

MK KWATRA Corporation (Rajesh Kwatra)
Return to:
1338 Wisteria Ln
Sevierville TN
37862

First American Title Insurance Company
National Commercial Services
414 Union Street, Suite 1205
Nashville, TN 37219

Morristown, TN
Store #6370-00

This instrument prepared by:
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Lexington, KY 40507-1746
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ASSESSOR OF PROPERTY

J. Keith Ely

DIST 1 MAP 40 GR. PCL 30.06 Photos

EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND

THIS EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND (the "ECR" or "Agreement") is made as of the 31st day of January, 2014, between **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust ("Wal-Mart"), and **SHANNON W. GREENE and wife, JANICE G. GREENE**, both individuals (collectively, "Greene").

WITNESSETH:

WHEREAS, Wal-Mart is the owner of certain real property located in Morristown, Hamblen County, Tennessee, designated as the Wal-Mart Tract and Wal-Mart Outparcel on the plan attached hereto as Exhibit A hereof (the "Site Plan"), the same being more particularly described in Exhibit B attached hereto (respectively, the "Wal-Mart Tract" and the "Wal-Mart Outparcel"; collectively, the "Wal-Mart Property"; the Wal-Mart Tract is sometimes referred to herein as "Tract");

WHEREAS, Greene is the owner of certain real property located in Morristown, Hamblen County, Tennessee, designated on the Site Plan as Greene Outparcel 1 and Greene Outparcel 2, the same being more particularly described in Exhibit C hereof (respectively, "Greene Outparcel 1" and "Greene Outparcel 2"; each a "Green Outparcel" and collectively, the "Greene Outparcels"; the terms "Greene Outparcel" and "Greene Outparcels" shall include each subdivided portion of Greene Outparcel 1 and Greene Outparcel 2 in the event any Greene Outparcel is hereafter subdivided.

WHEREAS, Wal-Mart and Greene desire that the Wal-Mart Property and the Greene Outparcels be subject to the easements and the covenants, conditions, and restrictions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Wal-Mart and Greene do hereby agree as follows:

1. Use. Buildings on the Wal-Mart Property and the Greene Outparcels shall be used for commercial purposes of the type normally found in a retail shopping center including, without limitation, financial institutions, service shops, offices, and retail stores. No theater, bowling alley, billiard parlor, nightclub or other place of recreation or amusement, or any business serving alcoholic beverages shall occupy space on the Wal-Mart Property or the Greene Outparcels without the prior written consent of Wal-Mart; provided, however, that

notwithstanding the foregoing, each of the Wal-Mart Outparcel and Greene Outparcels (each an "Outparcel" and collectively, the "Outparcels") may be used as a restaurant which may serve beer or alcoholic beverages by the drink as an incidental part of its restaurant operations thereon; provided that the sales of alcohol do not exceed forty percent (40%) of the total sales from such restaurant. No building located on the Wal-Mart Property or the Greene Outparcels shall be used for a strip club, adult book or novelty store, adult movie or video store (an adult movie or video store is a movie or video store that shows, sells or rents movies or videos that are rated NC-17, X, XX, XXX or of a rating assigned to works containing material more sexually explicit than XXX, by the film rating board of the Classification and Rating Administration), or pawn shop. Greene recognizes that said businesses may inconvenience Wal-Mart's customers and adversely affect Wal-Mart's business. Notwithstanding anything to the contrary contained herein it is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business by Wal-Mart on the Wal-Mart Tract. Greene recognizes and agrees that Wal-Mart may, at Wal-Mart's sole discretion and at any time during the term of this Agreement, cease the operation of its business on the Wal-Mart Tract; and Greene hereby waives any legal action for damages or for equitable relief which might be available to Greene because of such cessation of business activity by Wal-Mart. Each party covenants and agrees that, to the extent allowed by law, neither party will allow any portion of its property be used for rallies, demonstrations, protests, picketing or handbilling to protest, publicize or allege improprieties regarding the acts, policies or operating practices of any business operating within the Wal-Mart Property or the Greene Outparcels.

2. Competing Business.

2.1. Greene covenants that as long as Wal-Mart, or any affiliate of Wal-Mart, is the owner, lessee, or user of the Wal-Mart Tract, no space in or portion of the Greene Outparcels shall be leased, occupied by, or used as or in support of (including parking and access) or conveyed to any other party for use as or in support of (including parking and access) (i) a membership warehouse club, (ii) a pharmacy, as such term is defined below, (iii) a discount department store or other discount store, as such terms are defined below, (iv) a variety, general or "dollar" store, as such terms are defined below, (v) a grocery store or supermarket as such terms are defined below, or (vi) as any combination of the foregoing uses. In the event of a breach of this covenant, Wal-Mart shall have the right to seek any and all remedies afforded by either law or equity, including, without limitation, the rights to injunctive relief. "Pharmacy", as that term is used herein, shall mean any retail or wholesale store of any size (free-standing or included within another store) which sells or dispenses prescription drugs or pharmaceuticals, whether or not such activities are primary to such store. "Discount department store" and/or "discount store", as those terms are used herein, shall mean a discount department store or discount store containing more than 35,000 square feet of building space used for the purpose of selling a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Wal-Mart. For purposes of clarification, any store not selling a full line of the above described items (i.e. a store selling only some of the items described above) shall not be considered a "discount department store" or a "discount store". Also for purposes of

clarification, any store selling the majority of its items at full retail price (excluding typical items that are "on sale" at any particular time) shall not be considered to be a "discount department store" or a "discount store". Without limiting the preceding sentences, examples of stores not considered to be a "discount department store" or a "discount store" are Best Buy, Kohls, TJ Maxx, Dress Barn, Marshall's, Belk and Stein Mart. "Grocery store" and "supermarket", as those terms are used herein, shall mean a food store or a food department containing more than ten thousand (10,000) square feet of building space used for the purpose of selling food for off premises consumption, which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products, or any grocery products normally sold in such stores or departments. "Variety, general or "dollar" store" shall mean a discount store selling a variety of merchandise such as a Dollar General or Family Dollar, even if such store contains less than 10,000 square feet in floor area. Notwithstanding the foregoing, a Dollar Tree retail store shall not be prohibited provided that it otherwise meets the requirements of this Agreement.

2.2. Wal-Mart covenants and agrees that no space in or portion of the Wal-Mart Property shall be leased, occupied, or used by or as a facility dispensing gasoline or fuel from pumps.

3. Buildings.

3.1. Design and Construction. The buildings constructed on the Wal-Mart Property and the Greene Outparcels shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible. The design and construction shall be of good quality. No improvements other than a corporate prototype of a National or Regional Chain, as hereinafter defined, shall be constructed, erected or expanded or altered on the Wal-Mart Outparcel or Greene Outparcels until the plans for the portion of the Wal-Mart Outparcel or Greene Outparcels being developed (including site layout, exterior building materials and colors and parking) have been reviewed for compliance with the terms of this ECR and approved in writing by Wal-Mart, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that (a) no such approval shall be required for a corporate prototype of a National or Regional Chain, (b) to the extent any such approval is required, Wal-Mart shall approve or disapprove any such request for approval (to initial plans or subsequent modifications thereto) within thirty (30) days after such request is made, and (c) in the event Wal-Mart fails to approve or disapprove any such request within thirty (30) days after such request is made, Wal-Mart shall be deemed to have approved the same. No building constructed on the Wal-Mart Tract shall exceed 40' in height above finished grade. Incidental architectural embellishments and peaks shall not be considered in connection with determining compliance with said height restriction for the Wal-Mart Tract. No building constructed on the Wal-Mart Outparcel or Greene Outparcel 1 shall exceed 22' above finished grade, and no building constructed on Greene Outparcel 2 shall exceed 25' in height above finished grade. Incidental architectural embellishments and peaks may extend up to four (4) feet above said outparcel height limitations provided that such architectural embellishments and peaks do not occupy more than five percent (5%) of the width of any building on which such embellishments are constructed on the Wal-Mart Outparcel or Greene Outparcel 1 or more than

twenty percent (20%) of the width of any building on which such embellishments are constructed on Greene Outparcel 2. No building on the Wal-Mart Property or the Greene Outparcels shall have a metal exterior (other than awnings and canopies). Any rooftop equipment constructed on the Wal-Mart Property or the Greene Outparcels shall be screened so as not to be visible from the mean finished elevation of the parking area. As used herein, "National Chain" shall mean a retail or restaurant business operating (including locations operated by subsidiaries, affiliates and franchisees) at least one hundred (100) stores under a single trade name in the United States and a "Regional Chain" shall mean a retail or restaurant business and operating (including locations operated by subsidiaries, affiliates and franchisees) at least twenty-five (25) stores under a single trade name in a particular region of the United States. Notwithstanding the foregoing, any National Chain or Regional Chain must comply with the terms of this Agreement, including but not limited to building area limitations, parking ratios, insurance requirements and prohibited uses.

3.2. Setbacks/Size. Buildings on Greene Outparcel 1 shall be located not less than 35 feet from US Highway 11E, not less than 35 feet from South Bellwood Road, and not less than 50 feet from any common boundary with the Wal-Mart Tract. If Greene Outparcel 1 is developed with only one building, such building shall not exceed 10,000 square feet in size. If Greene Outparcel 1 is subdivided into two or more parcels, or if Greene Outparcel 1 is otherwise developed with more than one building, then the foregoing 10,000 square foot size limitation shall not apply, provided that a minimum of 50 feet of east-west separation shall be maintained between all buildings on Greene Outparcel 1 in addition to the setbacks set forth in the first sentence of this Section 3.2. In no event shall the buildings located on Greene Outparcel 2 exceed (in the aggregate) more than 30,000 square feet in size. If Greene Outparcel 2 is subdivided into two or more parcels, the seller of such property shall be entitled to allocate such square footage restriction to each particular Outparcel created so long as in no event shall the total square footage of all buildings permitted on Greene Outparcel 2 exceed 30,000 square feet. In no event shall a building be permitted on any Outparcel if there is inadequate parking on such Outparcel to meet the requirements set forth in Section 5.1.

