

**TRUSTEE'S DEED**

THIS DEED made and entered into this the 6<sup>th</sup> day of April, 2009, by and between KENNETH CLARK HOOD, Trustee, of Greeneville, Tennessee, as Party of the First Part, and GREENBANK, as party of the Second Part.

**WITNESSETH**

THAT WHEREAS, by Deed of Trust dated the 7<sup>th</sup> day of September, 2007, and of record in Roll 571, Image 1405 and modified in Roll 617, Image 1455 (see Scrivner's Affidavit in Roll 578, Image 1234) in the Register's Office for Washington County, Tennessee, STARWOOD PROPERTIES, INC., conveyed, in trust, to KENNETH CLARK HOOD, Trustee, the real property hereinafter described to secure the payment of a certain promissory note in the original principal sum of \$363,750.00 payable as set out in the said deed of trust, and which deed of trust is incorporated herein by reference; and

WHEREAS, default has been made in the payment of said note on the due date thereof, and the holder and owner thereof instructed the said Trustee to foreclose the said deed of trust, and the said Trustee after having advertised the said property for sale as provided for in terms of the said deed of trust, sold the same at public auction on the front steps of the Washington County Courthouse in Jonesborough, Tennessee, on the 6<sup>th</sup> day of April, 2009, at which time and place the Party of the Second Part became the last, highest, and best bidder for the sum of **\$275,000.00** and the assumption of any unpaid taxes or assessments; and, wherefore, the Party of the First Part has bargained and sold and does, by these presents, transfer and convey unto the Party of the Second Part, its successors and assigns, the following described real property, to-wit:

SITUATE in the 9<sup>th</sup> Civil District of Washington County, Tennessee, and being more particularly described as follows:

BEING Lot 1A, containing 2.803 acres, a shown on REPLAT OF LOT 1, WOOD PROPERTY REPLAT, a map or plat of said subdivision being of record in the Register's Office for Washington County, Tennessee, in Plat Book 17, page 165, to which reference is here made.

BEING the same property conveyed to Starwood Properties, Inc., by deed of Stuart E. Wood, Jr., Meredith Lynne Wood and Stuart Franklin Wood, dated September 7, 2007, which appears of record on Roll 571, Image 1402, in the Register's Office for Washington County, Tennessee.

TO HAVE AND TO HOLD together with the hereditaments and appurtenances thereto appertaining, to the Party of the Second Part, its successors and assigns, in fee simple, forever. This conveyance is made as Trustee only, and all of my actions with

THE PERSON RESPONSIBLE FOR PAYMENT OF TAXES IS PROPERTY OWNER  
Name Greenbank  
Address PO Box 1180  
Greeneville TN 37743-1180  
Map 551 Group A Parcel 1.04

STATE OF TENNESSEE  
NOTARY PUBLIC  
Commission Expires: 03/2012  
Subscribed and sworn to before me this 06 day of April, 2009.  
Affiant Kenneth Clark Hood

THIS INSTRUMENT PREPARED BY:  
ROGERS, LAUGHLIN, MUMFALL, HOOD & CRUM, P.C.  
100 SOUTH MAIN STREET  
GREENEVILLE, TN 37743  
TELEPHONE: 1-423-639-5183

respect to the premises were done solely as Trustee and under the powers vested in me under said Trust Deed.

The sale was advertised and made as Trustee only, without covenants of seizen or warranties of title, subject to any liens, encumbrances, easements, rights-of-way, set back lines, restrictions, covenants, and any unpaid taxes and or assessments affecting the subject property which have priority over the lien of the trust deed foreclosed, and this conveyance is made accordingly.

WITNESS the signature of the Party of the First Part on the day and year first written above.

  
KENNETH CLARK HOOD,  
Trustee

STATE OF TENNESSEE X  
COUNTY OF GREENE X

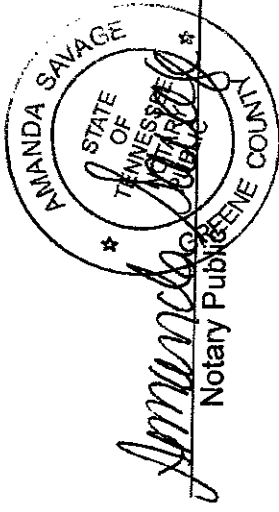
On the 17 day of April, 2009, before me personally appeared KENNETH CLARK HOOD, Trustee, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed and for the purposes therein contained.

Given under my hand and official seal at office in Greeneville, Tennessee, the day and year above written.

My Commission Expires:

9-23-2012

L:\Foreclosure\GB\Starwood\08-40034 (Roan Street)\Deed



ROLL/IMG: 640/2023-2024  
09007280

2 PGS : AL - TRUSTEES DEED	
JACKIE BATCH: 17154	
04/20/2009 - 09:20 AM	
VALUE	275000.00
MORTGAGE TAX	0.00
TRANSFER TAX	1017.50
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1030.50

STATE OF TENNESSEE, WASHINGTON COUNTY  
GINGER B. JILTON  
REGISTER OF DEEDS

Prepared by:  
Brandt and Beeson, P.C.  
Attorneys at Law  
206 Princeton Road, Suite 25  
Johnson City, TN 37601

State of Tennessee, County of WASHINGTON  
Received for record the 02 day of  
AUGUST 2002 at 9:55 AM. (REC# 293349)  
Recorded in official records  
film Roll 283 Image 2394-2405  
State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$ 62.00, Total \$ 62.00,  
Register of Deeds GINGER E. JILTON  
Deputy Register ANY PARKER  
**ROLL 283 IMAGE 2394**

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

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made and entered into this 30<sup>th</sup> day of July, 2002 by and between STUART E. WOOD, JR., MEREDITH LYNNE WOOD now known as MEREDITH W. SEELEY by and through her attorney-in-fact Stuart E. Wood, Jr. and STUART FRANKLIN WOOD (hereinafter, collectively, "Wood") and MARATHON REALTY CORPORATION, a Virginia corporation (hereinafter "Marathon"), all parties hereto being collectively referred to as "Declarant".

