

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by



Stewart Title Guaranty Company, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

LJS

Title Guaranty and Trust Company of Chattanooga Company

Chattanooga, Tennessee City, State



[Signature]

Senior Chairman of the Board

[Signature]

Chairman of the Board



[Signature]

President

## SCHEDULE A

Order Number: 20152496

1. Effective Date: October 27, 2015 at 8:00 am
2. Policy or Policies to be issued: Amount of Insurance
  - (a)  ALTA Owner's Policy - (6/17/06)  
Proposed Insured:
  - (b)  ALTA Loan Policy - (6/17/06) - 0 -  
Proposed Insured: NONE
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the fee simple estate or interest in the land is at the effective date vested in:  
CANNON PARTNERSHIP, a Tennessee general partnership
5. The land referred to in this Commitment is described as follows:

**IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:**

From the northeast corner of the Southwest Quarter of the Northeast Quarter of Section Twenty (20), Township Five (5), South Range Three (3) West run South 68 degrees East 400 feet to corner Peter Johnson's fence; thence South 22 degrees West 540 feet to Dock Johnson's northwest corner which is the beginning corner of the land herein conveyed; thence South 68 degrees East with line between Dock and Peter Johnson 418 feet to rock corner near north side of Turkey Foot Pike; thence South 22 degrees West 312 feet to a corner; thence North 68 degrees West 418 feet; thence North 22 degrees East 312 feet to the beginning corner.

LESS AND EXCEPT any portion lying within the right of way of Champion Road.

No boundary survey of the within land was made at the time of this conveyance, and the description of the within land is not different from previous deed(s).

FOR PRIOR TITLE, see Deed from Alvin F. Cannon and wife, Frances C. Cannon, to Cannon Partnership, a Tennessee general partnership, dated and recorded on December 22, 1999 in Book 5506, Page 390, in the Register's Office of Hamilton County, Tennessee. See also, Deed recorded in Book 3038, Page 341, and in Book 3481, Page 182, in the Register's Office of Hamilton County, Tennessee.

## SCHEDULE B

### PART I & II

Order Number: 20152496

#### I. Requirements:

Instruments in insurable form which must be executed, delivered, and duly filed for record:

1. NO OUTSTANDING DEEDS OF TRUST FOUND OF RECORD, PLEASE VERIFY.
2. Proper Deed of Warranty from CANNON PARTNERSHIP, a Tennessee general partnership, by SunTrust Bank in its capacities as Trustee of the Frances C. Cannon Family Trust and as Co-Executor of the Estate of Alvin F. Cannon, Managing General Partner, to \_\_\_\_\_, must be placed of record in the Register's Office of Hamilton County, Tennessee, and any liens retained therein released.
3. Proper Affidavit as to Mechanics' and Furnishers' liens must be furnished this Office. PLEASE NOTE: In the event that any improvements on the herein described property are of new construction (having been completed within the last year), it will be necessary to comply with the "Notice of Completion Law" as provided for in Chapter 189, 2007 State Public Acts.
4. Proper payment of property taxes as set forth on Schedule B.
5. Proper Partnership Agreement for CANNON PARTNERSHIP, a Tennessee general partnership must be presented this Office.

#### II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
  - (a) Rights or claims of parties in possession not shown by the public records.
  - (b) Easements, or claims of easements, not shown by the public records.
  - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
  - (d) Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
  - (e) Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
  - (f) Restrictions upon the use of the premises not appearing in the chain of title to the land.
  - (g) Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed

## SCHEDULE B

### PART I & II

Order Number: 20152496

in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

3. 2015 County Taxes are NOW DUE AND PAYABLE in the amount of \$255.78, BILL #9750.  
2016 County Taxes are a LIEN, not yet due and payable.  
2015 City Taxes are NOW DUE AND PAYABLE in the amount of \$213.58.  
2016 City Taxes are a LIEN, not yet due and payable.  
No 2015 Water Quality Fee is assessed.  
2016 Water Quality Fee is a LIEN, not yet due and payable.  
Map and Parcel Number: 120K-A-004, Assessment: \$9,250.00.
4. Any state of facts an accurate survey would disclose.
5. Any governmental zoning and subdivision ordinances in effect thereon.
6. USA (TVA) Easement as set out in instrument recorded in Book 738, Page 9, in Book 748, Page 520, and in Book 776, Page 227, in the Register's Office of Hamilton County, Tennessee.
7. East Tennessee Natural Gas Company Easement as set out in instrument recorded in Book 1027, Page 355, in the Register's Office of Hamilton County, Tennessee.
8. No insurance is afforded as to the acreage or square footage contained in the insured property.

**Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company**

**Privacy Policy Notice**

**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, and Charter Land Title Insurance Company.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**The Title Guaranty and Trust Company of Chattanooga  
Privacy Policy Notice**

**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of The Title Guaranty and Trust Company of Chattanooga.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

## **PRIVACY POLICY OF THE TITLE GUARANTY AND TRUST COMPANY OF CHATTANOOGA**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about a consumer with a nonaffiliated third party unless the institution provides the consumer with a notice of its privacy policies and practices, such as the type of information that it collects about the consumer and the categories of persons or entities to whom it may be disclosed.

In compliance with the GLBA, we do not share nonpublic personal information about a consumer with a nonaffiliated third party, unless allowed by law.

In compliance with the GLBA, our privacy practices regarding nonpublic personal financial information of consumers and customers (as defined by GLBA) are as follows, subject to any exceptions as permitted by law.