4. Easements.

4.1. Access Easements. Wal-Mart and the owners of the Outparcels hereby establish and grant nonexclusive easements for vehicular and pedestrian access, ingress, and egress over and across the roadways and walkways to be constructed on the Wal-Mart Tract and the Outparcels for the benefit of the owners of the Wal-Mart Tract and the Outparcels, and their agents, customers, invitees, licensees, tenants and employees. Said roadways and walkways may be relocated from time to time by the owner of the property on which such roadways and walkways are located provided that (a) such relocation does not unreasonably impair access to the Wal-Mart Tract or the Outparcels, and (b) any material change to the location or configuration of the roadways within the areas depicted and labeled as "Required Access Easement Area" on Exhibit A shall require the prior written approval of the owners of the Outparcels, which approval shall not be unreasonably withheld, conditioned, or delayed, provided, however, that if the owner of any Outparcel fails to respond to any such request for approval within sixty (60) days, the same shall be deemed to have been approved by such

Owner. The access easements granted herein are subject to the following terms, conditions, and limitations:

(1) No Cross-Parking Rights. Neither Wal-Mart, nor any owner, occupant, licensee, or invitee of the Wal-Mart Tract or any portion thereof shall be permitted to use the Outparcels for vehicular parking. No owner, occupant, licensee, or invitee of an Outparcel or any portion thereof shall be permitted to use any other Outparcel or the Wal-Mart Tract for vehicular parking by virtue of this Agreement.

(2) Curb Cuts. Access to Greene Outparcel 1 from the driveways on the Wal-Mart Tract shall be by way of and shall be limited to no more than two curb cuts located along the southeast side of Green Outparcel 1 which shall be aligned with the drive aisles on the Wal-Mart Tract and no more than one (1) curb cut (providing right-in/right-out access only) located on the southwest side of Greene Outparcel 1. Access to Greene Outparcel 2 from the driveways on the Wal-Mart Tract shall be by way of and shall be limited to one (1) curb cut located along the northwest side of Green Outparcel 2 which shall be aligned with the drive aisle on the Wal-Mart Tract and shall be located at least 230 feet from the nearest truck loading dock on the Wal-Mart Tract. Notwithstanding the foregoing, no Outparcel owner shall be required to relocate the established curb cuts on its Outparcel if Wal-Mart relocates the drive aisles on the Wal-Mart Tract after the curb cuts on such Outparcel have been constructed to align with the drive aisles on the Wal-Mart Tract. If Greene constructs the roadway within the Required Access Easement Area in accordance with Section 4.1 (4), then Wal-Mart shall locate and stake its parking lot aisles on the Wal-Mart Tract in accordance with the Site Plan approved for the Wal-Mart Tract by the City of Morristown and Greene shall construct its curb cuts so that they align with the proposed aisles as located and staked by Wal-Mart. Wal-Mart shall complete such location and staking within thirty (30) days after written request is received from the owner of any portion of the Greene Outparcels; provided, however, that if Wal-Mart fails to complete such location and staking within such thirty (30) day period, then Green shall not be required to construct its curb cuts to so align with Wal-Mart's proposed drive aisles.

(3) Repair. If the roadways, walkways, or any improvements on the Wal-Mart Tract, Wal-Mart Outparcel or the Greene Outparcels are damaged, broken, destroyed, or in any way impaired beyond ordinary wear and tear, or if any sediment or debris is deposited on the roadways, walkways, or any of the improvements on the Wal-Mart Tract, Wal-Mart Outparcel or the Greene Outparcels, by the action of an owner of the Wal-Mart Tract, Wal-Mart Outparcel or the Greene Outparcels, or its customers, suppliers, employees, and tenants, or anyone else using the access easements granted in this Section 4.1 for ingress and egress to the Wal-Mart Tract, Wal-Mart Outparcel or the Greene Outparcels (for purposes of this Section 4.1(3), the "Responsible Party"), the owner of the Wal-Mart Tract, Wal-Mart Outparcel or the Greene Outparcels may require that Responsible Party either: (i) restore, at such Responsible Party's sole cost and expense, the roadways, walkways, or other improvements to their quality and condition immediately prior to the event causing such damage; or (ii) if the Responsible Party fails to promptly commence, pursue, and complete such restoration with reasonable diligence, or in the event of an emergency requiring immediate repair, the owner of the Wal-Mart Tract, Wal-Mart Outparcel or the Greene Outparcels may restore the roadways, walkways, or other improvements and invoice said Responsible Party for their costs so incurred, whereupon

such Responsible Party shall reimburse the owner of the Wal-Mart Tract, Wal-Mart Outparcel or the Greene Outparcels within thirty (30) days of receipt of an invoice for such expenses.

(4) Timing. The construction of the roadways and walkways on each Tract and Outparcel shall be constructed concurrently with the construction of any building on such Tract and Outparcel, and the ingress and egress rights granted herein shall be effective upon completion of construction of such roadways and walkways. Notwithstanding the foregoing, in the event that Wal-Mart does not complete construction of the roadways within the areas depicted and labeled as "Required Access Easement Area" on Exhibit A within twenty-four (24) months after Wal-Mart's acquisition of title to the Wal-Mart Property (such 24 month period to be extended by up to six months if reasonably necessary if all permits and approvals necessary to commence construction of the Wal-Mart Property have not been obtained within the foregoing 24 month period, provided that Wal-Mart has applied for all such permits and approvals within the foregoing (24) month period after acquiring title to the Wal-Mart Property and is diligently pursuing same) (the "Construction Completion Deadline"), and provided that Greene is ready, willing, and able to commence commercial development upon all or a part of Greene Outparcel 1 and/or Greene Outparcel 2 at such time, then Greene shall have the right to grade, pave, and use some or all (as deemed necessary by Greene) of the Required Access Easement Areas for access to the Greene Outparcels, subject to Wal-Mart's prior written approval of the plans and specifications for all work to be performed by Greene on the Wal-Mart Property, which approval shall not be unreasonably withheld, conditioned or delayed, provided, however, that if Wal-Mart fails to respond to any such request for approval within sixty (60) days after Wal-Mart receives such plans and specifications (or any subsequent modification thereto), the same shall be deemed to have been approved by Wal-Mart.

4.2. Utility Service. In the event water, sanitary sewer, gas, electric, cable, or telephone service is not available to the Greene Outparcels from the public right-of-way, then Wal-Mart shall install such utilities to the boundary of the Greene Outparcels concurrently with the construction of Wal-Mart's improvements on the Wal-Mart Property in accordance with Wal-Mart's civil design criteria and the Site Utility Plan prepared by Site, Incorporated which has been approved by and is on file with the City of Morristown, Tennessee (collectively, the "Utility Plans"). Such utility lines shall be located within easements granted by Wal-Mart to the appropriate utility companies. Notwithstanding the foregoing, in the event that Wal-Mart does not complete the installation of the utilities to the boundary of the Greene Outparcels on or before the Construction Completion Deadline, and provided that Greene is ready, willing, and able to commence commercial development upon all or a part of Greene Outparcel 1 and/or Greene Outparcel 2 at such time, then Greene shall have the right to enter onto the Wal-Mart Property to install any or all of such utilities (as deemed necessary by Greene) in compliance with the Utility Plans and the terms and conditions of any easement agreement between Wal-Mart and the applicable utility companies, subject to Wal-Mart's prior written approval of the plans and specifications for all work to be performed by Greene on the Wal-Mart Property, which approval shall not be unreasonably withheld, conditioned or delayed, provided, however, that if Wal-Mart fails to respond to any such request for approval within sixty (60) days after Wal-Mart receives such plans and specifications (or any subsequent modification thereto), the same shall be deemed to have been approved by Wal-Mart. Upon request by Greene, Wal-Mart agrees to negotiate all such

easements required for the installation and maintenance of such utilities in good faith and with reasonable diligence.