RECITALS

- A. Wood purchased a tract or parcel of land in the 9<sup>th</sup> civil district of Washington County, Tennessee containing approximately 32.0 acres, more or less, and being the property described in that certain Warranty Deed dated November 19, 1991 of record in official records film Roll 3, Image 1388 in Register's Office for Washington County, Tennessee (hereinafter the "Property").
- B. Wood has subdivided the Property by subdivision plat entitled "WOOD PROPERTY REPLAT" of record in the Register's Office for Washington County, Tennessee in Plat Book 17, Page 164 and also by subdivision plat entitled "REPLAT OF LOT 1, WOOD PROPERTY REPLAT" of record in said Register's Office in Plat Book 17, Page 165
- C. Marathon has this day purchased from Wood Lot 1B, as shown by Replat of Lot 1, Wood Property Replat of record in said Register's Office in Plat Book 17, Page 165 and intends to construct thereon a grocery store in excess of 36,000 square feet along with other retail space of approximately 7,200 square feet all as shown on "Proposed Utilities Plan for K-V-A-T Food Stores" dated March 28, 2002, revised April 9, 2002 and May 9, 2002, prepared by Appalachia Design Services, Inc. (hereinafter the "Site Plan").
- D. Wood intends to simultaneously or thereafter develop or allow or cause the development of its remaining lands as commercial sites as permitted by local zoning.
- E. In order to provide for the orderly development of the property of Marathon and the property of Wood, Declarant desires to impose certain easements upon the Property and to establish

certain covenants, conditions and restrictions with respect to the Property for the mutual and respective benefit and complement of the properties of Marathon and Wood and the future owners and occupants thereof on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Declarant does hereby declare that the Property and all present and future owners and occupants of the Property shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Declaration, so that the Property shall be maintained, kept, sold and used in full compliance with and subject to this Declaration and, in connection therewith, Declarant covenants and agrees as follows:

AGREEMENTS

1. Easement for Drainage.

1.1 There is hereby established an easement for drainage in favor of the remaining lands of Wood over a stormwater detention area to be located and constructed upon Lot 1B by Marathon in accordance with the engineering specifications located upon the site plan, a portion of which is attached hereto as Exhibit "A" including the rip rap areas and 30" pipe.

1.2 Declarant acknowledges that the plat of "Replat of Lot 1, Wood Property Replat" sets out a "approximate center for proposed drainage structures" with a notation that "15 foot wide drainage and utility easement is to be centered on drainage structures where they are built, easement is to extend to the property line as shown."

1.3 Wood and Marathon agree that the plat location is approximate and that the location of the drainage facilities are to be as shown on the Exhibit "A", Site Plan and the parties agree that the Exhibit "A", Site Plan supercedes the drainage facilities shown on Plat Book 11, Page 165

2. Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, Declarant hereby declares that all parcels within the Property shall be benefitted and burdened by the following non-exclusive, perpetual and reciprocal easements which are hereby imposed upon the Property and all present and future owners and permittees the Parcels:

(a) Easements for Ingress and Egress. An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereinafter constructed so as to provide for the passage of motor vehicles and pedestrians between all parcels of the Property intended for such purposes and to and from all abutting streets or rights of ways furnishing access to any parcel.

(b) Easement for Parking. A reasonable, continuing non-exclusive easement for parking over those portions of the parcels designated as parking areas for the use and benefit of tenants, customers, employees, licensees, and invitees of the various parcels.

Any provision to the contrary herein notwithstanding, it is understood that the owner of each parcel may reasonably regulate parking on its own parcel.

(c) Easement for Underground Utilities. A reasonable, non-exclusive, perpetual easement over the various parcels for the location, use, maintenance, repair and replacement of underground utility lines provided that such use, maintenance, repair, replacement shall not unreasonably interfere with the use of the various parcels. If the utility line serves the property of the owner of Lot 1B as shown by Plat Book 17 Page 165 and any or all of the various other parcels, then the owner of Lot 1B shall be responsible for maintaining the utility line. If the utility line does not serve Lot 1B, then the owner of the other parcel or parcels (as the case may be) served by the utility line shall be responsible for the maintenance of the utility line, provided that said utility lines have not been taken by or transferred to a governmental or quasi-governmental authority. It is the intent of the parties that the eight inch (8") water line to be constructed upon the transportation area be dedicated to the City of Johnson City.

4. Transportation Easement Area.

4.1 Within the warranty deed from Wood to Marathon, Wood reserved unto themselves, their heirs, successors and assigns, a permanent easement for ingress and egress from and to South Roan Street (State Route 36) over the cross-hatched area as shown on Plat Book 17 Page 165, identified as "0.62 acre ingress/egress easement (hereinafter, the "Transportation Easement Area").

4.2 Marathon shall construct upon the Transportation Easement Area a road or drive as shown on Exhibit "A".

4.3 Marathon shall maintain the drives constructed upon the Transportation Easement Area in good order, condition and repair, normal wear and tear excepted. Marathon shall maintain all sidewalks and the surface of the parking and roadway areas, removing all refuse from and periodically sweeping all road areas to the extent necessary to maintain the same in a clean, safe and orderly condition.

4.4 The parties agree that the Wood may extend the driveways shown on Exhibit "A" and establish hereunder for the benefit of other parcels located upon the property. Any such extension shall be at Wood's expense and Wood shall maintain all sidewalks and the surface

of the parking and roadway areas, removing all refuse from and periodically sweeping all road areas to the extent necessary to maintain the same in a clean, safe and orderly condition.

4.5 In the event any portion of the Wood property is to be used for public warehousing of 50,000 square feet or larger then, in that event, Wood shall use best efforts to obtain alternate access other than the "Transportation Area" and shall notify Marathon and allow Marathon to join in the efforts to obtain alternate access. In the event that after such best efforts, the parties have been unable to obtain the necessary government approval for alternate access, then, in that event, vehicles may access the public warehousing of 50,000 square feet or larger upon the Wood property by way of the Transportation Area.

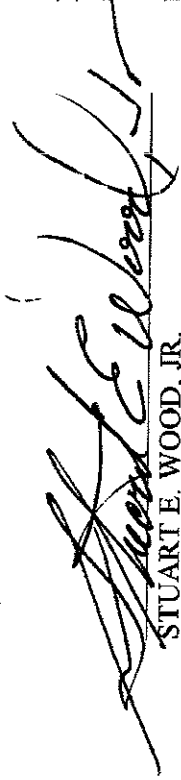
5. Grading Plan and Easement. Marathon agrees to grade the property in accordance with the plan entitled "Proposed Additional Grading for K-V-A-T Food Stores dated May 14, 2002 prepared by Appalachia Design Services, Inc. a reduced copy of which is attached hereto as Exhibit "B". Wood grants to Marathon an easement as necessary to remove soils from the remaining lands of Wood and to place such soils upon the Marathon property. Marathon covenants that it will grade the remaining land of Wood so as not to diminish the value of the remaining lands of Wood. Marathon covenants to reclaim, including re-seeding, in compliance with all requirements of the Tennessee Department of Environment.
6. Remedies and Enforcement. Except as limited below, in the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants restrictions or conditions hereof, any owner shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.
7. Amendment. The Declarant agrees that the provisions of this Declaration may be modified or amended in whole or in part or terminated only by the written consent of all record owners of any portion of the property evidenced by a document that has been fully executed and acknowledged by all such owners and recorded in the official records of the Register's Office for Washington County, Tennessee.
8. No Waiver. No waiver of any default of any obligation of any party hereto shall be implied from any omission by the other party to take any action with respect to such default.
9. No Agency. Nothing in this Declaration shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
10. Covenants Run with the Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and not create equitable servitudes in favor of the real property benefitted thereby, shall bind every

person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

11. Grantee's Acceptance. The grantee of any Parcel or portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.
12. Separability. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.
13. Time of Essence. Time is of the essence of this Declaration.
14. Entire Agreement. This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
15. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. The notice addresses of Marathon and Wood are as follows:  
Wood  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Marathon  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
16. Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Declaration.

