

**Prepared by and when recorded  
return to:**

Taylor D. Forrester, Esq.  
Long, Ragsdale & Waters, P.C.  
1111 Northshore Drive, N.W.  
Suite S-700  
Knoxville, Tennessee 37919

BK/PG: D428/436-446

20012130

11 PGS AL-EASEMENT	
TAMMY BATCH: 162342	
11/13/2020 - 04:01:07 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	55.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	57.00
STATE OF TENNESSEE, LOUDON COUNTY	
TRACIE LITTLETON	
REGISTER OF DEEDS	

**DECLARATION OF RECIPROCAL EASEMENTS**  
**WITH COVENANTS AND RESTRICTIONS**  
(Lenoir City, TN)

THIS DECLARATION OF RECIPROCAL EASEMENTS WITH COVENANTS AND RESTRICTIONS (the "Declaration") made and entered into as of the 13 day of November, 2020 by **BROADWAY INVESTMENT COMPANY, LLC**, a Tennessee limited liability company (the "Declarant").

**WITNESSETH:**

WHEREAS, Declarant owns certain real property located in Lenoir City, Loudon County, Tennessee as shown on the map designated as "Final Plat of Dollar General – Eaton Crossroads" recorded with the Loudon County Register's Office at Cabinet 4, Slide 19, to which map reference is made and more particularly described in Exhibit A (the "Plat"); and

WHEREAS, the Property consists of three subdivided lots, which are identified as Lot 1, Lot 2 and Lot 3 on such Plat; and

WHEREAS, Declarant is the owner of that certain tract or parcel of land lying and being more particularly described on Exhibit B-1 (hereinafter referred to as the "Lot 1"); and

WHEREAS, Declarant is the owner of that certain tract or parcel of land lying and being more particularly described on Exhibit B-2 (hereinafter referred to as the "Lot 2"); and

WHEREAS, Declarant is the owner of that certain tract or parcel of land lying and being more particularly described on Exhibit B-3 (hereinafter referred to as the "Lot 3"); and

WHEREAS, Declarant desires to establish a joint, non-exclusive access easement over a portion of Lot 2, for the benefit of Lot 3; and

WHEREAS, Declarant desires to establish certain covenants and restrictions benefiting and burdening Lots, as hereinafter provided.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Declaration, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby

acknowledged by Declarant, does hereby covenant and agree that the Lots and all present and future owners and occupants of the Lots and all subdivided lots within the Lots shall be and hereby are subject to the terms, covenants, easements, and conditions hereinafter set forth in this Declaration, so that said Lots shall be maintained, kept, sold and used in full compliance with and subject to this Declaration and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

1. Definitions. For purposes hereof:
  - (a) The term "Lot" or "Lots" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Declaration as identified on Exhibit A, that is, Lot 1, Lot 2 and Lot 3, and any future subdivisions thereof.
  - (b) The term "Lot Owner" shall mean the owner of each separately identified parcel, lot or tract of real property constituting a part of the real property described on the Plat, that is, Lot Owner 1 (as to Lot 1 or any permissible subdivided lot therein), Lot Owner 2 (as to Lot 2 or any permissible subdivided lot therein), and Lot Owner 3 (as to Lot 3 or any permissible subdivided lot therein), and any and all personal representatives, heirs, successors or assigns of such persons or entities as the owner or owners of fee simple title to all or any portion or lot of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

The term "Permittees" shall mean the tenant(s) or occupant(s) of a Lot, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the owner of such Lot, and/or (ii) such tenant(s) or occupant(s) of any Lot.

- (c) The term "Site Plan" shall mean that site plan of the Lots attached hereto as Exhibit C and by reference made a part hereof. Except as may be otherwise provided in this Declaration, the Site Plan is for identification purposes only.

2. Benefits/Binding Effect. The rights, covenants, easements and obligations established in this Declaration shall run with the land and be for the benefit of the Lots and shall run with the land and be binding upon the Lots.