4.3. Detention Pond and Storm Water Drainage Easements.

(1) Grant of Storm Water Drainage Easements. If and when Wal-Mart develops the Wal-Mart Property for commercial use, Wal-Mart will construct a storm water detention pond and related improvements on the Wal-Mart Property to receive storm water runoff from the Wal-Mart Tract, Wal-Mart Outparcel and the Greene Outparcels, as provided for below, which detention pond is designated as "Detention Pond" on the plat attached hereto as Exhibit A (the "Detention Pond"). The Detention Pond shall be constructed in accordance with Wal-Mart's civil design criteria, the Storm Water Plan prepared by SITE Incorporated and approved by and on file with the City of Morristown, and the terms of the Class V Injection Well Permit which has been or will be issued to Wal-Mart by the Tennessee Department of Environment and Conservation ("TDEC") (collectively, the "Storm Water Plans"). Wal-Mart hereby grants to the owners of Greene Outparcel 1 and the Wal-Mart Outparcel and their respective successors and assigns, for the benefit of Greene Outparcel 1 and the Wal-Mart Outparcel, a non-exclusive permanent easement over, under, across, and through that certain portion of the Wal-Mart Tract designated as "Drainage Easement 1" on Exhibit D and more particularly described on Exhibit E, both attached hereto and made a part hereof, to permit the drainage of storm water from Greene Outparcel 1 and the Wal-Mart Outparcel through the storm water facilities on the Wal-Mart Tract to the area designated as "Detention Easement" on Exhibit D. Wal-Mart hereby grants to the owners of each Outparcel and their respective successors and assigns, for the benefit of the Outparcels, a non-exclusive permanent easement over, under, across, and through that certain portion of the Wal-Mart Tract designated as "Detention Easement" on Exhibit D and more particularly described on Exhibit E, attached hereto and made a part hereof, for the use of the Detention Pond and related storm water facilities and to drain storm water from the Outparcels into the Detention Pond. Drainage Easement 1 and the Detention Easement are collectively referred to herein as the "Drainage Easement." The owner of Greene Outparcel 2 hereby grants to Wal-Mart and to the owner of each of the Outparcels and their respective successors and assigns, for the benefit of the Wal-Mart Tract and the Outparcels, a non-exclusive permanent easement over, under, across, and through that certain portion of Greene Outparcel 2 designated as "Drainage Easement 2" on Exhibit D and more particularly described on Exhibit F attached hereto and made a part hereof, to permit overflow from the Detention Pond to be discharged across the natural drainage course located on Greene Outparcel 2 to the existing headwall and drainage pipe that directs drainage under Merchant Greene. Notwithstanding the foregoing, in the event that Wal-Mart does not complete the construction of the Detention Pond and related facilities within the Drainage Easement on or before the Construction Completion Deadline, and provided that Greene is ready, willing, and able to commence commercial development upon all or a part of Greene Outparcels at such time, then Greene shall have the right to enter onto the Wal-Mart Property to construct such Detention Pond and related facilities, or so much thereof as is deemed necessary by Greene to serve the Greene Outparcels, in accordance with the Storm Water Plans and subject to the owner of the Greene Outparcels obtaining all applicable governmental approvals and Wal-Mart's prior written approval of the plans and specifications for all work to be performed by Greene on the Wal-Mart Property, which approval shall not be unreasonably withheld, conditioned or delayed, provided,

however, that if Wal-Mart fails to respond to any such request for approval within sixty (60) days after Wal-Mart receives such plans and specifications (or any subsequent modification thereto), the same shall be deemed to have been approved by Wal-Mart.

(2) Conditions and Limitations.

(a) Prior to commencing any earth-disturbing construction on any Outparcel, the owner of such Outparcel shall provide copies of its grading, earth-disturbing and storm-water plans to Wal-Mart and shall obtain Wal-Mart's written approval of the storm water drainage system to be constructed on such Outparcel, which approval shall not be unreasonably withheld or delayed. If Wal-Mart fails to respond to any such request for approval within sixty (60) days after Wal-Mart receives such plans (or any subsequent modification thereto), the same shall be deemed to have been approved by Wal-Mart.

(b) No Outparcel owner shall be entitled to utilize the Detention Pond for storm water discharge from any construction area located on its Outparcel while any earth-disturbing construction is occurring thereon; instead, the Outparcel owner agrees to construct and establish on its respective Outparcel, or on an adjoining Outparcel (conditioned, however, upon obtaining that Outparcel owner's permission at such time), a temporary detention pond to be utilized for storm water drainage from its Outparcel until such earth-disturbing activities are substantially complete.

(c) Each owner of an Outparcel agrees to comply with all applicable legal requirements pertaining to the volume or quality of the storm water run-off from such Outparcel, including but not limited to the requirements of the TDEC Class V Injection Well Permit and the water quality requirements of the City of Morristown. The owner of any Outparcel shall install and maintain on its Outparcel a water quality device if, and to the extent, required by the City of Morristown and/or TDEC through which a volume of storm water run-off from such Outparcel (excluding overflow volume caused by significant weather events as approved by the City of Morristown and/or TDEC) will pass prior to being discharged into the Detention Pond. Wal-Mart acknowledges that in certain weather events there will be an overflow volume of storm water that will by-pass approved water quality devices and enter the Detention Pond. Provided that the owner of any Outparcel installs and properly maintains a water quality device if, and to the extent, required by the City of Morristown and/or TDEC, storm water overflow that by-passes such water quality device as a result of a weather event that such water quality device is not designed to accommodate shall not be deemed a Storm Water Violation (as defined below) so long as the quality of the storm water that is drained into the Detention Pond from the Outparcel is not materially less than the quality of the storm water being drained into the Detention Pond by Wal-Mart from the Wal-Mart Tract.

(3) Storm Water Quality; Assessment and Remedies. Wal-Mart may conduct such monitoring, sampling, and analysis of the storm water run-off from an Outparcel as it deems prudent or desirable. In the event that Wal-Mart obtains a report from an independent third-party water quality laboratory or independent third-party consultant (the "Consultant") which establishes either (a) that the storm water run-off from any Outparcel into the Detention Pond does not meet the water quality standards as required by TDEC and the City of Morristown

for such Outparcel, or (b) if there are no water quality standards required by TDEC or the City of Morristown for storm water run-off from such Outparcel, that the quality of the storm water run-off from such Outparcel does not reasonably meet the generally accepted engineering standards for water quality for storm water run-off in the State of Tennessee ((a) and (b) each are referred to hereinafter as a "Storm Water Violation"), then Wal-Mart shall give written notice of the Storm Water Violation along with a copy of the Consultant's supporting testing results to the owner of the Outparcel causing such Storm Water Violation (for purposes of this Section 4.3, the "Responsible Party"). The Responsible Party shall provide Wal-Mart, TDEC, and/or the City of Morristown, if applicable, with written plans for the measures to be taken by the Responsible Party to correct the Storm Water Violation (the "Corrective Action Plan"). Unless, Wal-Mart, TDEC or the City of Morristown object to that Corrective Action Plan, the Responsible Party shall immediately identify and correct the cause of the Storm Water Violation in accordance with that Corrective Action Plan and with the procedures set forth below. If the Responsible Party has not corrected the Storm Water Violation within five (5) business days after receipt of written notice from Wal-Mart of a Storm Water Violation (provided, however, that if such Storm Water Violation is not reasonably capable of being cured within such five (5) business day period, such five (5) business day period shall be extended for such additional period as may be reasonably required to correct such Storm Water Violation so long as the Responsible Party commences such action within such five (5) business day period and thereafter pursues such correction with reasonable diligence), or within any shorter time period as may be required by any applicable notice of violation issued by TDEC or the City of Morristown, then the Responsible Party agrees and acknowledges that Wal-Mart would sustain immediate and irreparable loss and damage as a result of such violation for which Wal-Mart's remedy at law will be inadequate and Wal-Mart shall be entitled to the appropriate injunctive relief to remedy such violation. The purpose of any injunctive relief that may be requested by Wal-Mart is to prevent the need for future Corrective Action Plans regarding storm water run-off from the Outparcel and to insure that the terms of any permits for the Detention Pond that Wal-Mart owns will not result in violations, penalties or orders of corrective action from the issuer of such permits. The owner of an Outparcel for which a Corrective Action Plan is required acknowledges that Wal-Mart's request for injunctive relief may, among other things, include a request that the Drainage Easement be terminated as to such Outparcel resulting in a loss of use of the Detention Pond thereby requiring such owner of such Outparcel to provide for storm water detention on its Outparcel. The provisions above regarding Storm Water Violation and Corrective Action Plan shall apply to each successive Storm Water Violation. At Wal-Mart's option, upon the occurrence of a Storm Water Violation, Wal-Mart may unilaterally record an instrument in the Register's Office for Hamblen County, Tennessee, evidencing that such Storm Water Violation has occurred. If the owner of an Outparcel receives a third Storm Water Violation in any two (2) year period (excluding any Storm Water Violations that are not recorded), then notwithstanding that the owner of that Outparcel completes a Corrective Action Plan for such third Storm Water Violation, Wal-Mart shall be entitled to injunctive relief as provided for above based on the repeated Storm Water Violation pattern exhibited by such Outlot owner.

(4) Indemnity. The owner of each Outparcel shall indemnify, defend, and hold harmless Wal-Mart from and against any and all claims, suits, actions, liabilities, losses, damages and/or expenses (including, without limitation, reasonable attorney's fees and court costs), incurred by Wal-Mart arising directly or indirectly from such Outparcel owner's failure to

maintain the quality of storm water that is being drained into the Detention Pond from such owner's Outparcel as provided for herein. If any damage occurs or action or proceeding ("Claims") is taken or brought against Wal-Mart by reason of any of the foregoing, Wal-Mart shall provide notice of same to the owner of such Outparcel. With respect to any Claims taken or brought against Wal-Mart by any third party ("Third Party Claims"), Wal-Mart shall, upon receipt of notice of such Third Party Claims, take necessary and appropriate action to protect Wal-Mart's interests with regard to such Third Party Claims.

(5) Maintenance.

(a) Subject to contribution from the owner(s) of Outparcels as set forth below, Wal-Mart shall operate, maintain, and repair the Detention Pond for the benefit of the Wal-Mart Tract and the Outparcels and keep the same in a good and safe condition adequate for its intended use and in compliance with all applicable laws, ordinances, regulations and requirements. Commencing on the date that any retailer opens for business on an Outparcel, the owner of such Outparcel shall pay to Wal-Mart, on an annual basis and within thirty (30) days after receipt of an invoice from Wal-Mart, such owner's pro-rata share of the actual costs incurred by Wal-Mart to operate, maintain, and repair the Detention Pond and any amounts paid by Wal-Mart to Greene pursuant to subsection (b) below (collectively, the "Detention Pond Costs"); provided, however, that any and all costs of any Storm Water Violation or any discharge of a hazardous substance into the Detention Pond ("Discharge") caused solely by the owner of the Wal-Mart Tract shall be excluded from "Detention Pond Costs". Each owner's prorata share of the Detention Pond Costs shall be calculated based upon the acreage of such owner's Outparcel relative to the aggregate acreage of the Wal-Mart Tract and the Outparcels. At any Outparcel owner's request, Wal-Mart shall provide copies of bills, invoices or other reasonably satisfactory evidence of the Detention Pond Costs.