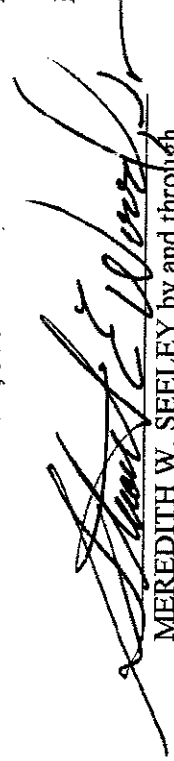
- 17. Estoppel Certificates. Each Owner, within twenty (20) days of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Declaration is in default or violation of this Declaration and if so identifying such default or violation; and (b) that this Declaration is in full force and effect and identifying any amendments to the Declaration as of the date of such certificate.
- 18. Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.


IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

  
 STUART E. WOOD, JR.

MARATHON REALTY CORPORATION,  
a Virginia corporation

By:   
 Its: President

  
 MEREDITH W. SEELEY by and through  
 her attorney-in-fact Stuart E. Wood, Jr.  
 Power of Attorney of record in Roll 283  
 Image 200, in the Register's Office for  
 Washington County, Tennessee

  
 STUART FRANKLIN WOOD

STATE OF TENNESSEE

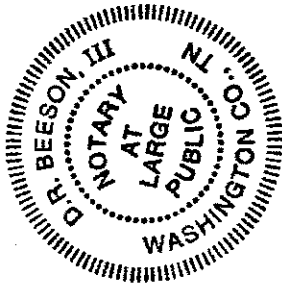
COUNTY OF Washington

Personally appeared before me, the undersigned authority, a Notary Public in and for the aforesaid State and County, STUART E. WOOD, JR., with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained on behalf of MEREDITH W. SEELEY, and who further acknowledged that he is the Attorney-in-Fact for MEREDITH W. SEELEY, the within named bargainer, and is authorized by her to execute the instrument on her behalf.

IN TESTIMONY WHEREOF, witness my hand and official seal at office in the aforesaid State and County, on this the 30<sup>th</sup> day of July, 2002.

D.R. Beeson, III  
Notary Public

My Commission Expires: 04-24-06



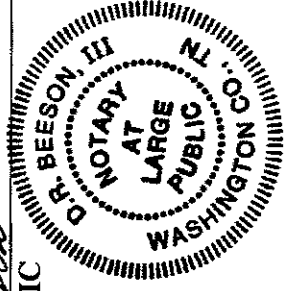
STATE OF TENNESSEE

COUNTY OF Washington

Personally appeared before me, the undersigned Notary Public in and for said County and State, **STUART FRANKLIN WOOD**, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal on this the 30<sup>th</sup> day of July, 2002.

A.R. Beeson III  
NOTARY PUBLIC



My Commission Expires: 07-24-06

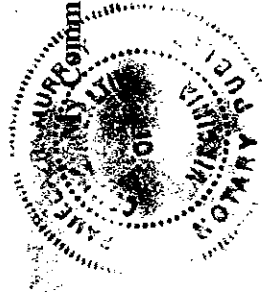
STATE OF Virginia

COUNTY OF Washington

Before me, the undersigned notary public, of the State and County aforesaid, personally appeared **LOUIS A. SCUDERE**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself or herself to be **President of MARATHON REALTY CORPORATION**, the within named bargainer, a corporation, and that he or she as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself or herself as such officer.

WITNESS my hand and seal at office in the State and County aforesaid on this the 30<sup>th</sup> day of July, 2002.

Lumela S. Murray  
Notary Public



My Commission Expires: April 30, 2005

STATE OF Virginia  
COUNTY OF Washington

Before me, the undersigned notary public, of the State and County aforesaid, personally appeared STEVEN C. SMITH, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself or herself to be President and CEO of K-V-A-T FOOD STORES, INC., the within named bargainer, a corporation, and that he or she as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself or herself as such officer.

WITNESS my hand and seal at office in the State and County aforesaid on this the 30<sup>th</sup> day of July, 2002.

