

Note: PRELIMINARY, NOT RECORDED

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

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 2, 3, 4, 5, 6, and 7 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 2, 3, 4, 5, 6, and 7 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 McMinn 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.