- We protect nonpublic personal information of customers and consumers.
- We allow access on need to know basis only. Only title company personnel who need to know can access the information. Examples may include bookkeepers, title examiners, title underwriter personnel, auditors, closers and their assistants, management, scanning personnel, and claims related investigation personnel, including but not limited to retained counsel.
- We allow customers and consumers to review their nonpublic personal information that we have collected, and we allow them to provide us with requests for amendment or deletion of such information, to which we will reasonably respond.
- We require consent from a proper party to the transaction to provide nonpublic personal information relating to that transaction. On closed files, we require a written instruction by a party.
- We have implemented a security procedure for protection of nonpublic personal information: we allow only authorized personnel to review the information, and we keep closed files in secure storage, with limited access, or we store the files on computer with limited password access.
- We generally do not keep copies of credit reports, loan applications, and tax returns on consumers and customers.
- We don't share copies of owner's policies of customers on residential transactions, unless at the request of the insured owner.
- If we share starter title information, we don't share nonpublic personal information, such as sales price (unless it is public information)', policy numbers, or amount of insurance on owner's policies issued to customers.
- We don't share nonpublic personal information, such as social security numbers, shown on affidavits of identity.
- We periodically inform our personnel about our policy.

We don't share nonpublic personal information with independent contractors, unless there is a need to process the transaction as allowed by law, and the contractors agree in writing not to further share the information.

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.



# Hamilton County, Tennessee

## Unofficial Property Card

<b>Location</b> 5251 CHAMPION RD Property Type 22	<b>Property Account Number</b> 47139 Land Use 910	<b>Parcel ID</b> 120K A 004 District CITY
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### Current Property Mailing Address

<b>Owner</b> CANNON PARTNERSHIP C/O SUNTRUST BANK MC6500 Address P O BOX 305110	<b>City</b> NASHVILLE <b>State</b> TN <b>Zip</b> 37230-5110
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### Current Property Sales Information

<b>Sale Date</b> 12/22/1999 <b>Sale Price</b> \$0	<b>Legal Reference</b> 5506-0390 <b>Grantor(Seller)</b> CANNON ALVIN F
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### Current Property Assessment

<b>Building Value</b>	\$0
<b>Xtra Features Value</b>	\$0
<b>Land Value</b>	\$37,000
<b>Total Value</b>	\$37,000
<b>Assessed Value</b>	\$9,250

### Narrative Description

This property is classified as N/A with a(n) N/A style structure on this card, built about with 0 square feet.

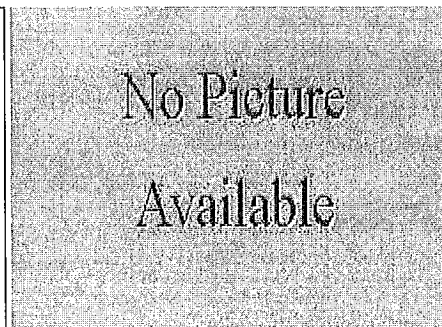
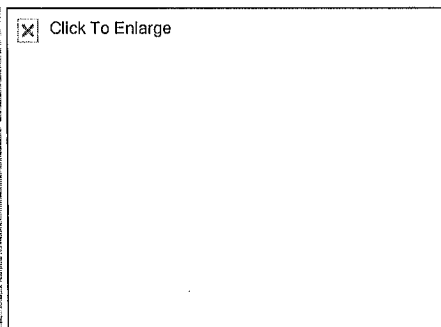
### Land Description

The total land area of this property is (78X350IRR).