Samela R. Murray  
Notary Public

My Commission Expires: April 30, 2005





ROLL 283 IMAGE 2405

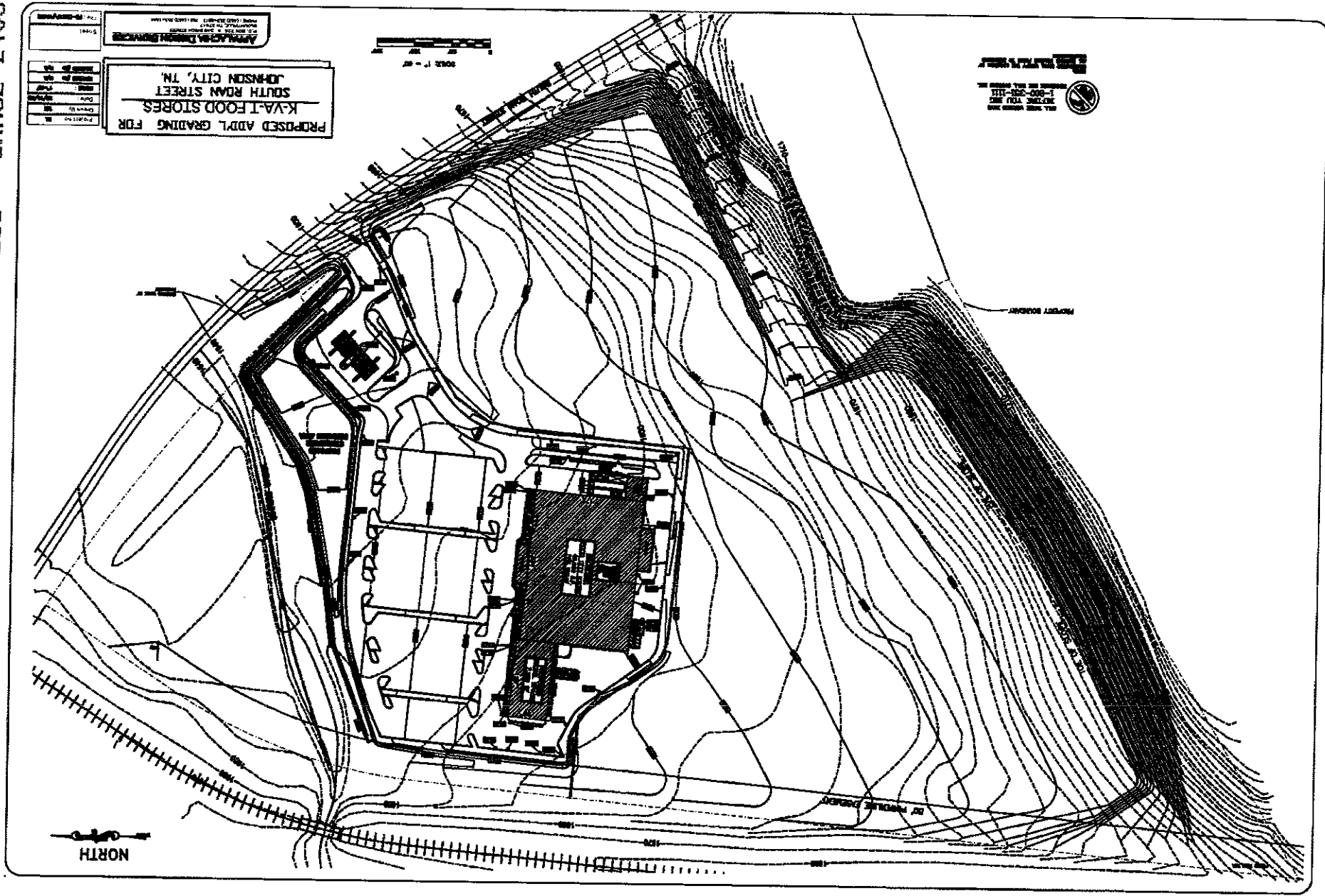


Exhibit "B"  
"Proposed Additional Grading for K-VA-T Food Stores dated May 14, 2002"

State of Tennessee, County of WASHINGTON  
Received for record the 02 day of  
AUGUST 2002 at 9:55 AM. (REC# 293312)  
Recorded in official records  
film Roll 283 Image 2312-2315

PROJECT \_\_\_\_\_ County WASHINGTON  
# \_\_\_\_\_ Map # 55 I Group A  
PLAN SHEET # \_\_\_\_\_ PARCEL # 1,00

State Tax \$ .00 Clerks Fee \$ .00,  
Recordings \$ 22.00, Total \$ 22.00,  
Register of Deeds GINGER B. JILTON  
Deputy Register AMY PARKER

**DEED OF UTILITY AND DRAINAGE EASEMENT**

THIS INDENTURE made and entered into on this the 30<sup>th</sup> day of July,

2002, by and between **Stuart E. Wood, Jr., Meredith Lynne Wood** now known as **Meredith  
W. Seeley** by and through her attorney-in-fact, **Stuart E. Wood, Jr. and Stuart Franklin Wood,** **ROLL 283 IMAGE 2312**

Parties of the First Part, and the **CITY OF JOHNSON CITY, TENNESSEE**, a Municipal  
Corporation with principal sites in Washington County, Tennessee, Party of the Second Part;

**WITNESSETH:**

For and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid and  
other good and valuable considerations, the receipt of all of which is hereby acknowledged, the  
Parties of the First Part have this day bargained and sold and do by these presents hereby transfer  
and convey into the Party of the Second Part, its successors and assigns, a perpetual easement for  
water or sanitary sewer, all other utilities and drainage, together with the full right and authority  
to locate, relocate, construct, reconstruct, build, lay, maintain, and operate water or sanitary  
sewer, all other utilities and drainage long said easement across property located in the 15<sup>th</sup> Civil  
District of WASHINGTON County, Tennessee, and more particularly described as follows, to

wit:

**UTILITY AND DRAINAGE EASEMENT**

See Exhibit "A" attached hereto and incorporated herein by this reference.

PREPARED BY:

**BRANDT  
and  
BEESON, P.C.**

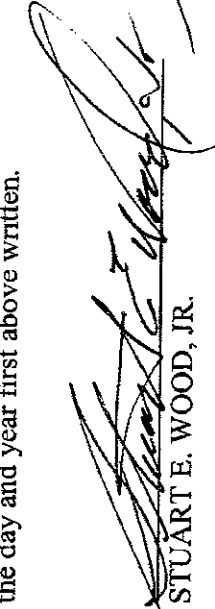
Attorneys at Law  
204 PRINCETON ROAD  
SUITE 25  
JOHNSON CITY, TN 37601  
Telephone (423) 282-1981

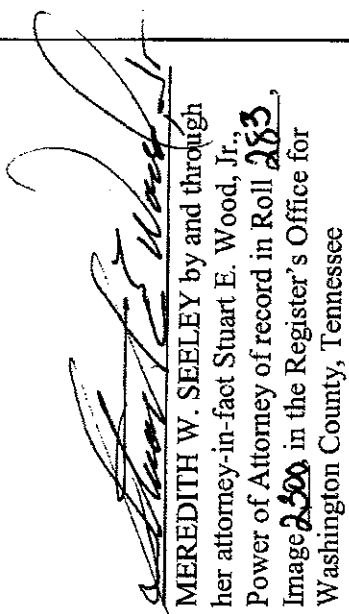
TO HAVE AND TO HOLD SAID PROPERTY, together with all the rights, privileges and appurtenances thereunto appertaining unto the Party of the Second Part, its successors and assigns, in fee simple, forever.

The Parties of the First Part covenant with the Party of the Second Part, its successors and assigns, that they are lawfully seized and possessed of said property; that they have a good and lawful right to sell and convey the same; that the same is free and unencumbered, and that title to said property they will forever warrant and defend against the claims of all persons whomsoever.

This property is conveyed subject to all valid restrictive covenants and easements, if any, of record.

IN TESTIMONY WHERE, the Parties of the First Part have set their hands and seals, this the day and year first above written.

  
STUART E. WOOD, JR.

  
MEREDITH W. SEELEY by and through  
her attorney-in-fact Stuart E. Wood, Jr.,  
Power of Attorney of record in Roll 283,  
Image 230 in the Register's Office for  
Washington County, Tennessee

  
STUART FRANKLIN WOOD

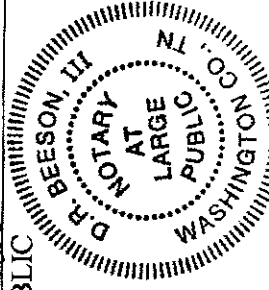
STATE OF TENNESSEE  
COUNTY OF WASHINGTON

Personally appeared before me, the undersigned Notary Public in and for said County and State, **STUART E. WOOD, JR.**, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

PREPARED BY:  
  
BRANDT  
and  
BEESON, P. C.  
Attorneys at Law  
200 PRINCETON ROAD  
SUITE 25  
JOHNSON CITY, TN 37601  
Telephone (423) 282-1981

WITNESS my hand and seal on this the 30<sup>th</sup> day of July, 2002.

D.R. Beeson III  
NOTARY PUBLIC



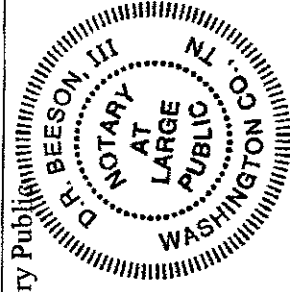
My Commission Expires: 04-24-06

STATE OF TENNESSEE  
COUNTY OF WASHINGTON

Personally appeared before me, the undersigned authority, a Notary Public in and for the aforesaid State and County, **STUART E. WOOD, JR.**, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained on behalf of **MEREDITH W. SEELEY**, and who further acknowledged that he is the Attorney-in-Fact for **MEREDITH W. SEELEY**, the within named bargainer, and is authorized by her to execute the instrument on her behalf.

