

Grandview – Phase II – 2010 Expansion

Supplement IV

Lots 55 – 75 and 95

This fourth Supplement to Declaration of Covenants and Restrictions dated March 2, 2021 was recorded in Book 414, Pages 476 – 483. This recording took place at 12:15 P.M. on March 2, 2021 at the office of the Register of Deeds, Sequatchie County, Tennessee.

This Supplement grants easement access to Lots 73 and 74 of Phase II Grandview through a paved cul-de-sac which was put in place in late 2020. The easement access granted by this fourth Supplement is essential for driveway access for Lot 73 and is available for driveway access for Lot 74, though a better driveway access is available off Clear Brooks Drive.

The original Declaration of Covenants and Restrictions for Grandview Phase II – 2010 Expansion was recorded on December 30, 2010 in Book 280, Pages 535 – 565.



8 PGS:AL-EASEMENT	
KENDRA BATCH: 65886	03/02/2021 - 12:15 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	40.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	42.00

STATE OF TENNESSEE, SEQUATCHIE COUNTY
KENDRA BOYD
 REGISTER OF DEEDS

Map/Parcel #: 085/004.00
 (Part of)

**DECLARATION OF NON-EXCLUSIVE EASEMENT
 FOR INGRESS, EGRESS AND UTILITIES:
 SUBJECT TO CONDITIONS SUBSEQUENT**

Witness this Declaration of Non-Exclusive Easement for Ingress, Egress and Utilities: Subject to Conditions Subsequent, (sometimes hereinafter referred to as "Easement"), by W.A. Bryan Patten, as Owner and Developer of Grandview Phase II (not recorded) in order to provide a means of access, ingress and egress from and to the present terminus of the public road, i.e. Clear Brooks Road (also known as Clear Brooks Drive) and in order to access, Subject to Conditions Subsequent set forth hereinafter, Lots 73 and 74 of said Grandview Phase II together with and in addition thereto such other properties of Grantor, his heirs, successors and assigns and whether or not now or hereafter titled to Grantor and which may have been hereafter granted rights in this non-exclusive easement.

Whereas, Patten, also known as Grantor, is the owner of the real estate located in the 8th Civil District of Sequatchie County, Tennessee and more particularly described as per the attached **Exhibit A**, incorporated and made a part hereof by reference; and

Whereas, Patten is also the owner of Lot 73 and Lot 74 of Grandview Phase II, which Lots abut the property more particularly described per the attached Exhibit A; and

Whereas, Grantor is in the process of a submittal/application to Sequatchie County, Tennessee to dedicate the real property more particularly described per the attached Exhibit A, to Sequatchie County for the purpose of the extension of Clear Brooks Road to a new terminus and “cul-de-sac” to be located on the property more particularly described as Exhibit A; and

Whereas, the submittal/application/dedication and acceptance process will likely extend over several months next following the execution and recordation of this Declaration of Non-Exclusive Easement for Ingress, Egress and Utilities: Subject to Conditions Subsequent and as it is necessary to provide for:

(a) a temporary easement for egress, ingress and utilities on, over and across the real property described per the attached Exhibit A to Lots 73 and 74 of said Grandview as above referenced and pending the completion of the public road extension process above referenced,

and/or

(b) to provide an Easement for ingress, egress and utilities to said Lots 73 and 74 from the present terminus of Clear Brooks Road to and from the said Lots 73 and 74 in the (unlikely) event that Sequatchie County declines to accept the real property more particularly described as per the attached Exhibit A as a “public road” and to thereby extend and relocate the terminus to point or points where it intersects with a boundary line(s) of Lots 73 and 74 of Grandview, Phase II so as to thereby provide access for said Lots 73 and 74 to the (then to be extended and relocated) public road,

and/or

- (c) to benefit any other lands, whether now owned or hereafter acquired by Grantor, his successors and assigns and which may be presently or hereafter contiguous to the property described per the attached Exhibit A and/or contiguous to such other properties as may be later be declared to be subject to and benefited by the terms of this Non-Exclusive Easement for Ingress, Egress and Utilities: Subject to Conditions Subsequent.

