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2 PGS:AL-DEED MISC	
PARIS BATCH: 204250	
02/05/2025 - 11:25 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, ROANE COUNTY

SHARON BRACKETT

REGISTER OF DEEDS

This instrument prepared by:
Stanley F. Roden, #007128
10269 Kingston Pike
Knoxville, TN 33922
(865) 531-6151

DECLARATION OF EXCLUSIVE PERMANENT ACCESS EASEMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT is hereby made to be effective as of the 4th day of February, 2025, 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, plus other easements.

WHEREAS Grantor is the fee simple owner of certain real property conveyed by deed dated July 10, 2023 of record in **BOOK 1923, PAGE 97** and by deed dated July 13, 2023 of record in **BOOK 1923, PAGE 102**, both in the Register's Office for Roane County, Tennessee, and said property is subdivided into Lots 1 – 7, SOMERFIELD ESTATES pursuant to a plat named Moore Ridge and recorded in Map Book H, Page 410 in the Register's Office for Roane County, Tennessee (the "Plat") and being tax identification number 061-051.03; and

WHEREAS Grantor desires to declare permanent access easement for egress and ingress, drainage and detention basin and utilities and to establish a maintenance agreement for a driveway, detention basin, drainage and utilities for the benefit of the owners of Lots 1, 2, 3, 4, 5, 6 and 7, SOMERFIELD ESTATES as shown by plat named Moore Ridge of record in Map Book H, Page 410, Register's Office, Roane County, Tennessee.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Grantor hereby establishes, declares and dedicates two 50-foot-wide private access easements as shown by plat of record called Moore Ridge recorded in Plat Book H, Page 410, Register's Office, Roane County, Tennessee, to which reference is here made for a more particular description thereof. The first 50-foot-wide easement area is labeled "50' RIGHT OF WAY FOR LOTS 1, 2, AND 3" and this 50 foot right of way is within the boundary of Lot 4. The second 50 foot right of way is labeled "RIGHT OF WAY FOR LOTS 5 AND 6" and is within the boundary of Lot 7. In addition, there is an existing 20-foot-wide private access road that is hatched on the plat labeled "SOMERFIELD WAY". SOMERFIELD WAY meanders within the two 50 foot wide rights of way referenced above and the Grantor hereby establishes, declares and dedicates SOMERFIELD WAY for the purposes of providing ingress and egress, and the laying of utilities within 20 feet of each side of the existing edge of SOMERFIELD WAY (for a total width including utilities of 60 feet) for the use and benefit of the owners, their heirs, successors and assigns of Lots 1, 2, 3, 4, 5, 6, and 7, SOMERFIELD ESTATES shown by plat called Moore Ridge of record in Plat Book H, Page 410, Register's Office, Roane County, Tennessee. Each Lot shall have access from their lot to SOMERFIELD WAY. The Grantor further establishes, declares and dedicates as an easement a detention basin located on the south side of Somerfield Way, within the boundary of Lot 7 and Lot 4 approximately 300 feet east of Tate Coley Road. All of the above easements are to be an appurtenance to each lot and to run with the land regardless of reference in succeeding deeds or transfers.

Responsibility for the maintenance of the easements created hereby shall be equally shared by the owners of Lots 1, 2, 3, 4, 5, 6, and 7 of Somerfield Estates. 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 of 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 Roane County, Tennessee and by commencing legal action in a court of competent jurisdiction for the enforcement of such lien created hereby. If an owner(s) by their actions, or the actions of their invitees, servants, contractors or guests damage any of the easements that owner is to repair said damage at their expense. Failure of any owner to repair or maintain their pro-rata share and enforcement actions are necessary, is responsible for reasonable attorney fees and costs incurred by the enforcing owner. Each owner shall have a right to enforce this agreement in a court of competent jurisdiction in Roane County, Tennessee. The intent of this agreement is to share the rights, privileges, responsibilities and liabilities equally between all owners, unless an owner or owners by their actions, or the actions of their invitees, servants, contractors or guests create the liability or damage separate and apart from all owners collectively.

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 of 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 KNOX

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 bargainor, 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 4th day of February 2025.

My commission expires: 2/28/2027


Notary Public