IN TESTIMONY WHEREOF, witness my hand and official seal at office in the aforesaid State and County, on this the 30<sup>th</sup> day of July, 2002.

D.R. Beeson III  
Notary Public



My Commission Expires: 04-24-06

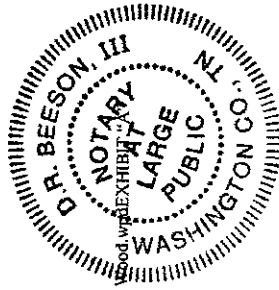
STATE OF TENNESSEE  
COUNTY OF WASHINGTON

Personally appeared before me, the undersigned Notary Public in and for said County and State, **STUART FRANKLIN WOOD**, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal on this the 30<sup>th</sup> day of July, 2002.

D.R. Beeson III  
NOTARY PUBLIC

My Commission Expires: 04-24-06



PREPARED BY:

**BRANDT  
and  
BEESON, P.C.**

Attorneys at Law  
206 PRINCETON ROAD  
SUITE 202  
JOHNSON CITY, TN 37601  
Telephone (423) 282-1981

F:\NetDocs\Rick\13712 K VA T FOOD STORES FOOD CITY (WOOD)\Easement to City of Johnson City from Wood.wp EXHIBIT

## EXHIBIT "A"

SITUATE, lying and being in the 15<sup>th</sup> Civil District of WASHINGTON County, Tennessee, and being more particularly described as follows, to-wit:

TO FIND THE POINT OF BEGINNING commence at a metal rod set in the southwesterly right-of-way line of South Roan Street (State Route 36), common corner to Lot 1A and Lot 1B of REPLAT OF LOT 1, WOOD PROPERTY REPLAT, of record in the Register's Office for Washington County at Jonesborough, Tennessee in Plat Book 17, Page 165; thence along the southwesterly right-of-way line of South Roan Street (right-of-way varies) the following five (5) bearings and distances or curves: 1) South 48 degrees 10 minutes 57 seconds East, 61.58 feet to a metal rod; 2) North 43 degrees 58 minutes 35 seconds East, 10.68 feet to a metal rod; 3) a curve to the right with a radius of 2,414.06 feet, an arc distance of 141.93 feet to a metal rod; 4) North 47 degrees 20 minutes 42 seconds East, 12.00 feet to a metal rod; and 5) South 48 degrees 42 minutes 30 seconds East, 132.08 feet to the POINT OF BEGINNING; thence with the southwesterly right-of-way line of South Roan Street, South 39 degrees 33 minutes 11 seconds East, 15.12 feet to a metal rod; thence leaving South Roan Street and with the lands of Wood the following twenty-one (21) courses and distances: 1) South 57 degrees 31 minutes 52 seconds West, 74.52 feet to a point; 2) South 66 degrees 27 minutes 19 seconds West, 95.86 feet to a point; 3) South 57 degrees 02 minutes 17 seconds West, 116.90 feet to a point; 4) South 35 degrees 49 minutes 06 seconds West, 61.49 feet to a point; 5) South 13 degrees 58 minutes 36 seconds West, 51.03 feet to a point; 6) South 05 degrees 25 minutes 07 seconds West, 277.45 feet to a point; 7) North 84 degrees 53 minutes 20 seconds West, 15.00 feet to a point; 8) North 05 degrees 25 minutes 07 seconds East, 234.17 feet to a point; 9) North 84 degrees 34 minutes 53 seconds West, 36.36 feet to a point; 10) North 05 degrees 25 minutes 07 seconds East, 15.00 feet to a point; 11) South 84 degrees 34 minutes 53 seconds East, 36.36 feet to a point; 12) North 05 degrees 25 minutes 07 seconds East, 29.48 feet to a point; 13) North 13 degrees 58 minutes 36 seconds East, 55.04 feet to a point; 14) North 35 degrees 49 minutes 06 seconds East, 67.20 feet to a point; 15) North 56 degrees 51 minutes 48 seconds East, 83.83 feet to a point; 16) North 32 degrees 51 minutes 27 seconds West, 40.66 feet to a point; 17) North 57 degrees 02 minutes 17 seconds East, 15.00 feet to a point; 18) South 32 degrees 48 minutes 14 seconds East, 40.92 feet to a point; 19) North 57 degrees 02 minutes 17 seconds East, 22.16 feet to a point; 20) North 66 degrees 27 minutes 19 seconds East, 95.93 feet to a point; and 21) North 57 degrees 31 minutes 32 seconds East, 71.49 feet to the POINT OF BEGINNING, containing 11,408.05 square feet more or less and being entitled, "15 Foot Water Line Easement Centered Over Prop. Water Line" as shown by map entitled, "Proposed Utility Easements for K-VA-T Food Stores, South Roan Street, Johnson City, TN, prepared by "Appalachia Design Services, P.O. Box 725, Blountville, TN 37617, the REPLAT OF LOT 1, WOOD PROPERTY REPLAT, dated May 23, 2002 prepared by Todd Carter Johnson, Tennessee Registered Land Surveyor No. 2155, 4718 Lake Park Drive, Suite 4, Johnson City, Tennessee 37615.

AND BEING part of the same property conveyed to Stuart E. Wood, Jr., Meredith Lynne Wood and Stuart Franklin Wood from Cecil S. Haynes, Ben N. Haynes, Bonnie Haynes, Martin I. Haynes and Minter L. Haynes by deed dated November 19, 1991, recorded in official records film Roll 3, Image 1388, in the Register's Office for Washington County, Tennessee, to which reference is here made.

PREPARED BY:

**BRANDT  
and  
BEESON, P.C.**

Attorneys at Law  
206 PRINCETON ROAD  
SUITE 25  
JOHNSON CITY, TN 37601  
Telephone (423) 282-5981

## EXHIBIT "A"

CITY PROJECT SOUTH ROAN STREET IMPROVEMENTS TRACT NO. 24  
 CONTROL MAP NO. 551 MAP NO. 551 GROUP A PARCEL 1.00

**RIGHT-OF-WAY ACQUISITION DESCRIPTION**  
**STUART E. WOOD, JR., MEREDITH LYNNE AND STUART FRANKLIN WOOD**  
**JULY 31, 1998**

Situated in the 9th Civil District of Washington County, Tennessee and being more particularly described as follows.