(b) In the event that Wal-Mart fails to operate, maintain, and/or repair the Detention Pond, the owner of any Outparcel shall have the right, but not the obligation, upon thirty (30) days written notice to Wal-Mart (except in the event of an emergency in which only reasonable notice under the circumstances shall be required), to enter onto the Wal-Mart Property to undertake and complete all work necessary to operate, maintain and repair the Detention Pond. Wal-Mart shall reimburse such Outparcel owner for the reasonable actual costs incurred in performing such work within thirty (30) days after receipt of an invoice accompanied by supporting documentation.

(c) Notwithstanding anything to the contrary set forth above, Wal-Mart's obligation to maintain the Detention Pond and the obligation of the Outparcel owners to pay their prorata share of the Detention Pond Costs shall not include any cleaning, repair, or restoration of the Detention Pond necessitated by the occurrence of a Storm Water Violation or Discharge. In the event of a Storm Water Violation or Discharge, Wal-Mart may elect, in its sole discretion, to either (i) require the party responsible for such Storm Water Violation or Discharge to clean, repair, and restore the Detention Pond to the same condition existing prior to such Storm Water Violation or Discharge at such party's sole cost and expense, including the payment of any fines or penalties charged by any governmental authority in connection with such Storm Water Violation or Discharge, or (ii) clean, repair, and restore the Detention Pond to the same condition existing prior to the Storm Water Violation or Discharge

and invoice the party responsible for such Storm Water Violation or Discharge for Wal-Mart's costs so incurred, including any fines or penalties paid by Wal-Mart to any governmental authority in connection with such Storm Water Violation or Discharge, plus an administration fee equal to twenty-five percent (25%) of all such costs, which invoice shall be paid within thirty (30) days after receipt.

5. Parking Ratios, Maintenance, and Taxes.

5.1. Parking Ratios. Wal-Mart agrees that at all times there shall be independently maintained on the Wal Mart Tract parking area sufficient to accommodate not fewer than 4.0 car spaces for each 1,000 square feet of building or buildings on the Wal-Mart Tract. Wal-Mart and the owners of the Outparcels agree that at all times there shall be independently maintained on each Outparcel parking area sufficient to accommodate not fewer than: (i) 15 spaces for every 1,000 square feet of building space for any restaurant or entertainment use in excess of 5,000 square feet, (the same ratio shall be provided for a McDonald's Restaurant, notwithstanding a building footprint of less than 5,000 square feet); or (ii) 10 spaces for every 1,000 square feet of building space for any restaurant or entertainment use less than 5,000 square feet (subject to the exception above); or (iii) 5.0 spaces per 1,000 square feet of building space for any other use on Greene Outparcel 1 and the Wal-Mart Outparcel, and 4.0 spaces per 1,000 square feet of building space for any other use on Greene Outparcel 2.

5.2. Maintenance.

(1) Each Tract and Outparcel shall be kept neat, orderly, planted in grass and trimmed until improved and constructed. Following completion of the improvements on any Tract or Outparcel, the owner of such Tract or Outparcel shall maintain its property in good condition and repair. The maintenance is to include, without limitation, the following:

(a) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;

(b) Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(c) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;

(d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

(e) Maintaining all perimeter and exterior building walls including but not limited to all retaining walls in a good condition and state of repair; and

(f) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary.

(g) Except as specifically provided in Section 4.3(5) above, maintaining elements of the storm water drainage system, including, but not limited to, the installation, maintenance, repair and replacement of necessary erosion controls.

(2) Expenses. Except as specifically provided in Section 4.3(5), the owner of each Tract or Outparcel shall pay the maintenance expense of its own Tract or Outparcel.

(3) Casualty. Once constructed, in the event of any damage to or destruction of a building on any Tract or Outparcel, the owner of such Tract or Outparcel shall (or shall cause its lessee to), at its sole cost and expense, with due diligence either (a) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with or violate this Agreement), or (b) demolish and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. Nothing contained in paragraph shall be deemed to allow an owner or lessee to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an owner and such owner's lessee.

5.3. Taxes. The owner of each Tract or Outparcel shall pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against the real property and improvements owned by it.

6. Signs. No sign shall be located on any Tract or Outparcel except signs advertising businesses conducted thereon. No rooftop sign shall be erected on any building constructed on the Outparcels. No freestanding identification sign may be erected on the Outparcels that exceeds 25 feet in height or 50 square feet in surface area. Notwithstanding the foregoing there may be erected on the Outparcels entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, not to exceed 3'3" in height. No signs shall obstruct the ingress and egress shown on Exhibit A. In the event of conflict between the terms of this Section 6 and any ordinance, rule, or regulation of the City of Morristown, the more restrictive provision shall control.

7. Indemnification/Insurance.

7.1. Indemnification. Each owner of a Tract or Outparcel hereby indemnifies and saves the owners of all other Tracts and Outparcels and such owners' lenders, employees, and lessees harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own Tract or Outparcel or from its exercise of any rights granted to it herein, except that an owner shall not be obligated to so indemnify any party to the extent such matter was caused by the act or negligence of such other party.

7.2. Insurance.

(1) Each owner of a Tract or Outparcel shall procure and maintain (or cause its lessee(s) to procure and maintain) in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$2,000,000.00 for injury or death of a single person, and to the limit of not less than \$2,000,000.00 for any one occurrence, and to the limit of not less than \$2,000,000.00 for property damage. Each owner of a Tract or Outparcel shall provide Wal-Mart and any other Existing Interest Holders (as hereinafter defined) with certificates of such insurance from time to time upon written request by such party to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to each of the other Existing Interest Holders. The obligations of an owner of a Tract or Outparcel to maintain insurance under this provision may be satisfied by the lessee of such Tract or Outparcel.

(2) At all times during the term of this Agreement, each owner of a Tract or Outparcel shall keep improvements on its Tract or Outparcel insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended coverage Clause in effect from time to time in the state of Tennessee, with such insurance to be for the full replacement value of the insured improvements. The obligations of an owner of a Tract or Outparcel to maintain insurance under this provision may be satisfied by the lessee of such Tract or Outparcel. The owner of a Tract or Outparcel shall pay for any increase in the cost of insuring the improvements on the other Tracts or Outparcels if such increase is due to the use by such owner or its tenant(s) of the first Tract or Outparcel.

(3) Policies of insurance provided for in this Section 7 shall name Wal-Mart and each of the other Existing Interest Holders as additional insureds as their respective interests may appear, and each of them shall provide to the other (upon request from time to time) certificates evidencing the fact that such insurance has been obtained.

(4) Notwithstanding anything in this Agreement to the contrary, the owner and lessee of each Tract or Outparcel, each for itself and its property insurer, hereby releases the owners and lessees of each other Tract or Outparcel, and their respective employees and agents from and against any and all claims, demands, liabilities or obligations whatsoever for damage to each other's property or loss of rents or profits resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any tenant, agent, associate or employee of the party being released, this release being only to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated under this Agreement to carry, or, if the releasing party is not carrying that insurance, then only

to the extent such damage or loss would be covered if the releasing party were carrying that insurance.

(5) Notwithstanding anything to the contrary contained in this Section 7, so long as the net worth of Wal-Mart shall exceed One Hundred Million Dollars (\$100,000,000.00), and so long as Wal-Mart is owner or lessee of the Wal-Mart Tract, Wal-Mart shall have the right to retain (in whole or in part) the financial risk for any claim. Any other owner or tenant of a Tract or Outparcel that is required to provide the insurance required by this Section 7 shall have the right to retain the financial risk for any claim so long as such owner or tenant has a net worth in excess of One Hundred Million Dollars (\$100,000,000.00) and so long as such owner or tenant provides Wal-Mart with reasonable documentation of such net worth.

8. Eminent Domain.

8.1. Owner's Right To Award. Nothing herein shall be construed to give the owner of any Tract or Outparcel any interest in any award or payment made to another party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's Tract or Outparcel giving the public or any government any rights in said Tract or Outparcel. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of a Tract or Outparcel, the award attributable to the land and improvements of such Tract or Outparcel shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other Tract or Outparcel.

8.2. Collateral Claims. All other owners of Tracts or Outparcels may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner.

8.3. Tenant's Claim. Nothing in this Section 8 shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.

8.4. Restoration Of Required Access Easement Areas. In the event any portion of the Required Access Easement Areas is condemned, the owner of the Wal-Mart Tract shall use commercially reasonable efforts to provide alternative access to any affected portion of the Outparcels, to the extent that the proceeds of such award are sufficient to pay the cost of construction of such alternative access without contribution from any other owner.

9. Rights And Obligations Of Lenders. If, by virtue of any right or obligation set forth herein, a lien shall be placed upon any Tract or Outparcel, such lien shall expressly be subordinate and inferior to the lien of any mortgage or deed of trust now or hereafter placed on such Tract or Outparcel. Except as set forth in the preceding sentence, however, any holder of a lien on any Tract or Outparcel, and any assignee or successor in interest of such lienholder, shall be subject to the terms and conditions of this Agreement.

10. Release from Liability. Any person acquiring fee or leasehold title to any portion of the Wal-Mart Tract or the Outparcels shall be bound by this Agreement only as to the Tract, Outparcel or portion of the Tract or Outparcel acquired by such person. In addition, such person

shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such Tract, Outparcel or portion of the Tract or Outparcel, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this Section, the easements, covenants and restrictions in this Agreement shall continue to be benefits to and servitudes upon said Tracts and Outparcels running with the land.

11. Breach.

11.1. Breach. In the event of breach or threatened breach of this Agreement, the record owner(s) or lessee(s) of any other Tract or Outparcel shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach.

