

This document prepared by  
and after recording return to:  
Mahaffey Pickens Tucker, LLP  
1550 North Brown Road, Suite 125  
Lawrenceville, GA 30043  
Attn: Austen T. Mabe

**DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS**

**THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**  
(this "**DECLARATION**") is made this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "**Effective Date**"), by [DECLARANT], a [STATE] [ENTITY] (the "Declarant").

**WITNESSETH**

**WHEREAS**, Declarant is the owner of all that certain parcel of land located in Jackson County, Georgia and being more particularly described on Exhibit "A", attached hereto and incorporated herein by reference, and being known as [PROJECT NAME] ("PROJECT NAME");

**WHEREAS**, on [DATE], Declarant recorded a subdivision plat of the PROJECT NAME in Plat Book \_\_, Page \_\_, Jackson County, Georgia Records (the "Plat");

WHEREAS, the Plat subdivides the PROJECT NAME into [NUMBER] (NUMERAL) parcels as follows: (i) Tract No. 1 (\_\_ acres) as shown and depicted as Tract No. 1 on the Plat ("Tract No. 1"); (ii) Tract No. 2 (\_\_ acres) as shown and depicted as Tract No. 2 on the Plat ("Tract No. 2"); (iii) Tract No. 3 (\_\_ acres) as shown and depicted as Tract No. 3 on the Plat ("Tract No. 3"); (iv) Tract No. 4 (\_\_ acres) as shown and depicted as Tract No. 4 on the Plat ("Tract No. 4"); (v) Tract No. 5 (\_\_ acres) as shown and depicted as Tract No. 5 on the Plat ("Tract No. 5"); and (vi) Tract No. 6 (\_\_ acres) as shown and depicted as Tract No. 6 on the Plat ("Tract No. 6") (Tract No. 1, Tract No. 2, Tract No. 3, Tract No. 4, Tract No. 5, and Tract No. 6 are individually referred to as a "Tract" and collectively referred to as "Tracts"); [REVISE ACCORDING TO NO. OF TRACTS]

WHEREAS, in connection with [DECLARANT'S] subdivision of the PROJECT NAME, the Declarant desires to provide for the integrated use of the Tracts, to establish certain covenants and restrictions upon the PROJECT NAME and various portions thereof, and to establish certain rights and easements for the benefit of various portions of the PROJECT NAME.

NOW THEREFORE, the Declarant declares that the Tracts are and shall be held, used, transferred, mortgaged, leased, sold, conveyed, and occupied subject to the terms conditions, covenants, restrictions, rights, obligations, duties, and easements pursuant to the terms and conditions as set forth herein, and occupied subject to the terms and conditions contained in this Declaration.

## ARTICLE I

### DEFINITIONS

In addition to any terms whose definitions are fixed and defined elsewhere in this Declaration, each of the following terms, when used herein with an initial capital letter, shall have the following meaning:

1.1 Building. “Building” or “Buildings” shall mean any building(s) and other vertical improvements constructed on the Tracts from time to time.

1.2 Common Areas. “Common Area” shall mean all areas, facilities, installations, and equipment within the bounds of the Tracts provided from time to time for the common use and benefit of the Owners of the Tracts, and their respective Permittees including, without limitation, the Driveway Facilities, Drainage Facilities, Detention Pond, and Utility Facilities, but expressly excluding therefrom (i) the area occupied by a Building and the loading docks and truck wells serving any Building, (ii) any utility facility solely one Tract, and (iii) the area surrounding a dwelling unit and established for the use and enjoyment of the occupant of such dwelling unit.

1.3 Improvements. “Improvements” shall mean any Building and related landscaping, storefront and freestanding signage, driveways and parking lots (including parking lot lighting) constructed on each Tract.

1.4 Laws. “Laws” shall mean laws, rules, regulations, orders, and ordinances of the city, county, state, and federal governments, or any department or agency thereof with appropriate jurisdiction over the Tracts.

