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mail en

JEREMY BATSON
2206 21ST AVE S
NASHVILLE TN, 37212

This Instrument Prepared By and Return To:
Sherrard Roe Voigt & Harbison, PLC
150 Third Avenue South, Suite 1100
Nashville, TN 37201

Book/Page: **GI 12417 / 318**
Instrument: 2021032600148
7 Page EASEMENT
Recorded by TLF on 3/26/2021 at 10:21 AM
MISC RECORDING FEE 35.00
DATA PROCESSING FEE 2.00

TOTAL FEES \$37.00
State of Tennessee Hamilton County
Register of Deeds **MARC GRAVITT**

NAME & ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:
<u>Owner of Fee –</u> Exchange North Building Association, Inc. 4521 TROUSDALE DR NASHVILLE, TN 37204	SAME
Tax Map/Parcel Nos.: 135N-B-007.01	

PARTIAL TERMINATION AND AMENDMENT OF EASEMENT FOR SHARED AMENITIES

This Partial Termination of Easement for Shared Amenities is made as of the Effective Date hereinafter described, by Exchange North Building Association, Inc., a Tennessee not for profit corporation (“Exchange North”), Exchange South Building Association, a Tennessee not for profit corporation (“Exchange South”), Grove at Hickory Valley Apartments, LLC (“Grove”), and First Farmers and Merchants Bank (“First Farmers”);

WITNESSETH:

WHEREAS, Exchange North is the successor in interest to Cameron Harbor, G.P., a Tennessee general partnership (hereinafter referred to as “Declarant”) as Declarant under the Declaration for Exchange North Building Condominium of record in Book GI 11395, page 457 in the Register’s Office for Hamilton County, Tennessee, as amended (“ROHC”), which governs the affairs of the owners of units in Unit 1 of the Exchange Master Condominium (hereinafter referred to as “Parcel 1”) created by the Declaration of Exchange Master Condominium of record in Book GI 11395, page 156 ROHC (the “Master Declaration”);

WHEREAS, Exchange South is the successor in interest to Declarant under the Declaration for Exchange South Building Condominium of record in Book GI 11395, page 486

ROHC, as amended, which governs the affairs of the owners of units in Unit 2 of the Exchange Master Condominium (hereinafter referred to as "Parcel 2") created by the Master Declaration;

WHEREAS, Parcel 1 is located at 804 Riverfront Parkway in Chattanooga, Hamilton County, Tennessee and Parcel 2 is located at 782 Riverfront Parkway in Chattanooga, Hamilton County, Tennessee;

WHEREAS, Grove, an affiliate of Declarant, owns nearby property located at 751 Riverfront Parkway in Chattanooga, Hamilton, Tennessee and further described as follows: Lot 1 as shown on the Final Plat of District at Cameron Harbor Lot 1 of record in Plat Book P3 109, page 38 in the Register's Office for Hamilton County (hereinafter referred to as "Parcel 3");

WHEREAS, First Farmers is the beneficiary of a Deed of Trust, Assignment of Leases, and Security Agreement of record in GI Book 10946, page 472 ROHC, which encumbers Parcel 3;

WHEREAS, Declarant and Grove entered into an Easement for Shared Amenities dated July 12, 2018, of record in Book GI 11398, page 845 ROHC (hereinafter referred to as the "Easement") providing for the hereinabove described Parcels to share in the use and maintenance of certain amenities constructed on Parcel 1 (hereinafter referred to as the "Shared Amenities"); and

WHEREAS, Exchange North, Exchange South, and Grove desire to terminate the rights and obligations of the Grove as the owner of Parcel 3 with respect to the Shared Amenities, and First Farmers has consented to such termination; and

WHEREAS, the Easement may be amended or terminated by the written instrument signed by each owner and mortgagee of the Parcels burdened or benefitted thereby; provided, however, any Parcel submitted to a condominium regime establishing a homeowner's association to administer common areas within such Parcel for the benefit of multiple owners is entitled to execute such amendment in lieu of the individual owners and mortgagees within such Parcel;

NOW, THEREFORE, in consideration of the premises, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Partial Termination of Shared Amenities Easement. The rights and obligations of the owner of Parcel 3 in regard to the Shared Amenities is hereby terminated. Exchange North and Exchange South acknowledge that Grove has no obligation for any costs incurred prior to the date hereof in regard to the Shared Amenities. The rights and obligations of the owner of Parcel 2 to use the Shared Amenities remain in full force and effect.