### Legal Description

NE 1/4 SEC 20 T5 R3 3173 04B 04

### Property Images

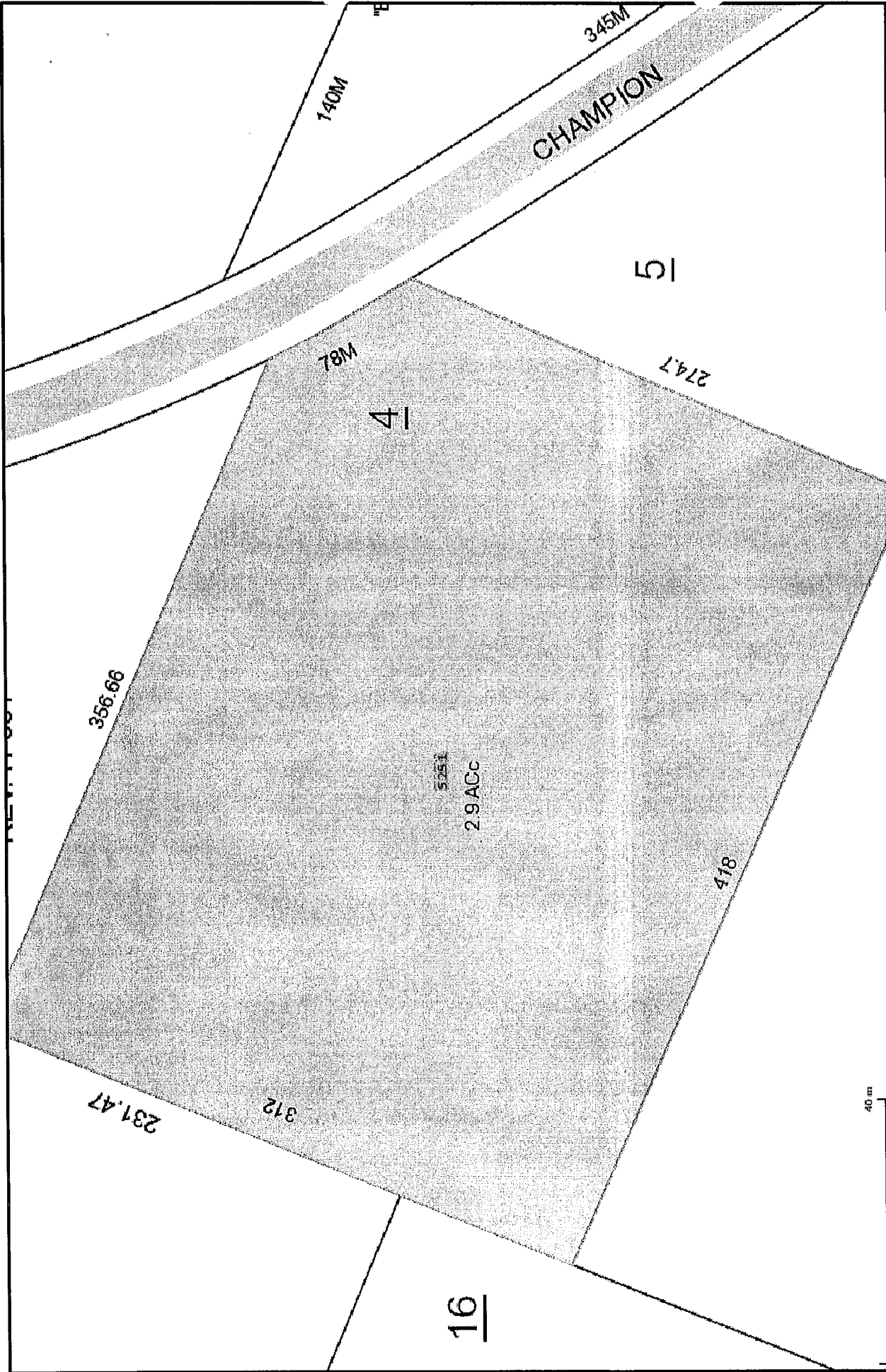


Property

Location 5251 CHAMPION RD	Account Number 47139	Parcel ID 120K A 004
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Sales

Sale Date	Sale Price	Legal Reference	Grantor Last Name	Land Use Code at Sale
12/22/1999	\$0	5506-0390	CANNON ALVIN F	
5/5/1988	\$0	3481-0182	CANNON AL TR	
11/2/1984	\$0	3038-0338		
10/19/1984	\$0	3038-0341		
4/3/1978	\$2,025	2496-0293		
1/1/1964	\$0	1602-0048		



Printed: Oct 16, 2015

# The Map Title

The Subtitle

HCGGIS



Disclaimer: This map is for informational purposes only and should not be used as a substitute for a professional survey. The information on this map was derived from a public source and is not guaranteed to be accurate.



**Hamilton County Trustee**  
**Property Tax Inquiry**

Bill Hullander - Hamilton County Trustee

210 Courthouse @ 625 Georgia Ave.

Chattanooga, TN 37402

Phone: (423) 209-7270 Fax: (423) 209-7271

Office Hours: Mon - Fri 8:00am-4:00pm except these holidays

**Hamilton County Tennessee**  
*A great place to work and live.*

- [Trustee Home](#)
- [Satellite Location Directions](#)
- [General Property Tax FAQs](#)
- [Current Property Tax Rates](#)  
[Email the Trustee](#)
- [2014 Tax Roll File](#)
- [Delinquent File Download](#)

**Trustee - Tax Bill**

**Return to Property Details**

**Printing Tips**

<b>State Grid</b>	120KA 004	<b>Flags</b>	None
<b>District</b>	Chattanooga (1)		
<b>Property Address</b>	5251 CHAMPION RD		

<b>Bill Type</b>	Real Property	<b>Bill Year</b>	2015
<b>Status</b>	Active	<b>Bill #</b>	9750
<b>Mailing Address</b>	CANNON PARTNERSHIP C/O SUNTRUST BANK MC6500 P O BOX 305110 NASHVILLE TN, 37230	<b>Assessment</b>	\$9,250.00
<b>Legal Desc</b>	1. NE 1/4 SEC 20 T5 R3 3173 04B 04 2. 3. 4.		

**Other Links**

- [County Officials & Departments](#)
- [Hamilton County Assessor](#)
- [Hamilton County Register Of Deeds](#)

**Billing Information**

Date	Transaction Type	Fee Type	Amount
9/23/2015	Tax Billing	County Tax	\$255.78

**Total Due** \$255.78

IF PAID BY 2/29/2016 U S POSTMARK ACCEPTED

**Make Payment**

MAKE CHECKS PAYABLE AND MAIL TO:

**HAMILTON COUNTY TRUSTEE**  
**625 Georgia Ave., Room 210**  
**Chattanooga, TN 37402-1494**

Send any suggestions about this site to [County Webmaster](#)  
 © 2015, General Government of Hamilton County

# Chattanooga Tax Bill

<b>State Grid</b>	120K A 004	<b>Flags</b>	
<b>Property Address</b>	5251 CHAMPION RD		
<b>Bill #</b>	0011438		
<b>Bill Type</b>	Real Property	<b>Bill Year</b>	2015
<b>Status</b>	Active		
<b>Owner Name</b>	CANNON PARTNERSHIP		
<b>Mailing Address</b>	P O BOX 305110 NASHVILLE TN 37230	<b>Assessment</b>	\$9,250.00

## Billing Information

Year	Transaction Type	Fee Type	Amount
2015	Tax Billing	City Tax	\$213.58
<b>Total Due</b>			<b>\$213.58</b>

**Amount due changes monthly; must be paid by 2/28/2016 US Postmark accepted; Or Pay Online.**

Instrument: 1999122200179  
Book and Page: GI 5506 390  
Deed Recording Fee \$32.00  
Data Processing Fee \$2.00  
Probate Fee \$1.00 XMBT  
Total Fees: \$34.00  
User: KSPRUIELL  
Date: 22-DEC-1999  
Time: 11:44:44 A  
Contact: Pam Hurst  
Hamilton County Tennessee

