

THIS INSTRUMENT PREPARED BY:

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**DECLARATION OF 30' SHARED PERMANENT ACCESS EASEMENT
WITH MAINTENANCE PROVISIONS**

The undersigned, GGDA, a Tennessee general partnership (the "Declarant"), hereby declare that it is the owner of certain real property situated in District No. 5 of Knox County, Tennessee, being known and designated as Lots 1 and 2 of the Final Plat of: GGDA, GP (hereinafter "Lot 1" and "Lot 2" and collectively the "Lots"), filed of record as Instrument No. _____ in the Knox County Register's Office (the "Subdivision").

Declarant, desiring to establish an exclusive permanent access easement for pedestrian and vehicular access to Lot 1 and Lot 2, hereby declares and grants to the present and/or future owners of Lot 1 and Lot 2, their heirs, successors, assigns, invitees, administrators, personal representatives and successors in interest, a permanent, exclusive access easement for pedestrian and vehicular access and ingress and egress upon, over and through the property described on Exhibit "A" attached (the "Easement Area"), which permanent easement shall run with the land.

The owners and future grantees of Lot 1 and Lot 2 shall equally bear the expense of maintaining the driveway as well as retaining walls, landscaping and any other improvements located within the Easement Area. Maintenance of the aforesaid driveway, landscaping, retaining walls and other improvements shall be performed when the lot owners elect to do so. Failure of a lot owner to contribute to such maintenance shall result in the right of the owner(s) paying for the same to file and enforce a lien against such non-contributing owner and such owner's lot. The Easement Area shall be maintained in a clean and neat condition. Maintenance shall include pot hole repair and periodic repaving of the driveway, snow and ice removal, trimming of vegetation and replacement thereof as needed and regular pickup and removal of trash and debris.

This Declaration of 30' Shared Permanent Access Easement with Maintenance Provisions is made by and between Declarant and the future owners of the aforesaid lots in the Subdivision. The term "future owner" shall include the successors, assigns, invitees, administrators, personal representatives and successors in interest of such owner.

The owners of the Lots shall each maintain liability insurance coverage with respect to their respective lots with coverage to be in such amount as customarily carried in connection with properties of similar use and occupancy in Knox County, Tennessee.

The provisions of this Declaration of 30' Shared Permanent Access Easement with Maintenance Provisions may be terminated, modified, rescinded or amended in whole or in part only with the prior written consent of the owners of the Lots or their successors in interest.

The undersigned hereby covenants that it is lawfully seized and possessed of the hereinbefore described real property and that it has a good and lawful right to convey the rights and privileges herein set forth and binds itself and its successors and assigns, to warrant and defend title to the easement and right-of-way herein described.

If any term or provision hereof is found by a court of competent jurisdiction to be illegal or unenforceable, such finding shall not be deemed to adversely affect any other term or provision hereof.

This Declaration of 30' Shared Permanent Access Easement with Maintenance Provisions shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Tennessee.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, or masculine, feminine or neuter gender, as the case may demand.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the ____ day of _____, 2024.

GGDA, a Tennessee general partnership

By: _____

Name: _____

Title: General Partner

STATE OF TENNESSEE)
)
COUNTY OF KNOX) SS

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, _____, 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 **General Partner** of **GGDA, a Tennessee general partner**, the within named bargainor, 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 such General Partner.

WITNESS my hand and official seal at office this ____ day of _____, 2024.

Notary Public

My Commission Expires: _____

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is \$50.00.

Affiant

Subscribed and sworn to before me this ____ day of _____, 2024.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

Lying and situated in the Fifth (5th) Civil District of Knox County Tennessee and being a 30' Shared Permanent Access Easement as shown on Final Plat of: GGDA, GP, filed of record as Instrument No. _____ in the Knox County Register's Office and being more particularly bounded and described as follows:

BEGINNING at a 1/2" iron rod in the southern right of way of McKamey Road, corner to Todd (Warranty Book 2193, page 729, Instrument Map No. 200109200022453); thence with the southern right of way of McKamey Road, North 48 deg. 35 min. 41 sec. East, 30.63 to an iron pin in the eastern right of way of the 30' Shared Permanent Access Easement, thence with the eastern right of way of the 30' Shared Permanent Access the following four (4) calls and distances: 1) South 53 deg. 01 min. 18 sec. East, 60.55 feet to an iron pin; 2) South 23 deg. 20 min. 26 sec. West, 58.10 feet to an iron pin; 3) South 33 deg. 55 min. 24 sec. West, 174.50 feet to an iron pin; and 4) South 01 deg. 57 min. 23 sec. West, 98.96 feet to an iron pin in line with Lot 2 as shown on Final Plat of: GGDA, GP; thence with Lot 2, North 44 deg. 02 min. 24 sec. West, 41.71 feet to an iron pin; thence with the western right of way of the 30' Shared Permanent Access the following four (4) calls and distances: 1) North 01 deg. 57 min. 23 sec. East, 78.58 feet to an iron pin; 2) North 33 deg. 55 min. 24 sec. East, 180.31 feet to an iron pin; 3) North 23 deg. 20 min. 26 sec. East, 31.72 feet to an iron pin; and 4) North 53 deg. 01 min. 18 sec. West, 43.12 feet to the **POINT OF BEGINNING**, being 0.25 acres (10887.5 square feet), according to the plat of Eddy R. Garrett, TN RLS No. 1544, dated February 9, 2024, bearing Drawing No. 24-015.

BEING a portion of the property conveyed to GGDA, a Tennessee general partnership, by deed dated March 11, 2024, filed of record as Instrument No. _____ in the Knox County Register of Deeds Office.