3. Easements. Declarant for itself, its successors and assigns, does hereby grant and convey to the owner of the Lot 3 for the benefit of the owner of Lot 3, its contractors, subcontractors, tenants, invitees, successors and assigns, and all parties having the right to use Lot 3, a permanent and perpetual non-exclusive right and easement at one time or from time to time to enter upon the portion of Lot 2 that is depicted and identified as the "Easement Area" on the Site Plan attached hereto as Exhibit C and (a) to use any driveways and related facilities in the Easement Area generally for access, ingress and egress so as to provide pedestrian and vehicular access between the Lot 3 and the public right of ways, (b) to install, maintain, repair and replace underground utility facilities such as water, gas, electric, telephone, storm sewer and

sanitary sewer lines along the Easement Area, provided that the installation, maintenance and repair of such utility lines shall not unreasonably interfere with the use of the Easement Area as a means of ingress and egress. It is understood and agreed that the use of the Easement Area shall include all uses reasonably related to providing access for the benefit of Lot 3 and for the use and maintenance of such improvements and facilities which may from time to time be reasonably required with respect thereto. Nothing herein shall prohibit or restrict Declarant from granting easement rights so that any property located within the Plat shall have rights of access to the Lots, across and from the Easement Area.

3.1 Declarant shall construct the driveway and related facilities in the Easement Area as shown on Exhibit C. The Lot 2 Owner shall be responsible for keeping and maintaining in good order, condition and state of repair, at its sole expense, the Easement Area, including any driveways, curbing, paving and lighting located therein. In the event that the Lot 2 Owner defaults in the obligation to so maintain the Easement Area, then the Lot 3 Owner shall have the right to perform such maintenance or repair upon ten (10) days advance written notice on behalf of the Lot 2 Owner and the Lot 2 Owner shall reimburse the Lot 3 Owner within ten (10) days of receipt of invoice for same. All rights granted in this Section 3 shall also be deemed granted to Lot 2 and Lot 3 owners' successors, assigns and tenants/lessees. Notwithstanding the foregoing, in the event any Lot Owner damages improvements on another Lot while exercising the rights granted hereunder, such damaging party shall promptly repair the damage at its sole costs and expense.

3.2 Reasonable Use of Easement. The easement herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Lot, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith. No Lot Owner or its Permittees shall at any time erect, construct, or cause to be erected or constructed, any fence, wall, curb or other barrier between the Lots. This Declaration does not dedicate the easement created herein to the general public, nor does this Declaration restrict the use and development of the Lots except as stated herein. It is the intent of this Declaration to grant access over the Easement Area without limiting the right of the Owner of any Lot to alter, demolish, redevelop or, subject to the provisions of this Declaration, improve the remainder of each Lot unless expressly stated herein to the contrary.

3.3 Indemnification. The Lot 3 Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Lot 2 Owner whose lot is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, Permittees, employees, agents, or others acting on behalf of such Owner or Owner's Permittees.

4. Restrictions. Declarant declares that each Lot shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Lot which is illegal. In addition to the foregoing, throughout the

term of this Declaration, neither all nor any portion of any Lot shall be leased, rented, occupied, or allowed to be leased, rented or occupied, directly or indirectly, for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Dollar Zone, Variety Wholesale, Dollar Express, Ninety-Nine Cents Only, Deals, Bonus Dollar, Maxway, Super Ten, Planet Dollar, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept including but not limited to Super Wal-Mart, Wal-Mart, Wal-Mart Neighborhood Market, or Walmart Express.

5. Use Restrictions on Lots. Declarant declares neither all nor any portion of any Lot shall be leased, rented, occupied, or allowed to be leased, rented or occupied, directly or indirectly, for any of the following: (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant; (b) as a discotheque, dance hall or night club; (c) as a massage parlor; (d) funeral parlor; (e) bingo parlor; (f) car wash; (g) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, vapors, or any sound which can be heard outside of any buildings on the Lots, except that any usual paging system be allowed; (h) any assembling, manufacturing, distilling, refining, smelting, or mining operation; (i) any "second hand" store or liquidation outlet; (j) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard; (k) any dumping or disposing (exclusive of garbage compactors located near the rear of any building); (l) any dry cleaners performing on-site cleaning services; (m) any automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation [the operation of an Advance Auto Parts store on Lot 2 is considered a permitted use pursuant to the Declaration]; (n) any living quarters, sleeping apartments or lodging rooms; (o) any veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business); (p) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater; (q) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (r) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; (s) any use which creates fire, explosives or other hazards; and (t) facilities for the use of treating addiction including but not limited to inpatient or outpatient substance abuse treatment facilities, pharmacological treatment facilities, safe injection sites and methadone maintenance therapy or clinics.