BEGINNING at a point on the southerly existing right of way of South Roan Street, said point also being located 34.52 feet left of Station 174+29.21 of a temporary centerline for improvements to South Roan Street;

Thence, through the property of Stuart E. Wood, Jr., Meredith Lynne and Stuart Franklin Wood three new courses,

- (1) South 40 degrees 30 minutes 29 seconds West - 36.13 feet to a point;
- (2) around a curve to the left (Chord North 54 degrees 14 minutes 54 seconds West - 400.34 feet, Delta Angle 09 degrees 30 minutes 46 seconds, Radius 2414.06 feet, Length 400.80 feet) to a point;
- (3) North 59 degrees 00 minutes 17 seconds West - 0.36 feet to a point on the easterly existing right of way of CSXT;

Thence, with said right of way line North 30 degrees 59 minutes 46 seconds East - 13.00 feet to a point on the southerly existing right of way of South Roan Street;

Thence, with said right of way line two courses,  
 (1) South 59 degrees 00 minutes 17 seconds East - 233.64 feet to a point;

- (2) around a curve to the right (Chord South 55 degrees 28 minutes 55 seconds East - 171.98 feet, Delta Angle 07 degrees 02 minutes 44 seconds, Radius 1399.47 feet, Length 172.09 feet) to the point of BEGINNING.

Containing 0.210 acres more or less as shown on survey by Tysinger, Hampton & Partners, Inc., signed by Rick K. Bowers, R.L.S., Tennessee License # 1481. The bearings of the preceding description were based on Johnson City Geodetic Network. This also being a portion of Parcel 1.00, Group A, recorded on Roll 3, Image 1388, in the Washington County Registrar of Deed Office.

(Description prepared by Rick K. Bowers, TRLS No. 1481, Tysinger, Hampton & Partners, Inc., 3428 Bristol Highway, Johnson City, TN 37601.)

## EXHIBIT "B"

CITY PROJECT SOUTH ROAN STREET IMPROVEMENTS TRACT NO. 24  
CONTROL MAP NO. 551 MAP NO. 551 GROUP A PARCEL 1.00

STUART E. WOOD, JR., MEREDITH LYNNE AND STUART FRANKLIN WOOD  
PERMANENT SLOPE EASEMENT  
JULY 31, 1998

Beginning at a point 46.76 feet ± left of temporary centerline station 177+78.11 South Roan Street, varying in width from 0 feet ± to 30 feet ± and ending at a point 46.00 feet ± left of temporary centerline station 178+38.87 South Roan Street containing 906 square feet of a permanent slope easement, more or less.

By this instrument the grantor(s) hereby convey an easement for the construction of slopes outside the existing or proposed right-of-way line. The land on which the easement is located is to remain the property of the grantor(s) and may be used for any purpose desired, provided such use does not interfere with the finished topography of the land or the slope therein.

STUART E. WOOD, JR., MEREDITH LYNNE AND STUART FRANKLIN WOOD  
TEMPORARY CONSTRUCTION EASEMENT

Beginning at a point 47.49 feet ± left of temporary centerline station 177+53.57 ± South Roan Street, being 10 feet in width and ending at a point 111.11 feet ± left of temporary centerline station 178+38.87 ±, South Roan Street containing 1,074 square feet of a temporary construction easement, more or less.

By this instrument the grantor(s) hereby convey an easement for the construction of improvements outside the existing or proposed right-of-way line. The title to the above described land remains vested in the grantor(s) and is to be used by the City of Johnson City, Tennessee, its contractors or assigns for a period of 3 years from and after the commencement of construction upon the subject property.

**WARRANTY DEED**

THIS DEED made and entered into on this the 22 day of March, 2001, by and between **STUARTE. WOOD, JR., MEREDITHLYNN WOOD and STUART FRANKLIN WOOD**, Parties of the First Part, and **CITY OF JOHNSON CITY, TENNESSEE**, a municipal corporation with situs in Washington County, Tennessee, Party of the Second Part;

**WITNESSETH:**

That for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, cash in hand paid, and other good and valuable considerations, receipt of all of which is hereby acknowledged, the Parties of the First Part hath this day bargained and sold, and do by these presents, transfer and convey unto the Party of the Second Part, its successors and assigns, those certain tracts or parcels of land, situate, lying and being in the 9th Civil District of Washington County, Tennessee, and being more particularly described as follows:

**ACQUISITION**

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION ATTACHED HERETO

**PERMANENT SLOPE AND TEMPORARY CONSTRUCTION EASEMENT**

SEE EXHIBIT "B" FOR LEGAL DESCRIPTION ATTACHED HERETO

AND BEING part of the same property conveyed to Stuart E. Wood, Jr., Meredith Lynn Wood and Stuart Franklin Wood from Cecil E. Haynes, Ben N. Haynes, Bonnie Haynes, Martin L. Haynes and Minter L. Haynes by deed dated November 19, 1991, recorded in Roll 3, Image 1388, in the Register's Office for Washington County, Tennessee, to which reference is here made.

Tax Assessor's Property ID No.: Map 55-1, Group A, Parcel #1.00

(Description prepared pursuant to survey of Tysinger, Hampton & Partners, 3428 Bristol Highway, Johnson City, TN 37601)

(City Project: South Roan and CSXT Road Improvement Project; Tract 24)

The consideration mentioned herein includes payment in full for the property taken and also fully compromises and settles all claims for any and all incidental damages to the remainder compensable under eminent domain.

By this instrument the grantor shall transfer land with knowledge of outstanding taxes for this taxable year due to the fact this property acquisition represents only a portion of the entire unit assessed. The grantor's intent is to transfer this tax lien to the portion of the land

PREPARED BY:  
**BRANDT,  
BEESON**  
and  
**MAYFIELD, P.C.**  
ATTORNEYS AT LAW  
206 PRINCETON ROAD  
SUITE 20  
JOHNSON CITY, TN 37601  
Telephone (615) 282-1581

of the unit assessed for taxes by the assessor of property that is still owned by the grantor. The assessor of property will prorate the taxes for this tract the date this document is executed and couple this amount with the balance of land retained by the grantor that has a tax indebtedness and advise the county trustee of the revised tax bill for this taxable year. (See Tennessee Code Annotated 67-5-203(a)(3).


TO HAVE AND TO HOLD the hereinabove described property unto the Party of the Second Part, its successors and assigns, in fee simple forever.

The Parties of the First Part covenant with the Party of the Second Part, its successors and assigns, that they are lawfully seized and possessed of said property; that they have a good and perfect right to sell and convey the same; that the same is free and unencumbered; and the title thereto, as herein made, they will forever warrant and defend against the lawful claims and demands of all persons whomsoever.

This property is conveyed subject to all valid restrictive covenants and easements, if any, of record.

IN WITNESS WHEREOF, the Parties of the First Part have hereunto set their signatures on this the day and date first above written.

  
STUART E. WOOD, JR.

MEREDITH LYNN WOOD  
BY:   
Stuart E. Wood, Jr., Her Attorney-in-Fact, Power of Attorney of record in Roll 85, Image 2260, Register's Office for Washington County, Tennessee.

