 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 2, 3, and 4 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 Knox 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.