

OCT 09 1997

PARK M. (PARK) STRADER
KNOX COUNTY
PROPERTY ASSESSOR
BY AL

OWNER/RESPONSIBLE TAXPAYER:
City of Knoxville
P.O. Box 1631, Suite 681
Knoxville, TN 37901
Tax I.D. No. 120PB-016

THIS INSTRUMENT PREPARED BY:
Gordon Lee Ownby, Jr., Atty.
CROLEY, DAVIDSON & HUIE
2210 First Tennessee Plaza
Knoxville, TN 37929
(57076)

STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

ORIGINAL
Document

WARRANTY DEED

THIS INDENTURE made this 9TH day of OCTOBER, 1997,
between **MONTCARL, LLC, a Tennessee Limited Liability Company**, First
Party, and **CITY OF KNOXVILLE, a municipal corporation**, Second
Party:

W I T N E S S E T H :

THAT SAID FIRST PARTY, for and in consideration of the
sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable
consideration, to it in hand paid by said Second Party, the receipt
of which is hereby acknowledged, has granted, bargained, sold and
conveyed, and does by these presents grant, bargain, sell and
convey unto Second Party, the real property described as follows:

SITUATED in the Sixth Civil District of Knox County,
Tennessee, without the corporate limits of the City of
Knoxville, Tennessee, and being more particularly
described as follows:

TO LOCATE THE POINT OF BEGINNING, COMMENCE at a pin
marking the northwest corner of the terminus of Luxmore
Drive and being located 292.28 feet in a southwest
direction from the point of intersection of the west line
of Ramsgate Drive and the north line of Luxmore Drive,
said iron pin also marking the southwest corner of Lot
14, Kingston Hills, Unit 2, as recorded in Plat Book 35,
page 71; thence leaving said iron pin with the terminus
line of Luxmore Drive, South 5 deg. 33 min. 25 sec. West,
24.85 feet to an iron pin, being the point of BEGINNING;
thence leaving the point of BEGINNING and continuing with
the terminus line of Luxmore Drive and the west line of
Lot 12, Kingston Hills, Unit 2, South 5 deg. 24 min. 59
sec. West, 146.61 feet to an iron pin corner to Kingston
Park Subdivision thence with the line of said
subdivision, North 81 deg. 54 min. 56 sec. West, 36.60
feet to an iron pin; thence North 81 deg. 59 min. 27 sec.
West, 93.76 feet to an iron pin; thence North 75 deg. 44
min. 17 sec. West, 100.34 feet to an iron pin; thence
North 78 deg. 00 min. 38 sec. West, 391.14 feet to an
iron pin corner to Trails West Subdivision; thence with
the said subdivision, North 79 deg. 49 min. 53 sec. West,
187.45 feet to an iron pin; thence North 78 deg. 25 min.
39 sec. West, 193.76 feet to an iron pin; thence North 81
deg. 38 min. 31 sec. West, 99.59 feet to an iron pin,
corner to Timbers West Apartments; thence with their
line, North 62 deg. 32 min. 57 sec. East, 147.17 feet to
an iron pin; thence North 33 deg. 17 min. 37 sec. East,
320.08 feet to an iron pin; thence North 82 deg. 35 min.
37 sec. East, 329.66 feet to an iron pin; thence North 80
deg. 10 min. 27 sec. East, 95.85 feet to an iron pin;
thence North 52 deg. 01 min. 06 sec. East, 265.68 feet to
an iron pin; thence South 27 deg. 30 min. 21 sec. East,
433.80 feet to an iron pin; thence South 5 deg. 39 min.
51 sec. West, 359.47 feet to an iron pin; thence South 84
deg. 17 min. 46 sec. East, 25.01 feet to the point of
BEGINNING, containing 12.361 acres, as shown on survey by
Sizemore-Lynch, Surveyors, dated March 1, 1997, Project
#2529.

INST: 24789 WB 2265 PG: 400
REC'D FOR REC 10/09/1997 12:36:39 KNOX CO. TN
RECORD FEE: \$ 12.00
MORTGAGE TAX: \$ 0.00 TRANSFER TAX: \$ 0.00

BEING the same property conveyed to Montcarl, LLC, a Tennessee Limited Liability Company, by the following deeds: (1) Quit Claim Deed from John L. Montgomery, Sr. and wife, Agnes T. Montgomery, dated April 22, 1997, and recorded in Deed Book 2248, page 203; and (2) Quit Claim Deed from John L. Montgomery, Jr. and wife, Gale B. Montgomery, dated April 29, 1997, and recorded in Deed Book 2248, page 206, both in the Knox County Register of Deed's Office.