  
STUART FRANKLIN WOOD

PREPARED BY:  
BRANDT,  
BEESON  
and  
MAYFIELD, P.C.  
ATTORNEYS AT LAW  
206 PRINCETON ROAD  
SUITE 25  
JOHNSON CITY, TN 37601  
Telephone (615) 292-1981

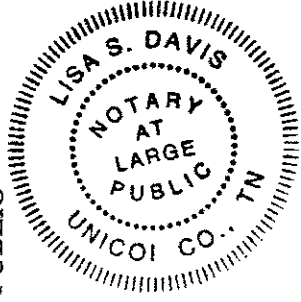
STATE OF TENNESSEE  
COUNTY OF WASHINGTON

Personally appeared before me, the undersigned Notary Public in and for said County and State, **STUART E. WOOD, JR.**, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, this 22 day of March, 2001.

Lisa S. Davis  
NOTARY PUBLIC

My Commission Expires: 1-30-05



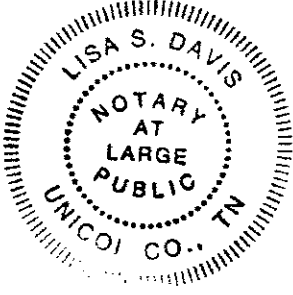
STATE OF TENNESSEE  
COUNTY OF WASHINGTON

Personally appeared before me, the undersigned authority, a Notary Public in and for the aforesaid State and County, **STUART E. WOOD, JR.**, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained on behalf of **MEREDITH LYNN WOOD**, and who further acknowledged that he is the Attorney-in-Fact for **MEREDITH LYNN WOOD**, the within named bargainer, and is authorized by her to execute the instrument on her behalf.

WITNESS my hand and seal, this 22 day of March, 2001.

Lisa S. Davis  
NOTARY PUBLIC

My Commission Expires: 1-30-05



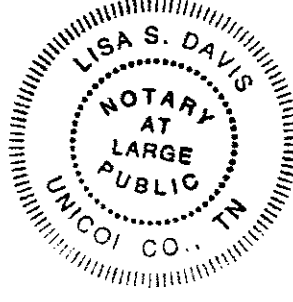
STATE OF TENNESSEE  
COUNTY OF WASHINGTON

Personally appeared before me, the undersigned Notary Public in and for said County and State, **STUART FRANKLIN WOOD**, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, this 22 day of March, 2001.

Lisa S. Davis  
NOTARY PUBLIC

My Commission Expires: 1-30-05



STATE OF TENNESSEE  
COUNTY OF WASHINGTON

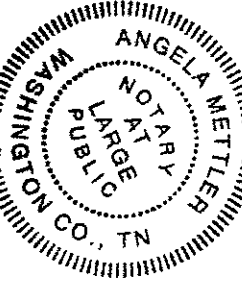
I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater, is \$Exempt, which amount is equal to or greater than the amount which the property or interest would command at a fair and voluntary sale

Lisa J. Davis  
Affiant

Subscribed and sworn before me this the 22<sup>nd</sup> day of March, 2001.

Angela Mettler  
Notary Public

My Commission Expires: 12/8/2003



Name and Address of Property Owner:  
City of Johnson City  
P. O. Box 2150  
Johnson City, TN 37605-2150  
F:\NetDocs\Lisa\10244-Tract 24 CSX\DEED.wpd

Name and Address of Person or Persons  
Responsible for the Payment of Real  
Property Tax:  
Exempt

State of Tennessee, County of WASHINGTON  
Received for record the 26 day of  
MARCH 2001 at 8:30 AM. (REC# 249670)  
Recorded in official records  
film Roll 223 Image 1931-1936  
State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$ 26.00, Total \$ 26.00,  
Registrar of Deeds GINGER E. JILTON  
Deputy Registrar DEBBIE JARRETT

PREPARED BY:  
**BRANDT,  
BEESON**  
and  
**MAYFIELD, P.C.**  
ATTORNEYS AT LAW  
206 PINECOTTON ROAD  
SUITE 25  
JOHNSON CITY, TN 37601  
Telephone (423) 992-1981

This Instrument Prepared by:

Tipton & Jones  
P.O. Box 787  
Bristol, TN 37621

Map/Group/Parcel: 551/A/Parcel 1.06

Owner's Name & Address:  
Starwood Properties, Inc.  
P.O. Box 1033  
Bristol, TN 37621-1033

State of Tennessee, County of WASHINGTON  
Received for record the 01 day of  
NOVEMBER 2007 at 3:55 PM. (RECF# 461600)  
Recorded in official records  
file # 111 578 Image 1234-1241  
State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$ 42.00, Total \$ 42.00,  
Register of Deeds GINGER B. JILSON  
Deputy Register CHRISTINE VONELBERG

SCRIVENER'S AFFIDAVIT OF CORRECTION

WHEREAS, a certain Deed of Trust was executed by Starwood Properties, Inc. to Kenneth Clark Hood as trustee for the benefit of GreenBank in the original amount of \$363,750.00 was recorded in Roll Deed Book 571, Image 1405, Register's Office for Washington County, Tennessee; and

WHEREAS, the undersigned scrivener prepared said deed of trust and the note amount and maximum principal indebtedness was changed at closing to the amount of \$363,750.00 but such change was not initiated at closing by borrower but now such change has been initiated.

NOW THEREFORE, I, the undersigned, do hereby affirm that the Deed of Trust was recorded in the Register of Deeds Office in Washington County, Tennessee, and that the corrected Deed of Trust is being re-recorded in the Register's Office for Washington County at Jonesborough, Tennessee and is attached hereto as Exhibit "A" with the principal indebtedness and loan amount now having been initiated.

  
A. D. Jones Jr.,  
Scrivener

STATE OF TENNESSEE:  
COUNTY OF SULLIVAN:

PERSONALLY appeared before me, the undersigned authority, A. D. Jones, Jr., with whom I am personally acquainted and made oath that he, in the capacity mentioned above, executed the foregoing instrument as a free act and deed and for the purposes therein contained.

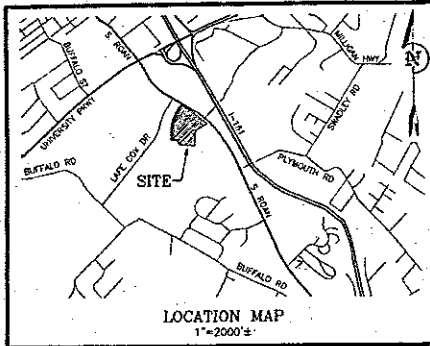
Done at office in Bristol, Tennessee on this 1<sup>st</sup> day of November, 2007.

  
NOTARY PUBLIC



My commission expires:  
3-24-2010

Plot 17-165



**LEGEND**

- 1/2" x 24" METAL ROD SET WITH ORANGE PLASTIC CAP IMPRINTED T. JOHNSON RLS 2155"
- UNMONUMENTED POINT
- ⊗ UTILITY POLE
- ⊙ MAN-HOLE
- Ⓛ LOT NUMBER
- OVERHEAD UTILITY SERVICE
- - - DEED LINES
- CENTERLINE
- x - FENCE

**NOTES:**

THE OWNER(S) HEREBY DEDICATE(S) A 7.5' WIDE (UNLESS OTHERWISE NOTED) DRAINAGE AND UTILITY EASEMENT ALONG THE INTERIOR SIDE OF ALL LOT LINES TO THE CITY OF JOHNSON CITY, TENNESSEE FOR PUBLIC USE.