11.2. Right of Entry. The defaulting party hereby grants to the aggrieved party a non-exclusive right of entry and non-exclusive easements across and under any and all parts of the defaulting party's Tract or Outparcel (excluding the right to enter any buildings demised to or owned by or leased to others) for all purposes reasonably necessary to enable the aggrieved party (acting directly or through agents, contractors, or subcontractors), to perform any of the terms, provisions, covenants or conditions of this Agreement which the defaulting party shall have failed to perform, after notice and time to cure, as aforesaid, but no notice and time to cure need be given in the event of any emergency.

12. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

13. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by both Greene and Wal-Mart, there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or canceled only by the mutual agreement of the owner of each Tract or Outparcel; provided, however, that in the event the owner of an Outparcel records a supplemental declaration, executed by the owner of such Outparcel, confirming that (a) such Outparcel has been leased by such owner to a third party lessee, and (b) such owner has granted such third party lessee the right to consent to any modification of this Agreement, then from and after such date until such time as such third party lessee no longer holds a leasehold interest with respect to such Outparcel, any modification or cancellation of this Agreement shall also require the written approval of such third party lessee.

14. Compliance with all Laws. Each party hereto shall exercise all rights and obligations set forth herein in compliance with all applicable federal, state, and local laws, regulations, ordinances, rules, orders, permits, authorizations, approvals, and other requirements, including, but not limited to, those governing the prevention, abatement and elimination of pollution and/or protection of the environment, those governing the employment of its workers,

and those relating to storm water discharges or control of erosion or sediment discharges from construction projects, including, but not limited to the Clean Water Act, 33 U.S.C. § 1251 et seq., and the Storm Water General Permit for Discharges Associated with Construction Activities.

15. Non-Merger. This Agreement shall not be subject to the doctrine of merger.

16. Duration. Unless otherwise canceled or terminated, all of the easements granted in this Agreement shall continue in perpetuity and all other rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof.

17. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

19. Transfer of Interests: Notices.

19.1. Transfer of Interests. In the event that any person or entity (the "Acquiring Party") shall acquire a fee, leasehold or mortgage interest in any Tract or Outparcel subject to this Agreement, or any portion thereof, the Acquiring Party shall execute and file in the land records of Hamblen County, Tennessee, a statement setting forth the name of the Acquiring Party, the address of the Acquiring Party to which all notices for the purposes of this Agreement may be sent, the nature of the interest held by the Acquiring Party, and the date that such interest was acquired (the "Notice Statement"). Contemporaneously with such filing, the Acquiring Party shall also send by certified mail, return receipt requested, a copy of such Notice Statement to all other persons or entities then holding fee, leasehold or mortgage interests in any Tract or Outparcel subject to this Agreement, or any portion thereof, as reflected by the Notice Statements then of record in the land records of Hamblen County, Tennessee (the "Existing Interest Holders"). Until such time as an Acquiring Party files and mails such Notice Statement in accordance with the terms of this Section 19.1, it shall not be entitled to receive any notice required or permitted to be given under this Agreement, and the Existing Interest Holders shall have no obligation to give any such notice to the Acquiring Party. Any change of address shall require the filing and mailing of a new Notice Statement. It is understood and agreed that the provisions of this Section 19.1 regarding the recordation of the Notice Statement are satisfied with respect to Greene and Wal-Mart.

19.2. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

Wal-Mart Wal-Mart Real Estate Business Trust (Store No. #6370-00)
702 S.W. 8th Street
Bentonville, AR 72716
Attention: President

With copy to: Wal-Mart Real Estate Business Trust (Store No. #6370-00)
Attn: Property Management, State of Tennessee
2001 S.E. 10th Street
Bentonville, AR 72716-0550

Greene: Shannon and Janice Greene
3407 Andrew Johnson Highway
Morristown, TN 37814

Notices shall be effective upon receipt or refusal. In the event that any person acquires a fee interest in the Wal-Mart Tract or the Outparcels said person shall be entitled to provide a request for notice to the addressees listed above, which request, in order to be effective, must also be recorded in the Hamblen County Register's Office. Any party shall be entitled to change its address for notice by providing notice of such change and recording a copy of the notice of such change in the Hamblen County Register's Office. Until such time as the notice of change is effective pursuant to the terms of this Section 19 and until such time as it is recorded as required above, the last address of said party shall be deemed to be the proper address of said party

20. Counterparts. This Agreement may be executed in one or more counterparts each of which in the aggregate shall constitute one and the same instrument.

21. Work on Wal-Mart Tract. If Greene or an owner of any Greene Outparcel, or any other person or entity authorized under this Agreement to perform work on the Wal-Mart Property, undertakes to perform work on the Wal-Mart Property pursuant to the terms of this Agreement, then such person or entity shall comply with the terms and conditions set forth in Exhibit G, attached hereto and made a part hereof, with respect to all such work performed on the Wal-Mart Property.

22. References to "Wal-Mart". In the event Wal-Mart transfers and conveys the Wal-Mart Outparcel to a third party, all references in this Agreement to "Wal-Mart" shall thereafter refer only to the owner of the Wal-Mart Tract. By way of example, following the transfer of the Wal-Mart Outparcel to a third party, the various approval rights afforded to Wal-Mart under this Agreement shall be held only by the owner of the Wal-Mart Tract and in no event shall the owner of the Wal-Mart Outparcel be entitled to exercise any such approval rights.

The remainder of this page is left blank intentionally.

Signature pages follow.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust

By: *BH*
Brian Hooper, Vice President – Real Estate

"Wal-Mart"

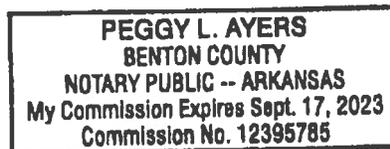
STATE OF ARKANSAS)

COUNTY OF BENTON)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Brian Hooper to me known (or proved to me on the basis of satisfactory evidence) to be the Vice President – Real Estate of WALMART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust, who acknowledged that he/she executed the foregoing instrument for the purposes therein contained by signing the name of the statutory trust as such Vice President.

WITNESS my hand, at office, this 20th day of January, 2014.

Peggy L. Ayers
NOTARY PUBLIC
My commission expires: 9/17/2023



IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

[Signature]
SHANNON W. GREENE

[Signature]
JANICE G. GREENE

"Greene"

STATE OF TN)
COUNTY OF Hamblen)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Shannon W. Greene, with whom I am personally acquainted, and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained

WITNESS my hand, at office, this 22 day of Jan, 2014.

[Signature]
NOTARY PUBLIC
My commission expires: 02-28-16

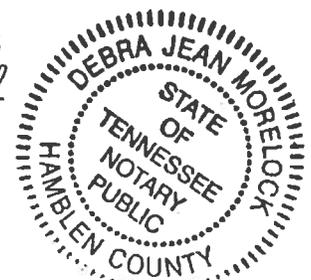


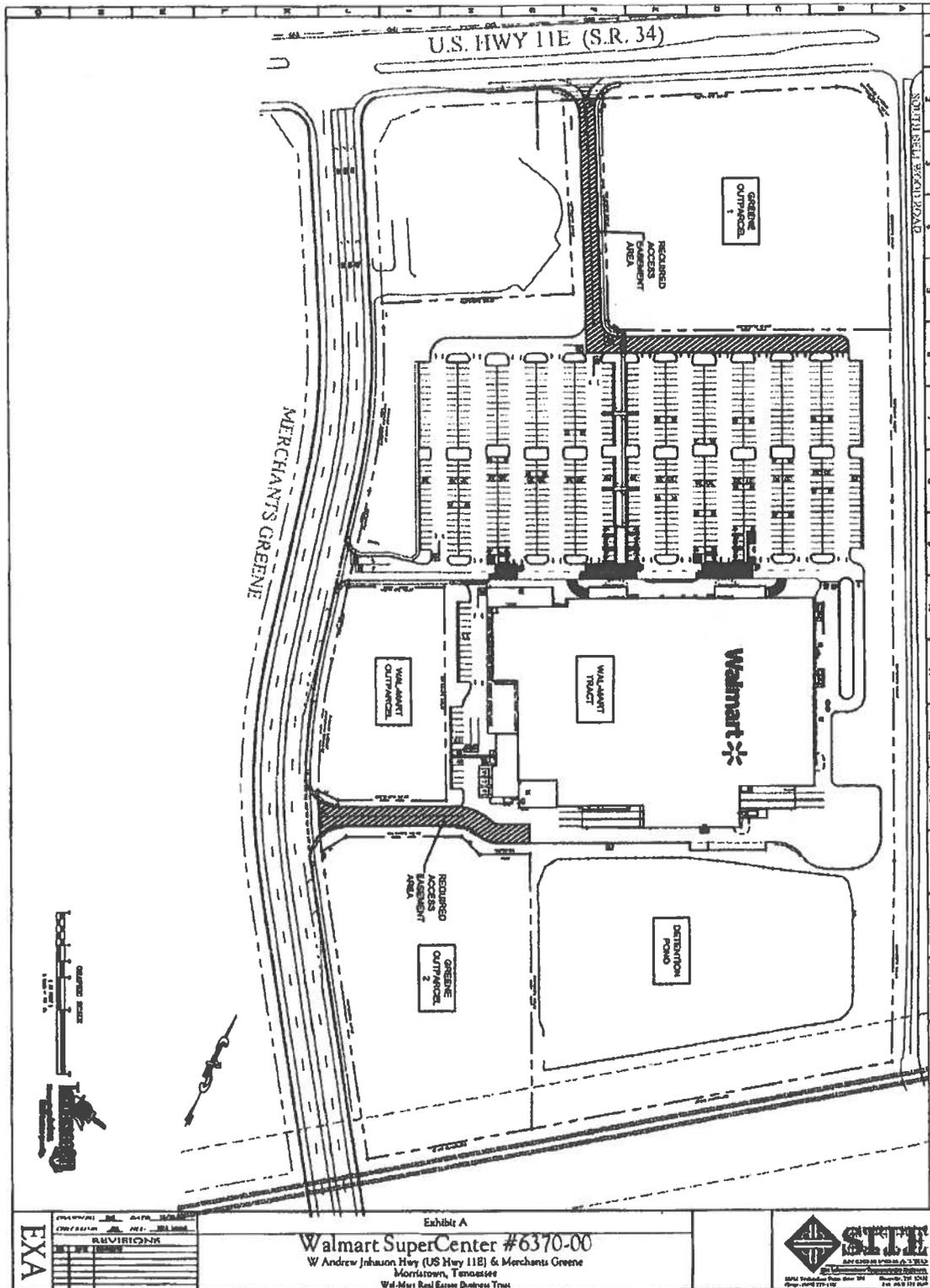
STATE OF TN)
COUNTY OF Hamblen)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Janice G. Greene, with whom I am personally acquainted, and who, upon oath, acknowledged that she executed the foregoing instrument for the purposes therein contained

WITNESS my hand, at office, this 22 day of Jan., 2014.