1.5 Permittee. “Permittee” shall mean the officers, directors, employees, agents, tenants, subtenants, patrons, customers, visitors, guests, invitees, licensees and concessionaires of an Owner of a Tract.

1.6 Owner. “Owner” shall mean, as of any time, and individually or collectively, the owner(s) or ground lessee(s) of all or any portion of a Tract and the successors, assigns and successors-in-title of same.

## ARTICLE II

### INCORPORATION OF RECITALS; PROPERTY SUBJECT TO DECLARATION

2.1 Incorporation of Recitals. The recitals and definitions above are incorporated herein by this reference and shall form a substantive part of this Declaration.

2.2 Property Subject to Declaration. The Tracts shall be owned, held, used, transferred, mortgaged, sold, conveyed, and occupied subject to this Declaration.

### ARTICLE III EASEMENTS

3.1 Access Easements. Declarant hereby establishes, gives, grants, dedicates, declares and conveys to the Owners of all Tracts, and their respective Permittees, a perpetual non-exclusive easement for unrestricted vehicular and pedestrian ingress and egress over the driveways, drive-aisles, paved areas, walkways, access areas, sidewalks, and other improvements erected or located on each Tract which are now existing or which may hereafter from time to time be used or constructed on the PROJECT NAME for purposes of vehicular and pedestrian ingress and egress (collectively, the “Driveway Facilities”), as the same are general depicted on the Plat; provided, however, that the Owner of Tract No. \_\_\_\_ shall have the right, from time to time, to repair and replace such improvements, provided that reasonable steps shall be taken to provide alternate ingress and egress to all other Tracts during such repair or replacement. The access easement described herein includes, without limitation, the right to use the driveways providing access to and from the Tracts and the adjoining public right-of-ways for vehicular and pedestrian ingress and egress.

3.2 Drainage Easement for the Tracts. Declarant hereby establishes, gives, grants, dedicates, declares and conveys to the Owner of each Tract, and their respective Permittees, a perpetual, non-exclusive easement for the purpose of connecting into and using the storm drainage lines and facilities (whether now existing or hereafter constructed) (“Drainage Facilities”) located on the PROJECT NAME for the purpose of draining, collecting, and transporting storm water and related surface water run-off from Tracts to the detention ponds located on the PROJECT NAME (the “Detention Ponds”). The costs of maintaining, repairing, and operating the Detention Facilities and Detention Ponds shall be borne by the Owner of Tract \_\_\_\_ (the “Detention Facility Maintenance Costs”), subject to reimbursement as set forth in Section \_\_\_\_ below. The Drainage Facilities and Detention Ponds are depicted on the Plat.

3.3 Utility Easements for Tracts. Declarant hereby establishes, gives, grants, dedicates, declares and conveys to the Owner of the Tracts, and their respective Permittees, a perpetual non-exclusive easement over, under, along and across the PROJECT NAME for the purpose of connecting into and using the gas service line, electrical service line, and telephone and communication lines and other similar facilities (collectively, the “Utility Facilities”) as the same are depicted on the Plat in order to provide utility services to the Tracts. All such connection work shall be performed in compliance with applicable Laws. The Owner of Tract No. \_\_\_\_ shall be responsible for construction, maintenance, repair and replacement of the Utility Facilities that are located on the PROJECT NAME, subject to reimbursement as set forth in Section \_\_\_\_ below.

3.4 Sewer Easement for the Tracts. Declarant hereby establishes, gives, grants, dedicates, declares, and conveys to the Owners of the Tracts, and their respective Permittees, a perpetual non-exclusive easement to connect into and use the Sanitary Sewer Facilities located within the PROJECT NAME for the flow and passage of sanitary sewer from the Tracts. For purposes hereof, the term “Sanitary Sewer Facilities” are the sanitary sewer lines and related facilities depicted on the Plat. The Owner of Tract No. \_\_\_\_ shall be responsible for construction,

maintenance, repair and replacement of the Sanitary Sewer Facilities, subject to reimbursement as set forth in Section \_\_\_ below.