For further reference, see Articles of Organization of Montcarl, LLC, recorded in Charter Book 128, page 694, in the Knox County Register of Deed's Office.

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein. TO HAVE AND TO HOLD the same unto the Second Party, its successors and assigns forever.

AND said First Party, for itself and its successors and assigns, does hereby covenant with said Second Party, its successors and assigns, that it is lawfully seized in fee simple of the premises above conveyed and has full power, authority and right to convey the same, and that said premises are free from all encumbrances except 1997 taxes, which shall be prorated as of the date of closing and which Second Party assumes and agrees to pay, and the matters herein recited, as follows:

Any and all applicable restrictions, easements and building setback lines as are shown in the records in the Knox County Register's Office and further to any matter and/or condition which would be disclosed by a current, accurate survey or inspection of the property herein described;

and that it will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, or the masculine, feminine or neuter gender, as the case may demand.

IN WITNESS WHEREOF, the said First Party has caused this instrument to be executed and its name to be signed hereto by its duly authorized officer the day and year first above written.

MONTCARL, LLC

By: Mike Gatta

Title: Chief Manager

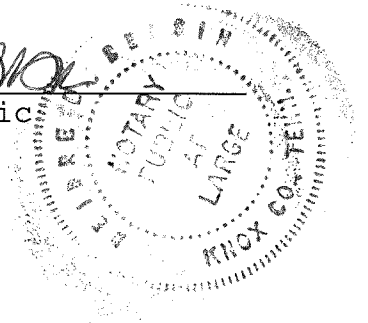
STATE OF TENNESSEE)
) SS:
COUNTY OF KNOX)

PERSONALLY appeared before me, the undersigned authority,
a Notary Public in and for said County and State,
MIKE CARLTON, with whom I am
personally acquainted, or proved to me on the basis of satisfactory
evidence, and who, upon oath, acknowledged him/herself to be the
CHIEF MANAGER of MONTCARL, LLC, the within named bargainor,
a Tennessee Limited Liability Company, and that s(he) as such
Officer, being authorized so to do, executed the foregoing
instrument for the purposes therein contained, by signing the name
of the limited liability company by him/herself as such Officer.

WITNESS my hand and official seal at office in KNOX
County, this 9TH day of OCTOBER, 1997.

My Commission Expires:
APRIL 2, 2000

[Signature]
Notary Public



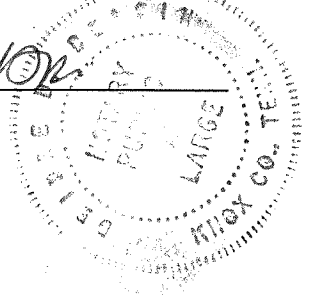
I hereby swear or affirm that the actual consideration
or true value of this transfer, whichever is greater, is \$ 0.00 -
Tax Exempt Municipality.

Affiant James J. Walmon.

Subscribed and sworn to before me this 9TH day of
OCTOBER, 1997.

[Signature]
Notary Public

My Commission Expires:
APRIL 2, 2000



/ws21/wd/57076

INDEXED
DIRECT
INDEXED
REVERSE

MEMO

To: Cindy Mitchell, City Recorder
Abbie Hudgens, Risk Management
Doti Collins, Revenue Collections
Sam Anderson, Director of Parks & Recreation
Joe Walsh, Deputy Director of Parks & Recreation
Patricia Krass, Law Department
Gary Fox, Finance Department

From: Lee Miracle

Subject: Acquisition of **12.361 Acres** in Kingston Woods Subdv.

Date: October 16, 1997

Thursday, October 9, 1997, I closed on the purchase of 12.361 acres in the Kingston Woods Subdivision for the City of Knoxville. I am forwarding the original Warranty Deed, from MONTCARL, LLC. to the City of Knoxville, to Cindy Mitchell, City Recorder for retention and preservation. There is a copy attached for your records, along with an inventory sheet containing pertinent details of the transaction. The tract of land is vacant and has no improvements on it.

If there are any questions, please feel free to call me.

New Acquisition

**CITY OF KNOXVILLE
REAL PROPERTY INVENTORY**

CLT#	120P-B-16
TAG #	NEW PURCHASE
PROPERTY ADDRESS:	12.361 Acres on LUXMORE DRIVE Kingston Woods Subdivision
SALES PRICE:	\$523,188.00
DATE OF SALE:	10/9/97
CHECK/VOUCHER #	98-005433
DEED BOOK #	2265
DEED PAGE #	400
TAX STATUS:	
	CITY TAX
	COUNTY TAX
COMMUNITY DEVELOPMENT:	
PROJECT NAME:	Parks & Recreation Department