2. Amendment of Obligation for Contributions. From and after the date hereof all costs attributable to the Shared Amenities (including an industry standard charge for overhead and administrative expense and real property taxes attributable to the Shared Amenities) as reasonably determined by the manager of Parcel 1 shall be allocated between Parcels 1 and 2 based upon the respective numbers of residential dwelling units located upon the respective Parcels and billed to the owners of the respective Parcels on a monthly basis.

3. Continuing Agreement. Except as expressly amended hereby, all of the terms and conditions of the Easement shall continue and remain in full force and effect with respect to Parcels 1 and 2.

IN WITNESS WHEREOF, the parties have caused the foregoing instrument to be executed by their duly authorized partner or officer, to be effective as of the date of filing in the Register's Office for Hamilton County, Tennessee (the "Effective Date").

Exchange North Building Association, Inc.

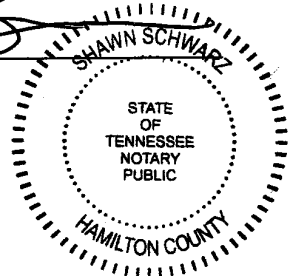
By: [Signature]
 Name: JOE Pfeiffer
 Title: President

STATE OF TENNESSEE)
)
 COUNTY OF ~~DAVIDSON~~)
 Hamilton

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Joseph Pfeiffer with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President of the Exchange North Association, Inc., the within named bargainor, a Tennessee not for profit corporation, and that he/she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as its President.

Witness my hand and seal at office in Chattanooga, Tennessee, this 1st day of March, 2021.

[Signature]
 Notary Public



My Commission Expires:
 My Commission Expires
September 10, 2023

Exchange South Building Association, Inc.

By: [Signature]
Name: Ashteyle Burns
Title: President

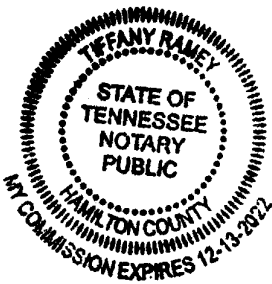
STATE OF TENNESSEE)
)
COUNTY OF ~~DAVIDSON~~ HAMILTON AKB

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Ashteyle Burns AKB AKB with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to the President of the Exchange North Association, Inc., the within named bargainor, a Tennessee not for profit corporation, and that he/she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as its President.


Witness my hand and seal at office in Chattanooga, Tennessee, this 5 day of March, 2021.

[Signature]
Notary Public

My Commission Expires:



GROVE AT HICKORY VALLEY APARTMENTS, LLC,
a Tennessee limited liability company

By: 
Aaron White, President

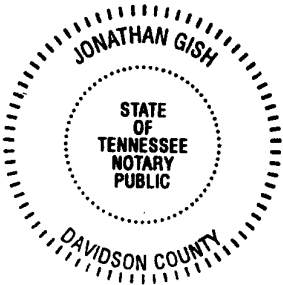
STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Aaron White with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to the President of Grove at Hickory Valley Apartments, LLC, the within named bargainer, a Tennessee limited liability company, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as President.

Witness my hand and seal at office in Nashville, Tennessee, this 12th day of February, 2021.


Notary Public

My Commission Expires:
7-3-23



FIRST FARMERS AND MERCHANTS BANK

By: [Signature]
Name: Rory A. Mallard
Title: Team Lead

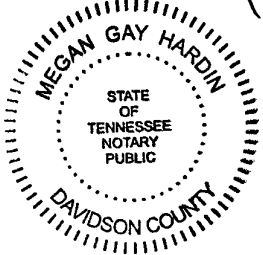
STATE OF TENNESSEE)
COUNTY OF Williamson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Rory Mallard with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to the Team Lead of First Farmers and Merchants Bank, the within named bargainor, and that he/she as such Team Lead, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Bank by himself/herself as its Team Lead.

Witness my hand and seal at office in Franklin, Tennessee, this 12th day of February, 2021.

[Signature]
Notary Public

My Commission Expires:
5/2/22



The actual consideration for the foregoing grant of easement is \$0.

[Signature]
Affiant

Sworn to and subscribed before me this 12th day of Feb, 2021.

[Signature]
Notary Public

My Commission Expires:
7-3-23