3.5 Water Easement for the Tracts. Declarant hereby establishes, gives, grants, dedicates, declares, and conveys to the Owners of the Tracts, and their respective Permittees, a perpetual non-exclusive easement to connect into and use the Water Facilities located within the Villages Shoppes at Creekside for the flow and passage of domestic water through the Water Facilities to serve the Tracts. For purposes hereof, the term “Water Facilities” includes the water lines and related facilities, as the same are depicted on the Plat. The Owner of Tract No. \_\_\_ be responsible for construction, maintenance, repair and replacement of the Water Facilities.

3.6 Additional Utility Facilities. In addition to the easements benefitting and burdening the Tracts as set forth in Section 3.1, 3.2, 3.3, 3.4, and 3.5 of this Declaration, Declarant hereby establishes, gives, grants, dedicates, declares, and conveys to the Owners of the Tracts, and their respective Permittees, a perpetual non-exclusive easement over, under, and across those parts of the Common Areas of the PROJECT NAME for the installation, use, maintenance, repair and replacement of water mains, water sprinkler system lines, telephone or electrical conduit or systems, gas mains and other utility facilities necessary for the operation of the Tracts (individually, an “Additional Utility Facility” and collectively, the “Additional Utility Facilities”); provided, that (i) the rights granted pursuant to such easements shall be exercised in such a manner as to not materially interfere with the existing normal operation of the Tracts; (ii) the exact location of any additional or relocated utilities shall be subject to the prior written consent of the Owner of the burdened Tract(s), which approval shall not be unreasonably conditioned, withheld, or delayed; and (iii) except in emergency, the right of the Owner of a Tract and their respective Permittees to enter upon a separate Tract for the exercise of any rights pursuant to such easements shall be conditioned upon providing reasonable advance written notice to the Owner of the burdened Tract. All such systems, structures, mains, conduits, lines, and other utilities shall be installed and maintained below the ground level or surface of the Tracts (except for such parts thereof that cannot be and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such locations as approved by the Owner of the burdened Tract). No building or similar structure shall be placed above any utility facility described in Sections 3.1, 3.2, 3.3, 3.4, and 3.5 of this Declaration. The cost of installing, maintaining, repairing, and replacing the Additional Utility Facilities shall be at the sole expense of the Owner of the Tract benefitting from such Additional Utility Facilities.

3.7 General Easement; Duty to Cooperate. The rights and easements granted in this Declaration are hereinafter collectively referred to as the “Easements”, and the areas encumbered by the Easements are hereinafter referred to as the “Easement Areas”. The Easements include the right of ingress and egress over, across and upon the applicable Tract for purposes incidental and necessary to the exercise of the Easements, including the rights, privileges, and obligations created herein; provided that each Owner of a Tract benefitted by an Easement shall use reasonable care so as not to interfere with the business operations conducted on a Tract burdened by an Easement. The Owners of the Tracts shall have a duty to cooperate with each other to facilitate proper access, drainage, and utility services to and from the Tracts.

3.8 Cross-Parking. The Owner of each Tract and its respective Permittees shall be prohibited from parking in the parking spaces located on the other Tracts.

3.9 Reimbursement for Common Expenses. For purposes of this Declaration, the term "Common Expenses" shall mean all fees and expenses incurred by the Owner of Tract No. \_\_\_\_ related to the Owner of Tract No. \_\_\_\_'s obligations under Sections 3.1, 3.2, 3.3, 3.4, 3.5, and 4.3 of this Declaration. Each Tract shall be responsible for reimbursing Common Expenses based on the following schedule: Tract No. 1 – \_\_\_\_%; Tract No. 2 – \_\_\_\_%; Tract No. 3 – \_\_\_\_%; Tract No. 4 – \_\_\_\_%; Tract No. 5 – \_\_\_\_%; and Tract No. 6 – \_\_\_\_%.

