

Prepared by William T. Ridley
Attorney at Law
396 South Main Street
Crossville, Tennessee 38555

**It is the responsibility of the Grantee of this instrument
to immediately record it. Failure to record this
instrument could adversely affect the validity of your title.**

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration not herein mentioned, receipt of all of which is hereby acknowledged, **THE CITY OF CROSSVILLE, TENNESSEE**, a municipal corporation, have this day bargained and sold and by these presents do hereby bargain, sell, transfer and convey its interest unto **FORBUS INVESTMENTS, LLC**, a local company, its successors, representatives, and assigns in the following described property:

In the First Civil District of Cumberland County, Tennessee, bounded and described as follows:

Being a part of the real property acquired by Grantor by deed of record at Book 1374, Page 2293, Register's Office, Cumberland County, Tennessee.

Tax Map 74, Parcel 52.05

Tract B: Beginning on an iron pin (found) in the southern right of way of Interchange Drive at the northwest corner of Cox (146, 75); thence with the west line of Cox, South 06°56'29" West, a distance of 218.02 feet to an iron pin (found) the northeast corner of C & T Associates (1303, 110); thence South 06°49'27" West, passing an iron pin (found) at 134.53 feet, an iron pin (found) at 577.60 feet, a total distance of 676.55 feet to a ½" iron pin and cap set this survey in the northern right of way of Interstate 40; thence with said right of way, North 57°47'10" West, a distance of 340.31 feet to an iron pin (found) the southeast corner of Clark (1333, 2028); thence with the east line of Clark, North 10°22'56" East, a distance of 775.53 feet to an iron pin (found) in the southern right of way of Interchange Drive; thence with said right of way, having a radius of 2788.75 feet, a delta angle of 4°07'32", a chord bearing of South 79°09'28" East, a chord length of 200.76 feet and an arc length of 200.80 feet to a ½" iron pin and cap set this survey; thence South 72°24'36" East, a distance of 60.56 feet to the Point of Beginning containing 5.49 ACRES, more or less. As surveyed by Timothy L.

Goad R.L.S. #1748 on February 23, 2011, and shown on drawing #1511-01. Bearings are based on a Tennessee State Plane (NAD 83).

This parcel is subject to any right of ways, easements, and/or restrictions that may affect this survey.

I do hereby certify that this is a category "A" survey with a ratio of precision of the unadjusted survey of 1: 10,000 or greater.

Timothy L. Goad R.L.S. #1748

There is, however, further reserved unto Grantor the following Sign Tract and perpetual easements as described below:

Permanent Easement (Sign Tract):

Commencing at an iron pin (found) at the southwest corner of Brahmanand Hospitality (1283, 1647) in the northern Right of way Interstate 40 and the southeast corner of the parent tract. Thence North 57°17'10" West, a distance of 175.00 feet to a ½" iron pin and cap set this survey and being the Point of Beginning of the parcel herein described; Thence from the point of beginning and with the right of way of I-40, North 57°47'10" West, a distance of 50.00 feet to a ½" iron pin and cap set this survey; Thence leaving the right of way, North 32°12'50" East, a distance of 50.00 feet to a ½" iron pin and cap set this survey; Thence South 57°47'10" East, a distance of 50.00 feet to a ½" iron pin and cap set this survey; Thence South 32°12'50" West, a distance of 50.00 feet to the Point of Beginning Containing 2,500 square feet or 0.0574 Acres, more or less.

Access, Maintenance, and Construction Easement:

Beginning on an iron pin (found) at the southwest corner of Brahmanand Hospitality (1283, 1647) in the northern Right of way Interstate 40 and the southeast corner of the parent tract. Thence with said right of way of I-40, North 57°47'10" West, a distance of 175.00 feet to a ½" iron pin and cap set this survey the southeast corner of the permanent easement above described; Thence North 32°12'50" East, a distance of 50.00 feet to a ½" iron pin and cap set this survey the northeast corner of the permanent easement; Thence South 57°47'10" East, a distance of 151.27 feet to a point in the east line of the parent tract; Thence South 06°49'27" West, a distance of 55.35 feet to the Point of Beginning Containing 8,156.73 square feet or 0.1873 Acres, more or less.

20' Access Easement:

Beginning on an iron pin (found) in the southern right of way of Interchange Drive at the northwest corner of Cox (146, 75) being the northeast corner of the parent tract; Thence with the east line of the parent tract, South 06°51'16" West, a

distance of 839.22 feet to the northeast corner of the Temporary Easement above described; Thence with the north line of said easement, North 57°47'10" West, a distance of 22.10 feet to a point; Thence North 06°51'18" East, a distance of 833.54 feet to a point in the southern right of way of Interchange Drive; Thence South 72°24'36" East, a distance of 20.32 feet to the Point of Beginning.

As surveyed by Timothy L. Goad R.L.S. #1748 on December 19, 2011. Bearings are based on a Tennessee State Plane (NAD 83). This Parcel is subject to any right of ways, easements, and/or restrictions that may affect this survey. I do hereby certify that this is a category "A" survey with a ratio of precision of the unadjusted survey of 1: 10,000 or greater.

Timothy L. Goad R.L.S. #1748.

Being a portion of the same property conveyed to The City of Crossville, Tennessee, dated December 28, 2011, by virtue of a deed of record in Deed Book 1374, Page 2293, Register's Office, Cumberland County, Tennessee.

TO HAVE AND TO HOLD the above described property to the grantees, herein named, its successors, representatives, and assigns, in fee simple, forever.

Grantor covenants with the grantee herein named, that Grantor is lawfully seized and possessed of said real estate; have a good and lawful right to convey same, that it is free and unencumbered, except as above set out, and that Grantor will forever warrant and defend the title thereto against the lawful claims of any and all persons whomsoever, and Grantor binds its successors, representatives and assigns by the above covenants.

Preparer of this instrument makes no representation to the validity of the title contained herein.

This instrument was prepared from information furnished by the parties herein for which the preparer assumes no responsibility.

Executed this ____ day of _____, 2018.

The City of Crossville, Tennessee

By: _____
James S. Mayberry, Mayor

STATE OF TENNESSEE
COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared **James S. Mayberry**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself to be **Mayor of the City of Crossville**, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Crossville by himself as Mayor.

Witness my hand and official seal of office on this the ____ day of _____, 2018.

Notary Public

My commission expires: _____.

SEND TAX STATEMENT TO:

Forbus Investments, LLC
1872 West Avenue, Suite 102
Crossville, TN 38555

STATE OF TENNESSEE
COUNTY OF CUMBERLAND

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$_____, which amount is equal to or greater than the amount tax paid \$_____.

Affiant

Subscribed and sworn to before me this the ____ day of _____, 2018.

Notary Public

My commission expires: _____.