ALL UNDERGROUND UTILITIES AND/OR DRAINAGE STRUCTURES WERE NOT LOCATED AS A PART OF THIS SURVEY AND NO CERTIFICATION IS MADE AS TO THE EXISTENCE OR NONEXISTENCE THEREOF.

SURVEY IS SUBJECT TO ANY EXISTING EASEMENTS, RIGHT-OF-WAYS, AND/OR RESTRICTIONS EITHER WRITTEN OR UNWRITTEN.

PROPERTY IS SUBJECT TO ANY RIGHT-OF-WAY OWNED BY THE STATE OF TENNESSEE (AN ACQUISITION DEED WAS NOT LOCATED).

SUBJECT PROPERTY DEED REFERENCE: A PORTION OF ROLL 3 - IMAGE 1388. SEE ALSO ROLL 223 - IMAGE 1931.

DEED REFERENCES ARE BASED ON INFORMATION OBTAINED IN THE COUNTY PROPERTY ASSESSOR'S OFFICE.

A PORTION OF THE SUBJECT PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA (ZONES A2 & X) AS PER FIRM #4717900081 C EFFECTIVE DATE: 10-16-96.

THIS SURVEY WAS BASED ON THE CURRENT RECORDED DEED. IT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. IT WAIVES NO WARRANTIES, GUARANTEES OR REPRESENTATIONS AS TO THE OWNERSHIP OF THE SUBJECT PROPERTY.

NUMBER	CHORD	DELTA	TANGENT	RADIUS	LENGTH
C1	S 32°46'11" E	400.33	109.30	435.20	1241.06
C2	S 44°20'21" E	141.90	103.22	70.98	2414.06
C3	S 40°57'39" E	143.45	103.23	71.76	2426.06
C4	N 39°39'07" W	55.36	50.00	30.54	65.80
C5	N 10°03'19" E	140.32	109.24	435.20	1140.47
C6	N 23°35'57" E	252.63	117.40	132.89	854.93
C7	S 39°51'51" E	50.61	101.11	25.31	2426.06
C8	N 31°37'21" E	194.26	152.35	87.13	1176.50
C9	N 18°53'26" E	400.33	109.30	435.20	1044.14

State of Tennessee, County of WASHINGTON  
 Received for record the 02 day of  
 AUGUST 2002 at 9:55 AM. (REEL 293325)  
 Recorded in official records  
 File Roll 283 Image 2293-2293  
 State Tax \$ 143.00 Clerks Fee \$ .00  
 Recorder's \$ 17.00, Total \$ 17.00.  
 Register of Deeds CLAUDE B. JILTON  
 Deputy Register ARY PARKER

ORIGINAL

REPLAT

STATE OF TENNESSEE - WASHINGTON COUNTY  
 Received for Record the 2 day of Aug. A.D. 20 02  
 at 9:55 o'clock A.M. Noted in Book 5 Page 519  
 and recorded in Plat Book 17 Page 165  
 State Tax \$ \_\_\_\_\_ Clerk's Fee \$ \_\_\_\_\_ Recording Fee \$ 17.00  
 Total \$ 17.00 Receipt No. 43525  
 By *[Signature]* Deputy  
 Todd C. Johnson  
 TOWN CLERK  
 TENN. REG. NO. 2155



<p><b>CERTIFICATE OF OWNERSHIP AND DEDICATION</b></p> <p>I HEREBY CERTIFY THAT I (WE) ARE THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH LOT LINES, CORNERS, EASEMENTS, THE NEIGHBOR BUILDING RESTRICTION LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.</p> <p><i>[Signature]</i> OWNER</p>	<p><b>CERTIFICATE OF ACCURACY</b></p> <p>I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE JOHNSON CITY, TENNESSEE REGIONAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON.</p> <p>5-23 2002 <i>[Signature]</i> REGISTERED SURVEYOR #1953</p>	<p><b>CERTIFICATION OF THE APPROVAL OF STREETS AND UTILITIES</b></p> <p>I HEREBY CERTIFY: (1) THAT STREETS, UTILITIES AND EASEMENTS SHOWN HEREON HAVE BEEN RECORDED IN AN APPLICABLE MANNER AND ACCORDING TO CITY SPECIFICATIONS OR, (2) THAT A SECURITY ROAD BY THE DEPARTMENT OF TRANSPORTATION HAS BEEN POSTED WITH THE PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED AGREEMENTS IN CASE OF DEFAULT.</p> <p>DATE: 2002 CITY ENGINEER OR COUNTY ROAD COMAL</p>	<p><b>CERTIFICATION OF THE APPROVAL OF WATER AND SEWAGE SYSTEM</b></p> <p>I HEREBY CERTIFY THAT THE WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM OR SYSTEMS INSTALLED OR PROPOSED FOR INSTALLATION MEET THE REQUIREMENTS OF THE TENNESSEE HEALTH DEPARTMENT, AND I HEREBY APPROVE AS SHOWN.</p> <p>DATE: 2002 BY: <i>[Signature]</i> HEALTH DEPARTMENT</p>	<p><b>CERTIFICATE OF APPROVAL FOR RECORDING</b></p> <p>I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR JOHNSON CITY, TENNESSEE, WITH THE EXCEPTION OF SUCH VIOLATIONS, IF ANY, AS ARE NOTED IN THE WRITTEN REPORT OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE WASHINGTON COUNTY REGISTER.</p> <p>13 June 2002 <i>[Signature]</i> COUNTY CLERK</p>	<p><b>REPLAT OF LOT 1, WOOD PROPERTY REPLAT</b></p> <p>TOTAL ACRES: 11.56 ACRES NEW ROAD: 0-0- TOTAL LOTS: 2 MILES NEW ROAD: 0-0- CIVIL DISTRICT: 5TH CLOSURE ERROR: 1:41,958</p> <p>SURVEYOR: TODD C. JOHNSON OWNERS: STUART E. WOOD, JR., MEREDITH LYNNE WOOD, STUART FRANKLIN WOOD COUNTY: WASHINGTON</p> <p>SCALE: 1"=100' SHEET: 5-23-02 FILE NO.: SHC-202 NO.: 9435</p>
<p><b>LD&amp;A</b> Lynch, Durrin &amp; Associates, Inc. CORPORATE OFFICE: 3300 Highway Road, Knoxville, TN 37720 MEMPHIS OFFICE: Phone: (901) 253-7227, 4718 Leola Park Dr., Suite 4, Johnson City, TN 37613</p>		<p><b>JOHNSON CITY REGIONAL PLANNING COMMISSION</b></p>		<p><b>SOUTH ROAN STREET JOHNSON CITY, TN</b></p>	