#### ARTICLE IV MAINTENANCE AND REPAIR

4.1 General Standards for each Tract. Except as otherwise provided in this Declaration, each Owner shall operate, maintain (or cause its respective tenant(s) to maintain) the Improvements located on its own Tract at all times in a safe, clean, sightly, good and functional first-class condition and state of repair, and in compliance with all applicable Laws and the provisions of this Declaration. The operation, maintenance and repair obligations shall include but not be limited to the following:

(i) General maintenance and repair of all Buildings, loading docks, lighting and paved surfaces, including all driveways, roadways, sidewalks and parking areas, and all curbing related thereto, in good order and repair and in a safe condition, patching, restriping, repairing, and resurfacing such paved or hardscaped areas when appropriate;

(ii) Removing papers, debris, refuse, ice and snow to the extent necessary to keep the parking areas, driveways, access ways, and sidewalks in a first-class, clean, and orderly condition;

(iii) Placing, keeping in repair, and replacing all signs on each Tract, including, without limitation, appropriate traffic directional signs and markers; and

(iv) Maintaining, repairing and replacing, when necessary, all traffic directional signs, markers and lines, and all informational signs such as "Handicapped Parking";

(v) Maintaining, repairing, and replacing all landscaped areas (including bulb replacement and weeding), and promptly removing and replacing diseased or dead shrubs, trees and other landscaping as necessary, and keeping any grassed areas neatly mowed and all such areas in a sightly and attractive condition free of underbrush and overgrown vegetation.

(vi) Maintaining, repairing and replacing, when necessary, all traffic directional signs, markers and lines, and all informational signs such as "Handicapped Parking";

(vii) Operating, maintaining, repairing and replacing, when necessary, artificial lighting facilities, including, but not limited to, poles, pole bases, wiring, lamps, ballasts, lenses, photocells, time clocks, and contactors. Maintaining and watering all landscaped areas (including, without limitation, those on the perimeter of the PROJECT NAME); maintaining, repairing and replacing, when necessary, automatic sprinkler systems and water lines; and replacing shrubs and other landscaping as is necessary;

(viii) Maintaining, repairing and replacing, when necessary, all retaining walls and fences; and

(ix) Supervision of traffic at entrances and exits to if necessary as conditions reasonably require in order to maintain an orderly and proper traffic flow.

4.2 Expenses for Maintenance Obligations. The Improvements located on each Tract shall be maintained by the Owner of that Tract, at such Owner's sole cost and expense. Nothing contained in this Declaration shall be deemed to relieve any Owner's tenant from such tenant's obligations under any lease with an Owner.

4.3 Common Areas. The Owner of Tract No. \_\_\_ shall maintain the Common Areas at all times in a safe, clean, sightly, good and functional first-class condition and state of repair, and in compliance with all applicable Laws and the provisions of this Declaration at the Owner of Tract No. \_\_\_'s sole cost and expense, subject to reimbursement pursuant to Section 3.9 of this Declaration. The Common Areas shall be operated, maintained, and repaired pursuant to the same standards as set forth in Section 4.1 of this Declaration.

4.4 Damage to Buildings. Notwithstanding anything to the contrary contained in this Agreement, once constructed, in the event of any damage to or destruction of a Building on any Tract, the Owner of such Tract shall, with due diligence, either: (a) repair, restore, and rebuild such Building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration), or (b) tear down and remove all portions of such damaged or destroyed Building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition.

## ARTICLE V INSURANCE

5.1 The Owners of the Tracts (collectively, the "Insurance Parties") shall maintain or cause to be maintained in full force and effect commercial general liability insurance with a financially responsible insurance company or companies licensed to do business in the State of Georgia insuring against claims on account of loss of life, bodily injury, or property damage that may arise from, or be occasioned by the condition, use or occupancy of its respective Tract or the improvements located thereon; such insurance to provide for a limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury and property damage combined, plus "umbrella" coverage of at least an additional Five Million Dollars (\$5,000,000.00) of liability insurance. Such insurance shall extend to the contractual obligation of the insured party arising out of the indemnification obligations set forth in this Declaration. Upon request, each party shall furnish to the other evidence that the insurance required to be carried by this Section 5.1 is in full force and effect.