6. Manner of Performing Work. Whenever a party shall perform any construction, maintenance, repairs or replacements on its Lot or as otherwise permitted herein, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.

7. Insurance. The owners of the Lot 2 and Lot 3 shall each maintain or cause to be maintained in full force and effect commercial general liability insurance with respect to such activities with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury to or personal injury or death of any person and consequential

damages arising therefrom, and for property damage arising out of any one occurrence, and with minimum excess or umbrella policy limits in commercially reasonable amounts per occurrence insuring against personal injury, bodily injury and property damage, and the other party shall be an additional insured under such policy. Such insurance shall be procured from a company licensed in the State of Tennessee. Such insurance shall provide that it shall not be cancelable without thirty (30) days prior, written notice to additional insureds. Upon request, each party shall provide a certificate of such insurance coverage to the other.

8. Extent of Liability. Notwithstanding any other provision contained in this Declaration to the contrary, Declarant hereby expressly agrees that the obligations and liability of the respective Lot Owners shall each be limited solely to such party's interest in its respective Lot, as such interest is constituted from time to time. Declarant further declares and agrees that any claim against a party hereto shall be confined to and satisfied only out of, and only to the extent of, such party's interest in its Lot, as such interest is constituted from time to time. Nothing contained in this paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its Lot, as such interest may be constituted from time to time.

9. Duration. The provisions of this Declaration shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law.

10. Miscellaneous. This Declaration shall be governed in accordance with the laws of the State of Tennessee. The paragraph headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof. Nothing in this Declaration shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Declaration or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. This Declaration may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Declaration or their respective successors or assigns, and only with the prior written consent of Dollar General Corporation, so long as it, its successors, assigns or assignees is leasing or otherwise occupying the property. Time is of the essence of this Declaration.

IN WITNESS WHEREOF, Declarant has set its hands and seals as of the day, month and year first above written.

**DECLARANTS:**

BROADWAY INVESTMENT COMPANY,  
LLC, a Tennessee limited liability company

By: [Signature]  
Title: Secretary

STATE OF Tennessee  
COUNTY OF Knox

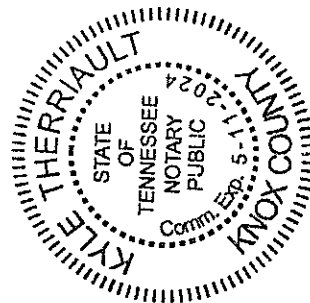
Before me, the undersigned, a notary public of the State and County aforesaid, personally appeared Brian Brown, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be Secretary of BROADWAY INVESTMENT COMPANY, LLC, the within-named bargainor, a Tennessee limited liability company, and that he as such Secretary, executed the Declaration of Reciprocal Easements with Covenants and Restrictions for the purpose therein contained, by signing the name of the company by himself as Secretary.

WITNESS my hand and seal at office in Knox County, TN, this 13<sup>th</sup> day of November, 2020.

[Signature]

Notary Public

My commission expires: May 11, 2024





**EXHIBIT B-1**

[Lot 1]

LEGAL DESCRIPTION – Lot 1, Dollar General - Eaton Crossroads Subdivision

SITUATED, LYING, AND BEING in the 5th Civil District of Loudon County, Tennessee, and being more particularly bounded and described as follows to wit:

Beginning at an iron rod found on the southern right of way of US Highway 321N, a common corner with Lawrence Troendle; thence leaving the line of Troendle and with the southern right of way of US Highway 321N the following two calls: 1) S51°42'04"E, a distance of 75.95 feet to an iron rod found; 2) S52°16'18"E, a distance of 25.78 feet to an iron rod set, a common corner with Lot 2; thence leaving the southern right of way of US Highway 312N and with the line of Lot 2, S36°07'55"W, a distance of 269.05 feet to an iron rod set on the northern right of way of US Highway 70W; thence leaving the line of Lot 2 and with the northern right of way of US Highway 70W, N61°05'04"W, a distance of 141.48 feet to an iron rod set, a common corner with Superior Builders, LLC; thence leaving the northern right of way of US Highway 70W and with the line of Superior Builders, LLC the following two calls: 1) N30°14'53"E, a distance of 129.62 feet to an iron rod found; 2) N53°58'34"E, a distance of 169.64 feet to the POINT OF BEGINNING. Containing 38,130 square feet or 0.88 acres, according to the survey by Daniel P. Humphreys, R.L.S. Number 2060, of Beginning Point Land Surveying, LLC, 234 Ladd Ridge Road, Kingston Tennessee, 37763, dated July 1, 2020, said survey bearing file number "2020036". All bearings are referenced thereon to Grid North of the Tennessee Lambert Grid System.



**EXHIBIT B-2**

[Lot 2]

LEGAL DESCRIPTION – Lot 2, Dollar General - Eaton Crossroads Subdivision

SITUATED, LYING, AND BEING in the 5th Civil District of Loudon County, Tennessee, and being more particularly bounded and described as follows to wit:

Beginning at an iron rod set on the southern right of way of US Highway 321N, a common corner with Lot 1; thence leaving the line of Lot 1 and with the southern right of way of US Highway 321N the following two calls: 1) S52°16'18"E, a distance of 94.05 feet to an iron rod found; 2) S52°22'25"E, a distance of 160.87 feet to an iron rod set, a common corner with Lot 3; thence leaving the southern right of way of US Highway 321N and with the line of Lot 3, S36°07'55"W, a distance of 229.97 feet to an iron rod set on the northern right of way of US Highway 70N; thence leaving the line of Lot 3 and with the northern right of way of US Highway 70N, N61°05'04"W, a distance of 256.87 feet to an iron rod set, a common corner with Lot 1; thence leaving the northern right of way of US Highway 70N and with the line of Lot 1, N36°07'55"E, a distance of 269.05 feet the northern right of way of US Highway 70N to the POINT OF BEGINNING. Containing 63,571 square feet or 1.46 acres, according to the survey by Daniel P. Humphreys, R.L.S. Number 2060, of Beginning Point Land Surveying, LLC, 234 Ladd Ridge Road, Kingston Tennessee, 37763, dated July 1, 2020, said survey bearing file number "2020036". All bearings are referenced thereon to Grid North of the Tennessee Lambert Grid System.

**EXHIBIT B-3**

[Lot 3]

LEGAL DESCRIPTION – Lot 3, Dollar General - Eaton Crossroads Subdivision

SITUATED, LYING, AND BEING in the 5th Civil District of Loudon County, Tennessee, and being more particularly bounded and described as follows to wit:

Beginning at an iron rod set on the southern right of way of US Highway 321N, a common corner with Lot 2; thence leaving the line of Lot 2 and with the southern right of way of US Highway 321N, S52°22'25"E, a distance of 482.67 feet to an iron rod found on the northern right of way US Highway 70N; thence leaving the southern right of way of US Highway 321N and with the northern right of way US Highway 70N the following seven calls: 1) S44°36'04"W, a distance of 39.97 feet to a concrete right of way monument found; 2) N82°33'16"W, a distance of 258.25 feet to an iron rod set; 3) S06°36'04"W, a distance of 14.33 feet to an iron rod set; 4) N70°55'18"W, a distance of 135.06 feet to an iron rod set; 5) N66°21'42"W, a distance of 123.44 feet to an iron rod set; 6) N51°59'25"E, a distance of 27.87 feet to a concrete right of way monument found; 7) N61°05'04"W, a distance of 15.23 feet to an iron rod set, a common corner with Lot 2; thence leaving the northern right of way US Highway 70N and with the line of Lot 2, N36°07'55"E, a distance of 229.97 feet to the POINT OF BEGINNING. Containing 79,347 square feet or 1.82 acres, according to the survey by Daniel P. Humphreys, R.L.S. Number 2060, of Beginning Point Land Surveying, LLC, 234 Ladd Ridge Road, Kingston Tennessee, 37763, dated July 1, 2020, said survey bearing file number "2020036". All bearings are referenced thereon to Grid North of the Tennessee Lambert Grid System.