Now therefore, in consideration of the premises, W.A. Bryan Patten, also known as Grantor, and as the owner of the real property more particularly described per the attached Exhibit A, which is incorporated herein by reference, does hereby grant, declare and dedicate a Non-Exclusive Easement for ingress, egress and utilities to or for the benefit of and with respect to Lots 73 and 74 of Grandview Phase II located in Sequatchie County, Tennessee, said non-exclusive Easement being for, as stated, ingress and egress and utilities and on, over and across the real property more particularly described per the attached Exhibit A and for the benefit such other properties of Grantor, his heirs, successors and assigns and whether or not now or hereafter titled to Grantor and which may have been thereafter granted rights in the non-exclusive easement.

SUBJECT HOWEVER TO THE FOLLOWING TERMS, CONDITIONS, LIMITATIONS AND CONDITIONS SUBSEQUENT:

1. In that there is currently pending before the appropriate Civil Authorities of Sequatchie County, Tennessee an application to dedicate a public right-of-way and “cul-de-sac” for the extension of the public roadway known as Clear Brooks Road, when and if and assuming that Sequatchie County accepts the real property more particularly described per the attached Exhibit A as an extension of Clear Brooks Road and as a public road, in

whatever configuration, this Declaration of Non-Exclusive Easement Agreement for Ingress, Egress and Utilities: Subject to Conditions Subsequent appurtenant to it and derived from it shall be AUTOMATICALLY and IPSO FACTO of NO FURTHER EFFECT AND SHALL BE NULL AND VOID, whereupon the then owners of Lot 73 and Lot 74 of Grandview Phase II, and such other properties of Grantor, his heirs, successors and assigns and whether or not now or hereafter titled to Grantor and which may have been thereafter granted rights in the non-exclusive easement his, her, it's or their successors and assigns, shall have no right, title and/or interest in or to the real property more particularly described as per the attached Exhibit A, the "Easement Property", of any kind or nature whatsoever.

2. Beyond statements that application has been made for Sequatchie County to accept the offered dedication of the Easement property for Right of Way purposes, no commitments, promises, warranties, covenants or agreements or guarantees are or have been made by Grantor to any present or future Grantee and/or owner of Lots 73 and/or 74 of Grandview of any kind or nature whatsoever, and/or whether, when or if Sequatchie County will accept the property offered (more particularly described per the attached Exhibit A – the Easement Property) for the above stated right-of-way acceptance and dedication purposes.
3. If Sequatchie County accepts the real property more particularly described as per the attached Exhibit A as a public right-of-way then neither of the then owner(s) of Lots 73 and/or 74 shall be entitled to any compensation of any kind or nature whatsoever for any improvements and/or installation of facilities, driveways, utilities, etc. made to or on the Easement Property by any owner of Lots 73 and/or 74, whether either from Grantor

and/or from Sequatchie County. Moreover, either and/or both Sequatchie County and/or Grantor shall be entitled, authorized to remove any improvements installed by any owner of Lot 73 and/or of Lot 74 and such other properties of Grantor, his heirs, successors and assigns and whether or not now or hereafter titled to Grantor and which may have been thereafter granted rights in the non-exclusive easement without liability at any time or from time to time in the context of and/or the process for the application and preparation, such as required construction to county road standards, of the facilities on the "Easement Property", as described by Exhibit A whether during and/or contemporaneous with the submittal and/or acceptance processes by Sequatchie County, Tennessee.

4. No utilities or utility services or lines shall be installed without the express written consent of Grantor as to the location and method(s) of installation.
5. No driveway(s) shall be constructed across the easement, including as to location, as to materials used, width, any other configuration or in any other particulars without the express written consent of the Grantor.
6. This Declaration of Non-Exclusive Easement for Ingress, Egress and Utilities: Subject to Conditions Subsequent, shall be and is hereby declared for the benefit of Grantor and of and with respect to Lot 73 and Lot 74, Grandview Phase II, but is also reserved and may in the future be granted or provided for such other and further uses of, or and with respect to any other lands of Grantor and whether now owned or hereafter acquired by Grantor, his heirs, successors and assigns.
7. Grantor reserves the right to grant other, further easements on, over and across the real property described as per the attached Exhibit A and to further burden same at any time

and from time to time, for any reason and on any terms as Grantor shall deem appropriate.