LT&E File #99-528.wmm

QUITCLAIM DEED

*FILE* LEGAL TITLE AND ESCROW, INC.  
737 Market Street  
Chattanooga, Tennessee 37402  
(423) 756-4154

Prepared by:  
Robert L. Brown, Attorney  
737 Market Street  
Chattanooga, Tennessee 37402

*Print to:* Terry R. Cavitt  
3301 McCollie Avenue  
Chattanooga, TN 37416

Date: December 22<sup>nd</sup>, 1999

In consideration of Ten Dollars (\$10.00) and other considerations, the receipt and sufficiency of which are hereby acknowledged, Alvin F. Cannon and wife, Frances C. Cannon, hereinafter called Grantors, hereby grant and convey to Cannon Partnership, a Tennessee general partnership, hereinafter called Grantee, the following property:

All those tracts or parcels of land being described on Exhibit A attached hereto

Grantors and Grantee acknowledge that this Deed was prepared from information furnished by them. No title examination has been made and neither Robert L. Brown, Terence L. Morris nor Legal Title and Escrow, Inc. shall have any liability for the status of title to the property or for the accuracy of such information.

TOGETHER WITH all rights appurtenant to said property to Grantee forever in FEE SIMPLE.

IN WITNESS WHEREOF, Grantors have signed this Deed as of the date shown above.

Alvin F. Cannon  
Alvin F. Cannon

Frances C. Cannon  
Frances C. Cannon

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared Alvin F. Cannon and wife, Frances C. Cannon with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that they executed the foregoing instrument as their free act and deed.

WITNESS my hand this 22<sup>nd</sup> day of December, 1999.

Terry R. Cavitt  
Notary Public (Seal)

Date of Expiration of Commission: 12-27-2000

5506/390

STATE OF TENNESSEE

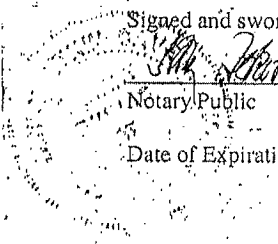
COUNTY OF HAMILTON

The undersigned Grantee hereby swears or affirms that the actual consideration for this transfer, or the value of property transferred, whichever is greater, is \$-0-.

Cannon Partnership, a Tennessee general partnership

By: Alvin F. Cannon, Managing General Partner

Signed and sworn to or affirmed before me this 22nd day of December, 1999.



Alan Crest  
Notary Public (Seal)

Date of Expiration of Commission: 12-23-2000

<u>Name and Address of Grantee</u>	<u>Tax Bills To:</u>	<u>Tax Map Parcel No.</u>
Cannon Partnership 5321 Hwy 58 Chatt TN 37416	Same	See Exhibit A

All those tracts or parcels of land lying and being in Hamilton County, Tennessee and being further described as follows:

**Tract One:**

**Tax Map Nos. 150A-B-002.05; 150A-B-002.04; 150A-B-002.03; 150A-B-002.02; 150A-B-002.01; 150A-B-002**

All those tracts parcels of land lying and being in the Second Civil District, Hamilton County, Tennessee being Lots Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7) of Cannon Woods Subdivision as shown by plat recorded in Plat Book 44, Page 19, Register's Office of Hamilton County, Tennessee

For prior title, see deed recorded in Book 3481, Page 184, Register's Office of Hamilton County, Tennessee.

**Tract Two:**

**Tax Map No. 120K-A-004**

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being more particularly described as follows:

From the northeast corner of Southwest Quarter of the Northeast Quarter of Section 20, Township 5, South Range 3, West run South 68 degrees East 400 feet to corner Peter Johnson's fence; thence South 22 degrees West 540 feet to Dock Johnson's northwest corner which is the beginning corner of the land herein conveyed; thence South 68 degrees East with line between Dock Peter Johnson 418 feet to rock corner near north side of Turkey Foot Pike; thence South 22 degrees West 312 feet to a corner; thence North 68 degrees West 418 feet; thence North 22 degrees East 312 feet to the beginning corner.

end

Being the same property conveyed by deed recorded in Book 3481, Page 182, said Register's Office.

**Tract Three:**

**Tax Map No. 073G-A-009**

All that tract or parcel of land lying and being in the Third Civil District of Hamilton County, Tennessee being further described as follows:

Beginning at an angle iron in the Eastern line of Johnson Road at the Northwest corner of a tract conveyed to Charles J. Smith by deed recorded in Book 1875, Page 132, said Register's Office; thence running Northwardly along the eastern line of North Johnson Road 102 feet to an iron pin; thence South 87 degrees 38 minutes East 1,543.2 feet to an iron pin in the western line of the Chattanooga-Dayton Pike; thence southwardly along said Pike 450 feet more or less, to a point; thence North 87 degrees 38 minutes West 430.4 feet to a point; thence North 86 degrees 50 minutes West 630.87 feet to a stone; thence North 87 degrees 17 minutes West 278.8 feet to a point in the eastern line of North Johnson Road; thence northwardly along the North Johnson Road 211.4 feet to an iron pin in the southwest corner of the Charles J. Smith tract above referred to; thence South 87 degrees 20 minutes East 469 feet to an angle iron; thence North 46 degrees East 92.5 feet to an angle iron; thence North 87 degrees 20 minutes West 469.3 feet to an angle iron in the eastern line of North Johnson Road, the point of beginning.

Being the same property conveyed by deed recorded in Book 2143, Page 359, said Register's Office.