[Signature]
NOTARY PUBLIC
My commission expires: 02-28-16





ECR EXHIBIT "A"

EXHIBIT B

(Wal-Mart Tract and Wal-Mart Outparcel legal descriptions)

Wal-Mart Tract (Lot 1B):

SITUATED, LYING, AND BEING in the 1st Civil District of Hamblen County, Tennessee, within the corporate limits of the City of Morrilltown, Tennessee, being Lot 1B, according to the plat of Resubdivision of Lot 1, Merchants Greene Subdivision, by SITE, Incorporated, dated January 16, 2014, ~~2013~~, of record in the Register's Office of Hamblen County, Tennessee, in KPLAT, page 84, and being more particularly bounded and described as follows to wit:

BEGINNING at an iron rod set on the eastern right of way of US Highway 11E, a common corner with Lot 2, said iron rod being located N73°37'19"E 366.87 feet from the centerline intersection of State Route 474 and US Highway 11E; thence leaving the line of Lot 2 and with the eastern right of way of US Highway 11E, N62°31'18"E, a distance of 64.01 feet to an iron rod set, a common corner with Lot 1A; thence leaving the eastern right of way of US Highway 11E and with the line of Lot 1A the following four calls: 1) with a non tangent curve to the left, having a radius of 46.09 feet, an arc distance of 18.43 feet, a chord bearing of S13°38'40"E, and a chord distance of 18.31 feet to an iron rod set; 2) S26°22'03"E, a distance of 327.36 feet to an iron rod set; 3) with a curve to the left having a radius of 15.00 feet, an arc distance of 23.18 feet, a chord bearing of S70°37'51"E, and a chord distance of 20.94 feet to an iron rod set; 4) N65°06'21"E, a distance of 424.66 feet to an iron rod set on the southern right of way of South Bellwood Road; thence leaving the line of Lot 1A and with the southern right of way line of South Bellwood Road the following three calls: 1) S25°24'01"E, a distance of 266.15 feet to an iron rod set; 2) S24°53'42"E, a distance of 560.02 feet to an iron rod set; 3) S23°49'37"E, a distance of 311.99 feet to an iron rod set on the western edge of the CSX Property; thence leaving the southern right of way of South Bellwood Road and with the line of CSX Railroad, S54°45'51"W, a distance of 573.64 feet to an iron rod set, a common corner with Lot 1D; thence leaving the line of CSX Railroad and with the line of Lot 1D the following five calls: 1) N24°53'42"W, a distance of 426.73 feet to an iron rod set; 2) S65°06'18"W, a distance of 77.93 feet to an iron rod set; 3) N69°53'42"W, a distance of 39.60 feet to an iron rod set; 4) S65°06'18"W, a distance of 182.75 feet to an iron rod set; 5) S34°18'33"W, a distance of 44.98 feet to an iron rod set on the northern right of way of State Route 474; thence leaving the line of Lot 1D and with the northern right of way of State Route 474, with a non tangent curve to the right, having a radius of 894.93 feet, an arc distance of 95.43 feet, a chord bearing of N28°01'43"W, and a chord distance of 95.38 feet to an iron rod set, a common corner with Lot 1C; thence leaving the northern right of way of State Route 474 and with the line of Lot 1C the following four calls: 1) S89°09'16"E, a distance of 35.03 feet to an iron rod set; 2) N65°06'18"E, a distance of 169.78 feet to an iron rod set; 3) N24°53'42"W, a distance of 330.33 feet to an iron rod set; 4) S65°06'18"W, a distance of 152.28 feet to an iron rod set on the northern right of way of State Route 474; thence leaving the line of Lot 1C and with the northern right of way of State Route 474 the following three calls: 1) N11°50'04"W, a distance of 154.01 feet to an iron rod found; 2) with a non tangent curve to the left, having a radius of 935.03 feet, an arc distance of 257.34 feet, a chord bearing of N19°38'13"W, and a chord distance of 256.53 feet to an iron rod

found; 3) N27°25'56"W, a distance of 37.30 feet to an iron rod set, a common corner with Lot 2; thence leaving the northern right of way line of State Route 474 and with the line of Lot 2 the following two calls: 1) N62°31'09"E, a distance of 300.00 feet to an iron rod set; 2) N27°28'41"W, a distance of 299.99 feet to the POINT OF BEGINNING, containing 875,173 square feet or 20.09 acres, according to the survey by Daniel P. Humphreys, R.L.S. Number 2060, of Site Inc., 10215 Technology Drive, Suite 304, Knoxville TN 37932, dated September 9, 2013, and certified January 10, 2014. All bearings are referenced thereon to Grid North of the State of Tennessee Control System of 1983 (NAD 83(NSRS2007)).

Wal-Mart Outparcel (Lot 1C):

SITUATED, LYING, AND BEING in the 1st Civil District of Hamblen County, Tennessee, within the corporate limits of the City of Morristown, Tennessee, being Lot 1C, according to the plat of Resubdivision of Lot 1, Merchants Greene Subdivision, by SITE, Incorporated, dated January 16, 2014, ~~2013~~, of record in the Register's Office of Hamblen County, Tennessee, in KPLAT, PAGE 84, and being more particularly bounded and described as follows to wit:

BEGINNING at an iron rod set on the northern right of way of State Route 474, a common corner with Lot 1B, said iron rod being located S23°24'57"E 1,125.78 feet from the centerline intersection of State Route 474 and US Highway 11E; thence leaving the line of Lot 1B and with the northern right of way of State Route 474 the following two calls: 1) with a curve to the right, having a radius of 894.93 feet, an arc distance of 205.53 feet, a chord bearing of N18°23'40"W, and a chord distance of 205.08 feet to an iron rod set; 2) N11°50'04"W, a distance of 114.32 feet to an iron rod set, a common corner with Lot 1B; thence leaving the northern right of way of State Route 474 and with the line of Lot 1B the following four calls: 1) N65°06'18"E, a distance of 152.28 feet to an iron rod set; 2) S24°53'42"E, a distance of 330.33 feet to an iron rod set; 3) S65°06'18"W, a distance of 169.78 feet to an iron rod set; 4) N89°09'16"W, a distance of 35.03 feet to the POINT OF BEGINNING, containing 60,683 square feet or 1.39 acres, according to the survey by Daniel P. Humphreys, R.L.S. Number 2060, of Site Inc., 10215 Technology Drive, Suite 304, Knoxville TN 37932, dated September 9, 2013, and certified January 10, 2014. All bearings are referenced thereon to Grid North of the State of Tennessee Control System of 1983 (NAD 83(NSRS2007)).

Lot 1B and Lot 1C being the same property conveyed to Wal-Mart Real Estate Business Trust, a Delaware statutory trust, by Special Warranty Deed from Shannon W. Greene and Janice G. Greene dated January 31, 2014, of record in Book 1566, Page 556 in the Register's Office of Hamblen County, Tennessee.

EXHIBIT C

(Greene Outparcel #1 and Greene Outparcel #2 legal descriptions)

Greene Outparcel #1 (Lot 1A):

SITUATED, LYING, AND BEING in the 1st Civil District of Hamblen County, Tennessee, within the corporate limits of the City of Morrystown, Tennessee, being Lot 1A, according to the plat of Resubdivision of Lot 1, Merchants Greene Subdivision, by SITE, Incorporated, dated January 14, 2014, 2013, of record in the Register's Office of Hamblen County, Tennessee, in KPLAT, PAGE 04 and being more particularly bounded and described as follows to wit:

BEGINNING at an iron rod set on the eastern right of way of US Highway 11E, a common corner with Lot 1B, said iron rod being located N71°58'45"E 429.86 feet from the centerline intersection of State Route 474 and US Highway 11E; thence leaving the line of Lot 1B and with the eastern right of way of US Highway 11E the following two calls: 1) N62°31'18"E, a distance of 363.82 feet to an iron rod found; 2) with a curve to the right having a radius of 75.00 feet, an arc distance of 120.53 feet, a chord bearing of S71°26'22"E, and a chord distance of 107.97 feet to an iron rod set on the southern right of way of South Bellwood Road; thence leaving the eastern right of way of US Highway 11E and with the southern right of way of South Bellwood Road, S25°24'01"E, a distance of 301.98 feet to an iron rod set, a common corner with Lot 1B; thence leaving the southern right of way of South Bellwood Road and with the common line of Lot 1B the following four calls: 1) S65°06'21"W, a distance of 424.66 feet to an iron rod set; 2) with a curve to the right having a radius of 15.00 feet, an arc distance of 23.18 feet, a chord bearing of N70°37'51"W, and a chord distance of 20.94 feet to an iron rod set; 3) N26°22'03"W, a distance of 327.36 feet to an iron rod set; 4) with a non tangent curve to the right, having a radius of 46.09 feet, an arc distance of 18.43 feet, a chord bearing of N13°38'40"W, and a chord distance of 18.31 feet to the POINT OF BEGINNING, containing 162,166 square feet or 3.72 acres, according to the survey by Daniel P. Humphreys, R.L.S. Number 2060, of Site Inc., 10215 Technology Drive, Suite 304, Knoxville TN 37932, dated September 9, 2013, and certified January 10, 2014. All bearings are referenced thereon to Grid North of the State of Tennessee Control System of 1983 (NAD 83(NSRS2007)).

