circossa Chatfin ASSESSOR OF PROPERTY **BUTNAM COUNTY**

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This Instrument Prepared by David W. Ledbetter, Attorney and Tax Bill To: P. O. Box 715, Cookeville, TN 38503

WARRANTY DEED

OWNER:

Stonecom Holdings, LLC

SEND TAX BILLS TO: Stonecom Holdings, LLC Address:216 Mahler Avenue Cookeville, TN 38501

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Joe Wilmoth*, has this day bargained and sold, and does hereby transfer and convey unto Stonecom Holdings, LLC, its successors and assigns, hereinafter referred to as grantee, certain real estate located in Putnam County, State of Tennessee, as follows:

Beginning at a corner located on the property of Joe Wilmoth (322-459), said corner being N36°26'54"E 1208.89' from the center line intersections of Industrial Drive and Old Walton Road; thence severing the land of Joe Wilmoth (322-459) N41°18'30"W 208.71' to a corner; thence N48°41'30"E 208.71' to a corner: thence S41°18'30"E 208.71' to a corner; thence continuing to sever the land of Joe Wilmoth (322-459) S48°41'30"W 208.71' to the point of beginning. Containing 1.00 acre, more or less, by survey done by Bartlett Surveying, 214 East Stevens Street, Cookeville, Tennessee, 38501, Alfred M. Bartlett, R.L.S. #762, on August 11, 2011. Being Lot 1 of the Joe Wilmoth Division, recorded in Plat Cabinet G, Slide 14B, ROPCT.

EASEMENT: Also conveyed herewith is a nonexclusive 50' access and utility easement from the north right-of-way of Old Walton Road across the lands of City of Monterey (RB:499-273, 295-89) and the remaining lands of Joe Wilmoth (322-459), to the Southeast margin of the 1.00 acre tract described above, with the right to install, maintain, and upgrade said access and utility easement. Said access and utility easement is described as follow:

Beginning at a corner located at the intersection of the north right-of-way of Old Walton Road and the west margin of said 50' access easement, said corner being N47°58'19"E 1192.41' from the center line intersections of Industrial Drive and Old Walton Road; thence leaving the north right-of-way of Old Walton Road and across the lands of City of Monterey (RB:499-273, 295-89), with the west margin of said 50' access easement N40°06'14"W 93.10' to a corner; thence continuing across the lands of City of Monterey (RB:499-273, 295-89), and across the remaining lands of Joe Wilmoth (322-459), with the west margin of said 50' access easement N33°32'19"W 149.68' to a corner in the above-described property, said corner being N48°41'30"E 33.11' from the southwest corner of the above-described property; thence with said line of the above-described property N48°41'30"E 50.46' to a corner; thence leaving the above-described property, across the remaining lands of Joe Wilmoth (322-459) and across the lands of City of Monterey (RB:499-273, 295-89) with the east margin of said 50' access easement S33°32'19"E 153.63' to a corner; thence continuing across the lands of City of Monterey (RB:499-273, 295-89) with the east margin of said 50' access easement S40°06'14"E 94.12' to a corner at the intersection of the east margin of said 50' access easement and the north right-of-way of Old Walton Road; thence with the north right-of-way of Old Walton Road S54°20'27"W 50.15' to the point of beginning.

EASEMENTS FOR GUY WIRES: 7.5' on either side of an existing guy wire which is the centerline of this Easement. This Guy Wire Easement commences at the point in the Southeast line of Joe Wilmoth's 13.65 acre tract (WD 322/459) where the guy wire crosses the Joe Wilmoth Southeast line, and said Easement runs with the existing guy wire southwardly to a point 15' South of the South terminus of the existing guy wire.

The previous and last conveyance being a deed to Joe Wilmoth of record in Warranty Deed Book 322, Page 459, ROPCT.

* Grantor additionally covenant and warrant that subject property is not and has never been the personal or marital residence of Grantor, Grantor's spouse, or any minor children of the Grantor.

TO HAVE AND TO HOLD said real estate, with appurtenances, estate, title and interest belonging to the said grantee, its successors and assigns forever.

He covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered.

He further covenants and binds himself, his successors and representatives, to warrant and forever defend the title to said real estate to said grantee, its successors and assigns, against the lawful claims of all persons.

WITNESS MY HAND this 9th day of February, 2012.

STATE OF TENNESSEE **COUNTY OF PUTNAM**

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, Joe Wilmoth, with whom I am personally acquainted (or proved to me by satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and	d official seal at office, this	day of February, 2012.	ä
My Commission Expires:	NOTARY PI	UBLIC	CFE TO
STATE OF TENNESSEE COUNTY OF PUTNAM			TARK S
The actual consideration or value	whichever is greater, for this to	ransfer is \$40,000.00.	Manning.
Subscribed and sworn to before n	ne, thisday of February 2	2012/ //4	
My Commission Expires: 9/2/	Notary/Publi	M M HAVIIII	DACTOR
G:UWC to StoneMonterey.wd.doc	7	\$ S	17 :74 E
### Harold Burris, Register Putnam County #: 103533 Instrument #: 137266 ### Recorded	2 (TENY OCCUPANT	ESSEE TRACK

This Instrument prepared by David W. Ledbetter, Attorneys P.O. Box 715, Cookeville, TN 38503

EASEMENT DEED

This easement made on the 14 day of Sept, 2011, by and between the TOWN OF MONTEREY, (hereinafter called "First Party"), and JOE WILMOTH, (hereinafter called "Second Party"),

Whereas First Party represents and warrants that it owns and has fee simple title to the real property hereinafter described, and for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, First Party, for itself, its successors and assigns, grant and convey unto Second Party, his heirs and assigns, a nonexclusive access and utility easement in, to, upon and over all the following described property:

Lying and being in the Fourteenth Civil District of Putnam County, Tennessee:

Beginning at a corner located at the intersection of the north right-of-way of Old Walton Road and the west margin of said 50' access easement, said corner being N47°58'19"E 1192.41' from the center line intersections of Industrial Drive and Old Walton Road; thence leaving the north right-of-way of Old Walton Road and across the lands of City of Monterey (RB:499-273, 295-89), with the west margin of said 50' access easement N40°06'14"W 93.10' to a corner; thence continuing to Joe Wilmoth's Southeast line; thence northeastwardly with Joe Wilmoth's Southeast line 50.46' +/- to a stake; thence S40°06'14"E 94.12' to a corner at the intersection of the east margin of said 50' access easement and the north right-of-way of Old Walton Road; thence with the north right-of-way of Old Walton Road S54°20'27"W 50.15' to the point of beginning.

PREVIOUS AND LAST conveyances being Deeds to the City of Monterey of record in Warranty Deed Book 295, Page 89, and Record Book 499, Page 273, Register's Office, Putnam County, Tennessee.

Said nonexclusive access and utility easement is given for the purpose of ingress and egress, with the right to install, maintain and upgrade said access and utility easement and it is agreed and understood that it is not to be construed as an easement given to the exclusion of the First Party, its successors and assigns, or to others later granted a similar right.

To have and to hold said easement unto the Second Party, his heirs and assigns forever.

IN WITNESS WHEREOF, the First Party has duly executed this easement deed.

"First Party"

TOWN OF MONTEREY

STATE OF TENNESSEE COUNTY OF PUTNAM

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in
and for said County and State, Leff Hicks, with whom I am personally
acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath,
acknowledged himself to be Leff Hicks. May of the Town of Monterey, the within named
acknowledged himself to be Seff Micks Monterey, the within named
bargainor, and that he/she as such, being authorized so to
do, executed the foregoing instrument for the purposes therein contained by signing the name
of the Town of Monterey himself/herself as Jeff Hicks Mayor.
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straines my hand and official seal at office, this 14th day of 501. 3011
Ownthe stain y nand and official seal at office, this 17 day of 501. 3011
20(11.4Weso. 0
Jan Thereis
Notary Public
Notary Public
My Commission expires: < 10 / 14

g:/JWCtoStone/CityofMonterey.Easement.Deed