8. Grantor reserves the right to submit the real property more particularly described per the attached Exhibit A for acceptance by Sequatchie County, Tennessee for public road dedication purposes, at any time, present or in the future, and whereupon acceptance by Sequatchie County, Tennessee all easement rights declared hereby and of or claimed, or acquired and whether in the nature of a present, further and/or legal or equitable nature, and whether or not inchoate, of the then respective owners and/or mortgagees and/or in favor of Lot 73 and Lot 74 of the Grandview Phase II and such other properties of Grantor, his heirs, successors and assigns and whether or not now or hereafter titled to Grantor and which may have been thereafter granted rights in the non-exclusive easement shall automatically be extinguished, abate and become, ipso facto by virtue of such acceptance by Sequatchie County, Tennessee, null and void and of no other or further force and effect.
9. The provisions hereof shall be and are appurtenant and shall run with the land, subject however to any and all conditions subsequent set forth herein.
10. All further conveyances of the real property more particularly described per the attached Exhibit A "Easement Property", and of Lot 73 and/or of Lot 74 Grandview Phase II shall be subject to the terms, conditions and provisions hereof and shall make specific reference to the Book and Page numbers in the Register's Office of Sequatchie County, Tennessee where this Declaration of Non-Exclusive Easement for Ingress, Egress and Utilities: SUBJECT TO CONDITIONS SUBSEQUENT, is recorded.

Signature Immediately Following

W.A. Bryan Patten

W. A. BRYAN PATTEN, GRANTOR

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 18 day of February, 2021, before me personally appeared W.A. Bryan Patten, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed and for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Janet A. Lawrence

Notary Public

My Commission Expires: My Commission Expires 11/13/2023



EXHIBIT A

A parcel of land situated in Sequatchie County, Tennessee being a part of Grandview Phase II. This description describes part of Clear Brooks Road at the terminus of said road with description as follows: To find the point of beginning begin at the remote point of beginning which is the Southeast corner of Lot 75 Grandview Phase II; thence with a series of bearings and distances to the true point of beginning of said parcel as follows: South 79 degrees 43 minutes 58 seconds East 160.41 feet to the point of curve, with a curve measured to the right an arc distance of 83.48 feet to a point of tangent. Said curve has a radius of 576.33 feet and is subtended by a chord South 75 degrees 34 minutes 59 seconds East 83.41 feet, South 71 degrees 26 minutes 01 seconds East 18.10 feet to a point of curve with a curve measured to the left an arc distance of 98.06 feet to a point of tangent, said curve has a radius of 114.26 feet and is subtended by a chord South 83 degrees 58 minutes 50 seconds East 95.08 feet, North 59 degrees 23 minutes 41 seconds East 72.15 feet to a point of curve, with a curve measured to the left an arc distance of 3.55 feet to the true point of beginning of said parcel, said curve has a radius of 406.74 feet and is subtended by a chord North 44 degrees 32 minutes 06 seconds East 3.55 feet; thence with and along the right of way of the terminus of Clear Brooks Road with a series of bearings and distances as follows: With a curve measured to the left an arc distance of 60.83 feet said curve has a radius of 406.74 feet and is subtended by a chord North 40 degrees 00 minutes 03 seconds East 60.77 feet, with a curve measured to the right an arc distance of 121.10 feet to a point, said curve has a radius of 60.00 feet and is subtended by a chord South 74 degrees 01 minutes 41 seconds East 101.57 feet, South 61 degrees 43 minutes 14 seconds West 65.94 feet to a point, said point being the Northeast corner of Lot 72 Grandview Phase II South 59 degrees 23 minutes 41 seconds West 81.00 feet to a point, North 30 degrees 36 minutes 19 seconds West 50.91 feet to the true point of beginning of said parcel. This description is referenced to Hopkins Surveying Group Drawing Number 20-282-3 dated September 8, 2020.

Reference for prior title is made to deed recorded in Warranty Deed Book 45, Page 321; in the office of Register of Deeds, Sequatchie County Tennessee.