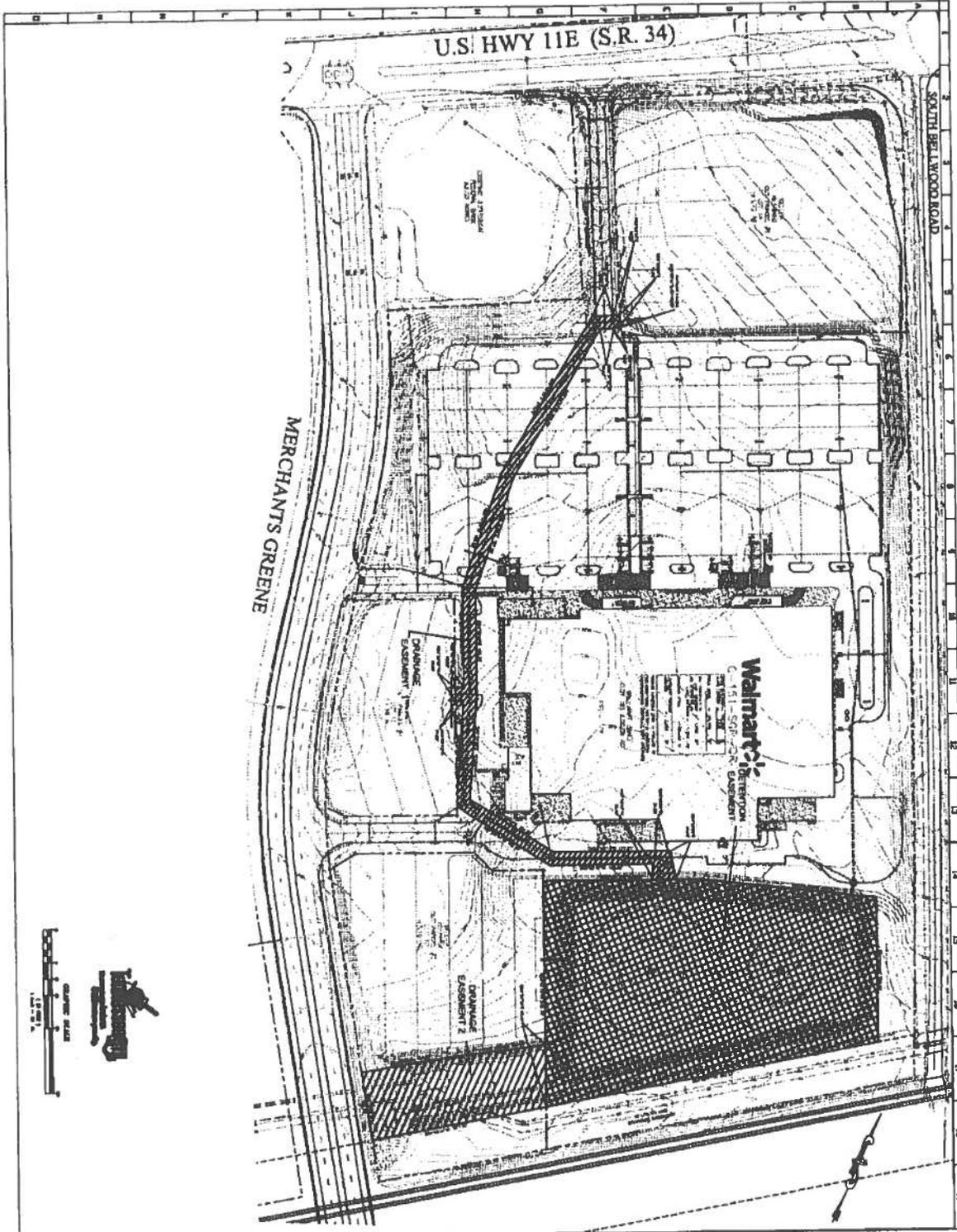
Greene Outparcel #2 (Lot 1D):

SITUATED, LYING, AND BEING in the 1st Civil District of Hamblen County, Tennessee, within the corporate limits of the City of Morrystown, Tennessee, being Lot 1D, according to the plat of Resubdivision of Lot 1, Merchants Greene Subdivision, by SITE, Incorporated, dated January 14, 2014, 2013, of record in the Register's Office of Hamblen County, Tennessee, in KPLAT, PAGE 04 and being more particularly bounded and described as follows to wit:

BEGINNING at an iron rod set on the northern right of way of State Route 474, a common corner with Lot 1B, said iron rod being located S23°46'33"E 1,220.88 feet from the centerline intersection of State Route 474 and US Highway 11E; thence leaving the northern right of way of State Route 474 and with the line of Lot 1B following five calls: 1) N34°18'33"E, a distance of 44.98 feet to an iron rod set; 2) N65°06'18"E, a distance of 182.75 feet to an iron rod set; 3) S69°53'42"E, a distance of 39.60 feet to an iron rod set; 4) N65°06'18"E, a distance of 77.93 feet to an iron rod set; 5) S24°53'42"E, a distance of 426.73 feet to an iron rod set on the western line of CSX Railroad; thence leaving the line of Lot 1B and with the line of CSX Railroad, S54°45'51"W, a distance of 261.86 feet to an iron rod set on the northern right of way of State Route 474; thence leaving the line of CSX Railroad and with the northern right of way of State Route 474 the following two calls: 1) N33°15'23"W, a distance of 449.83 feet to an iron rod set; 2) with a non tangent curve to the right, having a radius of 894.93 feet, an arc distance of 33.94 feet, a chord bearing of N32°10'11"W, and a chord distance of 33.94 feet to the POINT OF BEGINNING. Containing 138,617 square feet or 3.18 acres, according to the survey by Daniel P. Humphreys, R.L.S. Number 2060, of Site Inc., 10215 Technology Drive, Suite 304, Knoxville TN 37932, dated September 9, 2013, and certified January 10, 2014. All bearings are referenced thereon to Grid North of the State of Tennessee Control System of 1983 (NAD 83(NSRS2007)).

Lot 1A and Lot 1D being part of the same property conveyed to Shannon W. Greene and Janice G. Greene, as equal tenants in common, each owning a one-half undivided interest, by Quitclaim Deed from SWG, LLC, dated January 13, 2010, filed for record in Book 1393, page 823, in the Register's Office for Hamblen County, Tennessee.

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1/16/2014 2:42 pm



EX	NO. 1	NO. 2	NO. 3	NO. 4

EXHIBIT

Walmart SuperCenter #6370-00
 W Andrew Johnson Hwy (US Hwy 11E) & Merchants Greene
 Morristown, Tennessee
 Wal-Mart Retail Store Business Trust

EXHIBIT



SITE
Site Plan

EXHIBIT E**Legal Descriptions of Drainage Easement #1 and Detention Easement****LEGAL DESCRIPTION – Drainage Easement #1**

SITUATED, LYING, AND BEING in the 1st Civil District of Hamblin County, Tennessee, within the corporate limits of the City of Morrystown, Tennessee, and being more particularly bounded and described as follows to wit:

Beginning at a point on the common line between Lot 1A and Lot 1B, said point being located S73°35'59"E 573.85 feet from the centerline intersection of State Route 474 and US Highway 11E; thence with the common line between Lot 1A and Lot 1B the following two calls: 1) S26°22'03"E, a distance of 17.96 feet to a point; 2) with a curve to the left having a radius of 15.00 feet, an arc distance of 2.08 feet, a chord bearing of S30°20'51"E, and a chord distance of 2.08 feet to a point on the edge of said Drainage Easement #1; thence leaving the line of Lot 1A and Lot 1B and with the edge of said Drainage Easement #1 the following nine calls: 1) S59°48'31"W, a distance of 9.83 feet to a point; 2) S63°37'57"W, a distance of 19.87 feet to a point; 3) S06°18'23"W, a distance of 262.78 feet to a point; 4) S05°12'05"E, a distance of 181.20 feet to a point; 5) S24°53'42"E, a distance of 160.03 feet to a point; 6) S20°31'59"E, a distance of 161.25 feet to a point; 7) S81°59'41"E, a distance of 151.50 feet to a point; 8) N65°06'18"E, a distance of 177.81 feet to a point; 9) S34°58'25"E, a distance of 44.52 feet to a point on the line of Detention Easement; thence with the line of said Detention Easement, S65°05'09"W, a distance of 34.89 feet to a point; thence leaving the line of said Detention Easement and with the edge of said Drainage Easement #1 the following five calls: 1) N24°53'42"W, a distance of 23.85 feet to a point; 2) S65°06'18"W, a distance of 156.62 feet to a point; 3) N81°59'41"W, a distance of 169.29 feet to a point; 4) N20°31'59"W, a distance of 161.97 feet to a point; 5) S65°06'18"W, a distance of 11.89 feet to a point on the line of Lot 1C; thence with the line of Lot 1C, N24°53'42"W, a distance of 20.00 feet to a point; thence leaving the line of Lot 1C and with the edge of said Drainage Easement #1 the following six calls: 1) N65°06'18"E, a distance of 12.69 feet to a point; 2) N24°53'42"W, a distance of 153.12 feet to a point; 3) N05°12'05"W, a distance of 186.68 feet to a point; 4) N06°18'23"E, a distance of 275.73 feet to a point; 5) N63°37'57"E, a distance of 30.13 feet to a point; 6) N59°48'31"E, a distance of 10.36 feet to the POINT OF BEGINNING. Containing 24,212 square feet or 0.56 acres, according to the survey by Daniel P. Humphreys, R.L.S. Number 2060, of Site Inc., 10215 Technology Drive, Suite 304, Knoxville TN 37932. All bearings are referenced thereon to Grid North of the State of Tennessee Control System of 1983 (NAD 83(NSRS2007)).