## ARTICLE VI SHARED EXPENSES

6.1 All sums due hereunder (including any sums that may be due under Section 7.1, below) shall constitute a lien against the Tracts, as applicable. Such lien shall attach and take effect only upon recordation of a claim of lien in the Gwinnett County, Georgia Real Estate Records. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including

without limitation, a suit in the nature of a suit to foreclose a mortgage/deed of trust or mechanic's lien under the applicable provisions of the law of Georgia. The claim of lien shall include the following: (i) the name of the lien claimant; (ii) a statement concerning the basis for the claim of lien; (iii) an identification of the Owner of the Tract or interest therein against which the lien is claimed; (iv) a description of the Tract, as applicable; (v); and a statement that the lien is claimed pursuant to the provisions of this Declaration, reciting the date and document number of recordation hereof. The notice of lien claim shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the owner of the applicable Tract, by (a) personal service, (b) nationally recognized overnight delivery service, or (c) certified mail, return receipt requested.

Notwithstanding anything in the above section, any lien rights shall be and are subordinate to any lien created by mortgage, deed of trust or deed to secure debt encumbering any Tract.

## ARTICLE VII DEFAULT

### 7.1 Default.

(a) If any Owner fails to comply with any provision herein (the “**Defaulting Owner**”), then following delivery of the written notices discussed below the non-defaulting Owner (“**Non-Defaulting Owner**”) at its option and in addition to any other remedies it may have at law or equity may proceed to perform such defaulted obligation on behalf of Defaulting Owner (and shall have a license to do so) by the payment of money or other action for the account of Defaulting Owner. Before exercising any remedy, the Non-Defaulting Owner shall first notify the Defaulting Owner in writing at least thirty (30) days in advance. The foregoing right of the Non-Defaulting Owner to cure shall not be exercised if within the notice period (i) Defaulting Owner cures the default, or (ii) if the default is a non-monetary default and cannot be reasonably cured within that time period, but Defaulting Owner begins to cure such default within such time period and diligently pursues such action to completion. The thirty (30) day notice period shall not be required if an emergency exists that poses an immediate threat to life or property or if such default causes interference with the construction, operation or use of all or any portion of the applicable Tract which requires immediate attention; and in such event, the Non-Defaulting Owner shall give whatever notice to Defaulting Owner as is reasonable under the circumstances.

(b) Within ten (10) days of written demand therefor (including providing copies of invoices reflecting costs) Defaulting Owner shall reimburse the Non-Defaulting Owner for any sum actually and reasonably expended by Non-Defaulting Owner due to the default or in correcting the same, and, if such reimbursement is not paid within said thirty (30) days, together with Interest thereon, and if collection is required, Non-Defaulting Owner's reasonable attorneys' fees and costs of collection.

7.2 Remedies Cumulative. Any remedies provided for in Section 7.1 are cumulative and shall be deemed additional to any and all other remedies to which any party may be entitled in law or in equity and shall include the right to restrain by injunction any violation or threatened violation by any party of any of the terms, covenants, or conditions of this Declaration and by decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for any breach of any such term, covenant, or condition is not adequate.

ARTICLE VIII  
TERM

This Declaration and each term, covenant, restriction and undertaking of this Declaration, except as otherwise provided herein, shall run with and bind the Tracts and remain in effect perpetually. Section 4.1 of this Declaration shall continue in full force and effect until 11:59 P.M. Jackson County, Georgia local time on the twentieth (20th) anniversary of the Effective Date of this Declaration; provided, however, the applicable term shall be automatically renewed for three (3) separate and successive periods of twenty (20) years each or the longest period permitted by applicable Law, unless all Owners agree to terminate Section 4.1 and file, not later than ninety (90) days prior to the expiration of the then current term or renewal term, a notice to such effect in the Gwinnett County, Georgia Real Estate Records.