Tract Four:  
Tax Map No. 138M-A-001

Book and Page: 01 5506 393

All that tract or parcel of land lying and being in Hamilton County, Tennessee, being more particularly described as follows: Being the eastern five hundred (500) feet of Tract Nine (9), of the Subdivision of the land of Mr. and Mrs. John Baldwin, as shown by plat of record in Plat Book 15, Page 12, of the Register's Office of Hamilton County, Tennessee. According to said plat, said part of tract is more particularly described as follows: Beginning at a point in the western line of Hickory Valley Highway at the northeastern corner of Tract 8 of said subdivision; and thence North 52 degrees West along the dividing line of Tracts 9 and 8, 500 feet to a point; thence about North 23 degrees 30 minutes east across said Tract 9, 303 feet to a point in the northern line of said Tract 9; thence South 62 degrees east along said line 500 feet to a point in the western line of Hickory Valley Highway; thence about South 23 degrees 30 minutes West 303 feet to the point of beginning.

Being the same property conveyed by deed recorded in Book 3219, Page 297, said Register's Office.

Tract Five:  
Tax Map No. 120I-B-018; 120I-B-017

All those tracts or parcels of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being Lots Twenty-Five (25) and Twenty-Six (26), Bal Harbor, as shown by plat recorded in Plat Book 25, Page 55, said Register's Office.

Being the same property conveyed by deed recorded in Book 3481, Page 173, said Register's Office.

Tract Six:  
Tax Map No. 120I-B-019

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being Lot Twenty-Seven (27), Bal Harbor, as shown by plat recorded in Plat Book 25, Page 55, said Register's Office.

Being the same property conveyed by deed recorded in Book 3437, Page 11, said Register's Office.

Tract Seven:  
Tax Map No. 028-027

All that tract or parcel of land lying and being in the Second Civil District of Hamilton County, Tennessee being further described as follows:

Beginning at an iron pin located in the West line of Section 16 where intersected by the Southern line of the Bowater Tract (formerly Hivassas Land Company) as described in Deed of record in Book 2615, Page 48, in the Register's Office of Hamilton County, Tennessee, and the Northwest corner of the following described property; thence along the Southern line of the Bowater tract, South 66 degrees 30 minutes East, a distance of 1,357.54 feet to a post; thence South 64 degrees 28 minutes 03 seconds East, a distance of 318.03 feet to an iron pin located in the Western line of Parker Loop Road; thence South, Southwestwardly and Westwardly along Parker Loop Road the following calls and distances: South 16 degrees 29 minutes 59 seconds West, 114.37 feet to a point; South 08 degrees 13 minutes 05 seconds West, 150.53 feet to a point; South 08 degrees 13 minutes 05 seconds West, 86.34 feet to a point; along a curve to the right (having a radius of 190.68 feet, length of 134.17 feet, chord of 131.42 feet, chord bearing of South 28 degrees 22 minutes 38 seconds West, Delta angle of 40 degrees 19 minutes 04 seconds, and tangent of 70 feet), a distance of 116.6 feet to a point; South 48 degrees 32 minutes 10 seconds West, 80.50 feet to a point; South 48 degrees 32 minutes 10 seconds West, 161.90 feet to a point; South 39 degrees 56 minutes 49 seconds West, 118.14 feet to a point; South 39 degrees 56 minutes 49 seconds West, 71.55 feet to a point; South 30 degrees 58 minutes 06 seconds West, 206.71 feet to a point; South 30 degrees 58 minutes 06 seconds West, 6.58 feet to a point; South 36 degrees 07 minutes 36 seconds West, 210.13 feet to a point; South 57 degrees 04 minutes 41 seconds West, 71.27 feet to a point; South 88 degrees 13 minutes 38 seconds West, 63.71 feet to a point; North 68 degrees 09 minutes 05 seconds West, 631.63 feet to a point; North 68 degrees 09 minutes 05 seconds West, 53.57 feet to a point; North 68 degrees 36 minutes West, 532.73 feet to a point; along a curve to the right (having a radius of 116.97 feet, length of 165.47 feet, chord of 152.02 feet, chord bearing of North 28 degrees 04 minutes 18 seconds West, Delta angle of 81 degrees 03 minutes 27 seconds, and tangent of 100 feet), a distance of 130.01 feet to a point; North 12 degrees 27 minutes 26 seconds East, 262.3 feet to a point; North 12 degrees 27 minutes 26 seconds East, 93.15 feet to a point; along a curve to the right (having a radius of 569.99 feet, length of 99.74 feet, chord of 99.62 feet, chord bearing of North 17 degrees 28 minutes 14 seconds East, Delta angle 10 degrees 01 minute 35 seconds, and tangent of 50 feet), a distance of 95.37 feet to a point; North 22 degrees 29 minutes 01 second East, 105.87 feet to a point; North 22 degrees 29 minutes 01 second East, 141.93 feet to a point; North 12 degrees 43 minutes 30 seconds East, 69.25 feet to a point; thence leaving Parker Loop Road and running along the West line of Section 16, North 22 degrees 43 minutes 07 seconds East, a distance of 575.08 feet to the point of beginning. Shown as Tracts 12-20 on Boundary Survey by Jimmy L. Richmond, dated April 18, 1995, revised May 26, 1995.

Being the same property conveyed by deed recorded in Book 4516, Page 376, said Register's Office.

Tract Eight:  
Tax Map No. 059N-A-010

All that tract or parcel of land lying and being in the Second Civil District of Hamilton County, Tennessee being Lot Ten (10), Ware Branch Cove P.U.D., Unit I, as shown by plat recorded in Plat Book 32, Page 145-1 in the Register's Office of Hamilton County, Tennessee.