LEGAL DESCRIPTION – Detention Easement

SITUATED, LYING, AND BEING in the 1st Civil District of Hamblin County, Tennessee, within the corporate limits of the City of Morrystown, Tennessee, and being more particularly bounded and described as follows to wit:

Beginning at a point on the common line between Lot 1B and Lot 1D, said point being located S35°43'08"E 1,616.02 feet from the centerline intersection of State Route 474 and US Highway

11E; thence with the common line between Lot 1B and Lot 1D, N24°54'16"W, a distance of 344.75 feet to a point on the edge of said Detention Easement; thence leaving the common line between Lot 1B and Lot 1D and with the edge of said Detention Easement the following three calls: 1) N65°05'12"E, a distance of 243.04 feet to a point; 2) N71°44'35"E, a distance of 267.94 feet to a point; 3) S24°53'42"E, a distance of 220.93 feet to a point on the line of the 100' Charter Railroad Right of Way; thence leaving the edge of said Detention Easement and with line of the 100' Charter Railroad Right of Way, S54°45'41"W, a distance of 517.54 feet to the POINT OF BEGINNING. Containing 147,784 square feet or 3.39 acres, according to the survey by Daniel P. Humphreys, R.L.S. Number 2060, of Site Inc., 10215 Technology Drive, Suite 304, Knoxville TN 37932. All bearings are referenced thereon to Grid North of the State of Tennessee Control System of 1983 (NAD 83(NSRS2007)).

Drainage Easement #1 and the Detention Easement being part of the same property conveyed to Wal-Mart Real Estate Business Trust, a Delaware statutory trust, by Special Warranty Deed from Shannon W. Greene and Janice G. Greene dated January 31, 2014, of record in Book 1566, Page 556 in the Register's Office of Hamblen County, Tennessee.

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1/28/2014 12:50 pm

EXHIBIT F

Legal Description of Drainage Easement #2

LEGAL DESCRIPTION – Drainage Easement #2

SITUATED, LYING, AND BEING in the 1st Civil District of Hamblin County, Tennessee, within the corporate limits of the City of Morristown, Tennessee, and being more particularly bounded and described as follows to wit:

Beginning at a point on the common line between Lot 1B and Lot 1D, said point being located S36°23'28"E 1,522.60 feet from the centerline intersection of State Route 474 and US Highway 11E; thence with the common line between Lot 1B and Lot 1D, S24°54'16"E, a distance of 95.21 feet to a point on the line of the 100' Charter Railroad Right of Way; thence leaving the common line between Lot 1B and Lot 1D and with the line of the 100' Charter Railroad Right of Way, S54°45'41"W, a distance of 271.33 feet to a point on the Eastern Right of Way of State Route 474; thence leaving the line of the 100' Charter Railroad Right of Way and with the Eastern Right of Way of State Route 474, N33°15'23"W, a distance of 105.40 feet to a point on the edge of said Drainage Easement #2; thence leaving the Eastern Right of Way of State Route 474 and with the edge of said Drainage Easement #2 the following two calls: 1) N55°41'20"E, a distance of 131.87 feet to a point; 2) N58°19'51"E, a distance of 153.20 feet to the POINT OF BEGINNING. Containing 28,192 square feet or 0.65 acres, according to the survey by Daniel P. Humphreys, R.L.S. Number 2060, of Site Inc., 10215 Technology Drive, Suite 304, Knoxville TN 37932. All bearings are referenced thereon to Grid North of the State of Tennessee Control System of 1983 (NAD 83(NSRS2007)).

Drainage Easement #2 being part of the same property conveyed to Shannon W. Greene and Janice G. Greene, as equal tenants in common, each owning a one-half undivided interest, by Quitclaim Deed from SWG, LLC, dated January 13, 2010, filed for record in Book 1393, page 823, in the Register's Office for Hamblen County, Tennessee.

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1/28/2014 12:51 pm

EXHIBIT "G"

CONDITIONS FOR WORK ON WAL-MART PROPERTY

1. **STORM WATER COMPLIANCE.** In connection with any earth-disturbing activities performed on the Wal-Mart Property pursuant to this Agreement, the person or entity authorized under this Agreement to perform such work (the "Developer") shall comply with all federal, state or local laws, regulations, ordinances, permits or other authorizations, approvals or other requirements relating to storm water discharges or the control of erosion or sediment discharges from construction projects, including but not limited to the Clean Water Act, 33 U.S.C. § 1251 *et seq.* and the July 2003 NPDES General Permit for Stormwater Discharges Associated with Construction Activities (the "EPA General Permit") (collectively the "Storm Water Requirements"). Developer agrees to assume operational control over storm water compliance applicable to Developer's construction, to develop a comprehensive storm water pollution prevention plan applicable to Developer's construction and to submit a Notice of Intent for coverage under the EPA General Permit or analogous state permit as follows:

(a) **Operational Control.** For purposes of this Agreement, the parties adopt the definition of "Operational Control" developed by the U.S. Environmental Protection Agency ("EPA") in the EPA General Permit and associated Fact Sheet: Operational Control shall mean control over construction plans and specifications applicable to Developer's construction, including the ability to make modifications to those plans and specifications, or day-to-day operational control of those activities applicable to Developer's construction at the Wal-Mart Property or the Greene Outparcels which are necessary to ensure compliance with the Comprehensive Storm Water Pollution Prevention Plan (the "Comprehensive SWPPP") for the Wal-Mart Property, or other permit conditions. Operational Control relates only to control of storm water compliance, and not control of vertical building construction. The parties agree that Developer and Developer's general contractor (the "Developer General Contractor") shall have Operational Control over the portion of the Wal-Mart Property affected by Developer's construction activities.

(b) **Comprehensive SWPPP Development; Permit Coverage.** Developer shall develop (and provide Wal-Mart with a copy for reference) a comprehensive Storm Water Pollution Prevention Plan for the portion of the Wal-Mart Tract affected by Developer's construction activities (the "Comprehensive SWPPP") which shall, at a minimum, meet the requirements of the EPA General Permit or the relevant state General Permit for Storm Water Discharges Associated with Construction Activities (collectively the "General Permit" or "Permit"), and any other Storm Water Requirements. Consistent with EPA's guidance in the EPA General Permit and Fact Sheet, Developer shall state in the Comprehensive SWPPP that Developer and Developer General Contractor shall have Operational Control over the portion of the Wal-Mart Tract affected by Developer's construction activities, and that Developer and Developer General Contractor shall be responsible for installing and maintaining all erosion and sediment controls (or storm water Best Management Practices ("BMPs")) on such portion of the Wal-Mart Tract. Without limitation, Developer and Developer General Contractor shall have Operational Control over, and shall include in the Comprehensive SWPPP, appropriate BMPs for

any fuel storage, concrete washout, trash collection, or site entrance or exit areas at such portion of the Wal-Mart Tract. Throughout work at the site, Developer shall ensure that the Comprehensive SWPPP is readily available at the site, or at a location designated pursuant to the applicable Permit, for review by any contractor or employee, as well as any local, state or federal inspector. Developer and the Developer General Contractor shall submit any Notice of Intent or other permit application required by the relevant Permit or Storm Water Requirements prior to initiating any ground-disturbing activities covering the number of acres disturbed by the construction activities planned on the Wal-Mart Tract.

(c) Retention of Records by Developer. Developer agrees that it will retain in files that are readily accessible all records required by the applicable Permit or other Storm Water Requirements applicable to the construction project at the Wal-Mart Tract for a minimum of five (5) years, or for such longer time as may be required by said Permit or Storm Water Requirements. Such records shall, without limitation, include the Permit, the Comprehensive SWPPP (including but not limited to all erosion and sediment control drawings), all reports of inspection of the storm water controls at the Wal-Mart Tract, all rainfall records, notices of violation or orders and responses thereto, and other documents relative to storm water controls at the Wal-Mart Tract. Developer shall at any time, upon request of Wal-Mart, provide Wal-Mart with copies of any or all such records at Developer's sole expense and within seven (7) days of Wal-Mart's written request.

2. IMMIGRATION COMPLIANCE. With respect to Developer's work on the Wal-Mart Tract, Developer shall (i) comply in all respects with all immigration laws, statutes, rules, codes and regulations, (ii) properly maintain all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Developer's employees, and (iii) respond in a timely fashion to any inspection requests related to such I-9 Forms. Developer shall fully cooperate in all respects with any audit, inquiry, inspection or investigation that may be conducted by the USCIS of Developer or any of its employees. Developer agrees to immediately cease work on the Wal-Mart Tract, at any time during the term, (x) Developer violates or is in breach of any provision of this paragraph or (y) the USCIS determines that Developer has not complied with any of the immigration laws, statutes, rules, codes and regulations of the United States and not to re-commence work until Developer has established to Wal-Mart's reasonable satisfaction that Developer's work will continue in compliance with this paragraph. Developer shall require all contractors and subcontractors performing any work on the Wal-Mart Tract to make the covenants set forth in this paragraph.

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1/16/2014 2:45 pm

BK/PG: 1566/571-600
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30 PGS AL-EASEMENT	
MARSHA BATCH: 90819	
02/03/2014 - 12:34 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	150.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	152.00

STATE OF TENNESSEE, HAMBLEN COUNTY
JIM CLAWSON
REGISTER OF DEEDS