ARTICLE IX  
MISCELLANEOUS

9.1 Interest. Wherever in this Declaration it is provided that any party is to pay to any other party a sum of money with "Interest," the amount of interest to be paid shall be calculated upon the sum advanced or due from the time advanced or due until the time paid at the lesser of:

- (a) The highest rate permitted by law to be paid on such type of obligation; or
- (b) The per annum rate equal to two percentage (2%) points in excess of the "prime rate" of interest from time to time publicly announced by Wells Fargo, N.A. or its successors or assigns.

9.2 Estoppel Certificates. Upon written request from time to time by any Owner, each other Owner shall issue to such requesting party an estoppel certificate stating:

- (a) Whether the party to whom the request has been directed has given any notice to the requesting party of any default by such requesting party under this Declaration which remains uncured, and if there are such defaults of which notice has been given and which remain uncured, specifying the nature thereof;
- (b) Whether to such party's knowledge this Declaration has been supplemented, modified or amended in any way (and if it has, then stating the nature thereof); and
- (c) That to such party's knowledge this Declaration as of that date is in full force and effect.

9.3 Singular and Plural. Whenever required by the context of this Declaration, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

9.4 Negation of Partnership. None of the terms or provisions of this Declaration shall be deemed to create a partnership between the Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.



9.5 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Land to the general public, or for any public use or purpose whatsoever.

9.6 Severability. Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

9.7 Amendments. This Declaration may not be amended in whole or in part except by the written consent of at least seventy-five percent (75%) the Owners of the Tracts.

9.8 Captions and Capitalized Terms. The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of the Declaration. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Declaration.

9.9 Declaration Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Declaration shall entitle any party to cancel, rescind or otherwise terminate this Declaration. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder by reason of any such breach.

9.10 Time. Time is of the essence of this Declaration.

9.11 Non-Waiver. The failure of any-party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

9.12 Anti-merger. Notwithstanding the fact that the Tracts are now, or may hereinafter be from time to time, owned by the same person or entity, it is the express intention of the Declarant that this Declaration and the easements established hereby shall not merge into the fee simple estate of any such owner nor be lost by reason of abandonment or non-use, but that said Declaration and easements shall remain as separate and distinct estates.

9.13 Governing Law. This Declaration shall be construed in accordance with the laws of the State of Georgia.

9.14 Covenants Run With Land. Each and every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed by any party to this Declaration is made by such party not only for the benefit of the other parties hereto but also as owner of a Tract and shall be an equitable servitude on the Tract owned by such party appurtenant to and for the benefit of the Tract(s) owned by the other parties. Every obligation of this Declaration shall run with the land and shall be binding upon the party making or assuming such obligation and such party's successors and assigns and shall inure to the benefit of the other parties hereto and its successors and assigns. Any transferee of any part of a Tract shall automatically be deemed, by acceptance of the title to such parcel, or portion thereof, to have assumed all obligations contained in this Declaration relating thereto, and to have agreed with the then owner or owners of all other portions of the Tract to execute any and

all instruments and do any and all things reasonably required to carry out the intention of the provisions hereof. The transferor of any such part of the Tract shall, upon the completion of such transfer, be relieved of all further liability hereunder except for such liability as may have arisen during the transferor's period of ownership of such part of the Tract so conveyed and which remains unsatisfied. Any reference to an Owner of any Tract in this Declaration shall include such party's successors in title and assigns.

9.15 Notices. Any notice required or permitted to be delivered hereunder shall be in writing, signed by the party giving such notice or its attorney at law and shall be deemed to be delivered, whether or not actually received, (a) when the same has been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the party to whom such notice is sent, (b) when deposited for overnight delivery with a nationally recognized express mail carrier service such as FedEx, UPS or DHL, or (c) when personally delivered by commercial courier service or other messenger.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES APPEAR ON FOLLOWING PAGE]*

**IN WITNESS WHEREOF**, the party below has caused its duly authorized representative to execute this Declaration under seal to be effective as of the date first set forth above.

**DECLARANT:**

Signed, sealed and delivered in the presence of: [DECLARANT], a [STATE] [ENTITY]

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

[Notarial Seal or Stamp]