Being the same property conveyed by deed recorded in Book 3482, Page 388, said Register's Office.

TOGETHER WITH the rights granted to the Purchasers (as said term is therein defined) by that certain Amendment to Private Road Agreement dated October 7, 1978, recorded in Book 2554, Page 922, said Register's Office.

TOGETHER WITH the right of Grantee, its successors and assigns to free and uninterrupted use of that private road connecting Hinkle Drive (as defined in the above-mentioned Amendment to Private Road Agreement) with Ware Branch (Thatch) Road described in deed recorded in Book 989, Page 590, said Register's Office.

**Tract Nine:**

**Tax Map No. 1200-H-025.05**

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being

Beginning at the Northwest (N.W.) corner of hereinabove said Tract 2; thence N 82 deg. 13' 18" E, 475.85' to a point; said point being located on the North-South Quarter, Quarter (N-S1/4, 1/4) Line of hereinabove said Quarter section, and also the Northeast (N.E.) corner of said Tract 3; thence S 23 deg. 00' 10" W, along said Quarter Line, 340.03' to a point; said point being the Southeast (S.E.) corner of said Tract 3, and also the Northeast (N.E.) corner of hereinabove said Tract 2; thence N 68 deg. 32' 42" W, 77.39' to a point; thence S 26 deg. 00' 02" W, 37.63' to a point; thence N 71 deg. 00' 24" W, 52.03' to a point; thence S 23 deg. 16' 35" W, 37.67' to a point; thence N 83 deg. 41' 23" W, 64.51' to a point; thence N 54 deg. 48' 17" W, 69.78' to a point; thence N 11 deg. 32' 16" E, 95.00' to a point; thence N 32 deg. 32' 38" W, 155.87' to the point of beginning, said point also being the Northwest (N.W.) corner of said Tract 3.

This Tract contains 2.230 Acres, more or less.

Being part of the property conveyed by deed recorded in Book 3825, Page 108, said Register's Office.

**Tract Ten:**

**Tax Map No. 109F-F-001**

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being further described as follows:

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being the same property described as Tracts 1, 2, 3 and 4 in Deed from Tennessee Title Company, Trustee to A. Mark Slater, Trustee, et al recorded in Book 2072, Page 299 in the Register's Office of Hamilton County, Tennessee, said property being more particularly described as follows: BEGINNING at a point in the northeast line of Delashmitt Road at the Southwest corner of Lot 36, West Dupont Village Subdivision, as shown by plat of record in Plat Book 17, Page 43 in the Register's Office of Hamilton County, Tennessee; thence along the West line of West Dupont Village Subdivision, on a bearing of North 8 degrees 53 minutes East (according to Subdivision Plat this bearing is North 7 degrees 44 minutes East) 356.4 feet to the Northeast corner of Tract 1 in Deed recorded in Book 2072, Page 299, said Register's Office, this corner being the Southernmost corner of property conveyed by Tennessee Title Company of Chattanooga, Inc., Trustee to Evelyn Montgomery by Deed recorded in Book 1644, Page 326, said Register's Office; thence along the common line of said Tract 1 and the said Montgomery property, on a bearing of North 53 degrees 10 minutes West (according to Deed recorded in Book 1644, Page 326, said Register's Office, North 55 degrees 07 minutes West) a distance of 54.8 feet to the Northwest corner of Tract 1; thence along the Northwest line of said Tract South 32 degrees 49 minutes West 16.04 feet, more or less, to a point located 16 feet Southwestwardly of the northwest corner of Tract 1 above described, if measured at right angles thereto, said point being the Northeast corner of Tract 2 in Deed recorded in Book 2072, Page 299, said Register's Office; thence along the Northeast lines of Tracts 2, 3 and 4 set out in said Deed, along a line parallel with and 16 feet Southwestwardly from the Southwest line of said Evelyn Montgomery property above referred to, if measured at right angles, on a bearing of North 53 degrees 10 minutes West (according to said Montgomery Deed North 55 degrees 07 minutes West) a distance of 224.2 feet, more or less, to the Northwest corner of Tract 4 in Deed recorded in Book 2072, Page 299, said Register's Office, this corner being the Northeast corner of property conveyed by Tennessee Title Company of Chattanooga, Inc., Trustee to James V. Kilgore and George H. Kilgore, Trustees by Deed recorded in Book 1582, Page 283, said Register's Office; thence along the common line of said Tract 4 and the said Kilgore, Trustees property, on a bearing shown on survey by Glenn F. Gatlin, DWG. No. 12-21-72, Revised January 18, 1979,

of South 49 degrees 13 minutes West (according to deed recorded in Book 2072, Page 299, said Register's Office, to be South 53 degrees 7 minutes West and according to deed recorded in Book 1587, Page 283, said Register's Office, to be South 52 degrees 30 minutes West) a distance, according to said survey, of 282.36 feet to a point in the Northeast line of Delashmitt Road, this point being the Southeast corner of Kilgore property described in Book 1582, Page 283, said Register's Office; thence Southeastwardly along the Northeast line of said road as follows: South 37 degrees 21 minutes East 96.9 feet to the common corner of Tracts 4 and 3 in deed recorded in Book 2072, Page 299, said Register's Office; South 49 degrees 13 minutes East 106.8 feet to the common corner of Tracts 3 and 2; South 54 degrees East 107.2 feet to the common corner of Tracts 2 and 1 and South 55 degrees 47 minutes East 199.1 feet (in all a distance of 510 feet along the northeast line of Delashmitt Road) to the Point of Beginning.

Being the same property conveyed by deed recorded in Book 3481, Page 186, said Register's Office.

