

This Instrument Prepared by:
Magill, Crye & Cizek
Attorneys at Law
125 N. Main Street
Clinton, Tennessee 37716

**DECLARATION OF JOINT, PERMANENT
EASEMENT AND MAINTENANCE AGREEMENT**

THIS AGREEMENT made and entered the _____ day of _____, 2017, by and between **BRAD NICELY, LINDA DARLENE SMITH, CRISSY CHAMBERS AND ELISE MILLER (hereafter “DAVIS ESTATE”)**.

W I T N E S S E T H:

WHEREAS, “DAVIS ESTATE” owns Lots 1, 2, 3, and 4 of the property as described in Instrument # _____ and more fully described as being part of the property conveyed to Dan W. Davis and wife, Barshie V. Davis in Book 1453, Page 427, in the Knox County Register of Deeds Office, to which reference is made for a more particular description of said property (Tax Parcel ID Nos. 023-095).

WHEREAS, the DAVIS ESTATE desires to share the driveway (“the driveway”)(40-foot Joint Permanent Easement) that is shown in Plat as recorded as Exhibit “A” (and attached hereto as **Exhibit “A”**) to Instrument # _____, running from Rutledge Pike to the property of the DAVIS ESTATE, and said parties to this instrument to expressly dedicate an easement for said driveway, to provide for the maintenance of same and to provide for the construction and maintenance of residential utility services.

NOW THEREFORE, the parties hereby mutually agree as follows:

1. The parties to this instrument shall each have and enjoy a non-exclusive, joint, permanent easement for ingress, egress and regress to and from Rutledge Pike, and running along and across the strip of land where the driveway is now located and shown on **Exhibit “A”**, attached hereto and made a part hereof. In addition, the parties shall each have and enjoy a non-exclusive easement across the strip of land where the driveway is now located for the construction, maintenance and replacement of all usual and customary residential utility services over, across, under and through said strip of land.

2. The Parties shall promptly pay their pro rata share of the cost of maintaining that portion of the driveway that is jointly used by the parties. The parties shall continue to maintain the driveway in at least as good a condition as it existed at the time of the execution of this Agreement. Any part of the driveway that is used only or exclusively by one party shall be exclusively maintained by that party. Each party shall be solely responsible for the cost of the

construction, maintenance and replacement of the residential utility lines serving his or her property.

3. If any party, or any agent, employee, contractor or subcontractor of any party, shall damage the driveway, the utility lines or the surface of the ground within the easement while constructing, maintaining or replacing any utility services, or operating any heavy vehicle or machinery over the driveway, or otherwise, then said party at his or her sole expense, shall repair and restore the driveway, utility lines or ground to the condition existing immediately before the damage.

4. If any party shall breach any provision of this Agreement, then the breaching party shall be liable for all costs and expenses incurred to enforce this Agreement, including a reasonable attorney's fee which shall be in addition to any and all remedies afforded at law or in equity.

5. The easement described herein shall run with the land of the parties as described above. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal successors, assigns and heirs.

6. The designation of the parties to this instrument in either the plural or singular shall be applied to mean either number, and where appropriate in the context hereof, shall mean any one or more of said parties; and the use of any pronoun herein shall include the masculine, the feminine and neuter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BRAD NICELY

LINDA DARLENE SMITH

CRISSY CHAMBERS

ELISE MILLER

STATE OF TENNESSEE
COUNTY OF _____

Personally appeared before me, the undersigned authority, a Notary Public in and for said County, the within named bargainers, BRAD NICELY, LINDA DARLENE SMITH, CRISSY CHAMBERS and ELISE MILLER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that THEY executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this _____ day of _____,
2017.

Notary Public

My Commission Expires: _____