**Tract Eleven:**  
Tax Map No. 099M-B-011

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being Lot Nine (9), Revision of Ford Place, as shown by plat recorded in Plat Book 23, Page 47, said Register's Office.

Being part of the property conveyed by deed recorded in Book 3436, Page 992, said Register's Office.

**Tract Twelve:**  
Tax Map No. 157C-A-025

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being Lot Fifteen (15), Block Five (5), Forrest Place, as shown by plat recorded in Plat Book 8, Page 14, said Register's Office. According to said plat said lot fronts 50.5 feet on the South line of Midland Pike, and extends back southwardly between parallel lines 135 feet to an alley.

Being the same property conveyed by deed recorded in Book 3481, Page 171, said Register's Office.

**Tract Thirteen:**  
Tax Map No. 157C-A-026

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being Lot Sixteen (16), Block Five (5), Forest Place, as shown by plat recorded in Plat Book 8, Page 14, said Register's Office. According to said plat said lot fronts 50.5 feet on the south line of Midland Pike, and extends back southwardly between parallel lines 135 feet to an alley.

Being the same property conveyed by deed recorded in Book 3481, Page 169, said Register's Office.

**Tract Fourteen:**  
Tax Map No. 109E-L-028

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being Lot Four (4), Hixson Heights Revised, as shown by plat recorded in Plat Book 23, Page 107, said Register's Office.

Being part of the property conveyed by deed recorded in Book 3436, Page 992, said Register's Office.

**Tract Fifteen:**

**Tax Map Nos. 126C-E-017 and 126 C-E-016**

All those tracts or parcels of land lying and being in the Third Civil District of Hamilton County, Tennessee being Lots "A", "B", "C" and "D", Peterson and Jensen's Subdivision of Lots 95 and 96, Smartt, Edmondson and Coker Tracts, as shown by plat recorded in Plat Book 9, Page 28, said Register's Office.

Being the same property conveyed by deed recorded in Book 3481, Page 162, said Register's Office.

**Tract Sixteen:**

**Tax Map No. 120N-C-002**

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being a part of the Southeast Quarter of Section 20, Township 5, Range 3, West of the Basis Line, Ocoee District, and being more particularly described as follows:

BEGINNING at a point in the southeastern line of Highway No. 58 at an iron pin located 185 feet northeastwardly along said line from the southern line of said Section 20; thence North 56 degrees East along the southeastern line of Highway No. 58, 200 feet to an iron pin; thence South 67 degrees East 225 feet to an iron pin; thence South 56 degrees West 200 feet to an iron pin; thence North 67 degrees West 225 feet to the Point of Beginning.

Being the same property conveyed by deed recorded in Book 5155, Page 134, said Register's Office.

Martha Cooley

Martha Cooley, Coowner

TENNESSEE VALLEY AUTHORITY

By---

STATE OF MISSISSIPPI

COUNTY OF JONES On this 25th day of November 1936, before me personally appeared F. W. Cooley and Martha Cooley, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their own free act and deed.

Witness my hand at office, this 25th day of November 1936.

xxxxxxx  
H. E. Graves Notary Public  
Laurel, Miss.

H. E. Graves  
Notary Public

My commission expires Dec 24 1938.

STATE OF TENNESSEE

HAMILTON COUNTY The above instrument and certificate were filed Nov 30 1936 at 11:55 A. M. entered in Note Book No 34 Page 298, and recorded in Book J. Volume 29, Page 7. et seq.

WITNESS my hand at office in Chattanooga, Tenn.

*Wilbur J. Thrasher*  
Registrar  
Dept Reg.

xx

O. K. T. W. Killough County Court Clerk.  
TVA 514 - Tennessee Valley Authority

EASEMENT CWB 16

FOR AND IN CONSIDERATION of the sum of Twenty-two & 20/100 (\$22.20) dollars cash in hand paid, the receipt of which is hereby acknowledged, we, Ned Lane and Tom Lane, and Stella Lane Garrett, have this day bargained and sold, and by these presents do transfer and convey unto the United States of America, a permanent easement and right-of-way, including the perpetual right to enter and to erect, maintain, repair, rebuild, operate and patrol one or more electric power transmission lines, and one or more telephone and /or telegraph lines, including such poles or other transmission structures, wires, cables, and conduits as may be necessary, in, on, over, under and across the ground along such right-of-way; also patrol roads, ditches, bridges, and culverts, as needed, and including the right to remove brush, timber, and danger trees, whether located on or off said right-of-way, interfering with the said lines, and to protect against fire by plowing a furrow or cleaning out a trail as necessary, all upon, under, over and across lands owned by us, described as follows:

TRACT NO. CWD 16.

The following described real estate in the Second Civil District of Hamilton County, Tennessee, being a part of the south half of the southwest corner of the northeast quarter of Section 20, Township 5, Range 3 west of the Basis Line, Coosa District, described in old deeds containing 18 1/2 acres, more particularly described as follows:

Beginning at a point in the north line of the property of R. P. Overbay formerly

Ware, and at the southeast corner of the tract conveyed by H. H. Wright and wife to Henry V. Athey, as shown by deed registered in Deed Book 10, page 375 James County Recorder; running thence northwardly along the east line of the Athey, some times referred to as the Cooly lot, to the southwest corner of the tract conveyed by Samuel L. Boddy to Doll Lane and wife by deed registered in Book 1, Vol 10, page 246 of the Register's office of Hamilton County, Tennessee; thence eastwardly along the south line of said Lane lot 418 feet to the southeast corner thereof; thence northwardly along the east line of said Lane lot 312 feet to the Turkey foot road; thence southeastwardly along the Turkey foot road to the intersection of the west line of the Hoxie Johnson tract; thence southwardly along the Hoxie Johnson line to the north line of the Baptist Church lot; thence westwardly along said church lot to its northwest corner; thence southwardly to the north line of said Overbey property thence westwardly along Overbey's north line to the point of beginning, being the same tract of land that was conveyed by W. B. Rollins and J. E. Bacon to James N. Thompson and wife, Janie Thompson, by deed dated January 10, 1934, and registered January 10, 1934 in Book 2, vol. 26, page 246 of said Register's office.

(It is possible that the deed from Rollins and Bacon to Thompson above referred to included the 3 acres conveyed by S. L. Boddy to Doll Lane registered E-10-246)

The easement or right-of-way hereby granted covers a strip of land 150 feet in width across the above described lands, and is more particularly located and described as follows:

TRACT NO. CWD 16.

A strip of land for a right of way 150 feet wide, lying 75 feet on each side of the center line of the Chickamauga-Watts Bar transmission line location, as shown on a map filed in the Recorder's office of Hamilton County, Tennessee, through the land of the Doll Lane Heirs, the center line of the location through the land of the Doll Lane Heirs being more particularly described as follows;

Beginning at a point where the center line crosses the South line of the Doll Lane Heirs' land at survey station: 194 / 38 on the center line of the transmission line location, said point being S. 65° 11' E., 116 feet from a corner of the lands of the Doll Lane Heirs, and J. F. Ware; thence N. 56° 23' E. 740 feet to a point where the center line crosses the Northeast line of the Doll Lane Heirs' land, which is the Southwest line of the Nudy Gideon Heirs' land at survey station 201/78, said point being S. 34° 46' E., 157 feet from a corner of the lands of the Doll Lane Heirs, the Peter H. Johnson Estate, and the Nudy Gideon Heirs.

The above described strip of land is a continuous right of way 150 feet wide through the said property between the above named South and Northeast property lines and has a net length of 740 feet along the center line.

TO HAVE AND TO HOLD the said easement or right-of-way to the United States of America, its successors and assigns, forever.

We covenant with the said United States of America that we are lawfully seized and possessed of said real estate, have a good and lawful right to convey the same, that the same is free of all encumbrances, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

As  
witness my hand and  
seal for said  
Authority.

11  
of November,

STATE OF TENN  
COUNTY OF HAM  
and to me kn  
and acknowl

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N. E. Woot  
Hamilton Co

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STATE OF TENN  
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THIS INSTRUMENT, made and entered into by and between Tom Lane, Ned Lane and Stella Lane Garrett, as tenants in common, said premises never having been partitioned by us orally or otherwise, as parties of the first part, and the United States of America, as party of the second part, WITNESSETH: That for and in consideration of the sum of Eighty-two and 60/100 Dollars

(\$82.60) cash in hand paid, the receipt of which is hereby acknowledged, the said parties of the first part have this day bargained and sold and by these presents do bargain, sell, convey, transfer and deliver unto the United States of America, a permanent easement and right-of-way including the perpetual right to enter upon the real estate hereinafter described and grade, level, fill, drain, pave, build, erect, maintain, repair and rebuild a road or highway on, over, across or under the ground embraced in the easement hereinafter conveyed; and also a permanent right to dig ditches and borrow pits, build bridges, culverts and ramps, to dig fills, and cuts and to remove brush and timber interfering with the said right-of-way on, over, across and under the following described lands situated in the County of Hamilton, State of Tennessee, and more particularly described as follows:

Being a part of the property conveyed by J. L. Champion to Doll Lane and wife by deed dated February 11, 1907, recorded in Book U, Volume 8, page 645 of the Register's Office of Hamilton County, Tennessee, and a part of the property conveyed by Samuel L. Boddy to Doll Lane and wife by deed dated January 25, 1909, recorded in Book E, Volume 10, page 246 of said Register's Office, to which deeds and record reference is made for more specific description.

The easement or right-of-way hereby granted covers a strip of land - feet in width across the above described lands and more particularly located and described as follows:

A parcel of land for a road right of way lying on each side of the center line of the relocation of the "Champion Road at Tennessee State Highway No. 50", through the land of the Doll Lane Heirs in the Second Civil District of Hamilton County, Tennessee, approximately 1.2 miles Southwest of the village of Bartlesbaugh, said parcel being more particularly described as follows:

Beginning at a point in the center line of an existing county road, a corner of the lands of the Doll Lane Heirs, the Peter H. Johnson Heirs, and the Nettie Gideon Heirs; thence with the Gideon Heirs' line and the center line of the existing county road, in a southeasterly direction approximately 48 feet to survey station 20 / 50 (approximate) on a 6 Degree Curve on the center line of the relocation; thence, continuing with the center line of the existing county road, in a southeasterly direction, approximately 600 feet to a corner of the lands of the Doll Lane Heirs the Nettie Gideon Heirs, Hosau Williams, and Rose & John Roberts; thence with Roberts' West line, S. 27 degrees 48' W., 18 feet to the P. T. of a 3 Degree Curve to the right on the center line of the relocation; thence S. 27 degrees 48' W. 56 feet to a point; thence with a line that is 50 feet southwest of and parallel to the 3 Degree Curve on the center line of the relocation, in a Northwesterly direction, approximately 25 feet to a point opposite the P. T. of the 3 Degree Curve to the right at survey station 14 / 45.3 on the center line; thence N. 34 degrees 07' 30" W., approximately 108 feet to a point; thence, with a line at right angles to the center line, N. 55 degrees 52' 30" E. 20 feet to a point; thence, with a line that is 30 feet from and parallel to the center line N. 34 degrees 07' 30" W., 200 feet to a point; thence with a line at right angles to the center line S. 55 degrees 52' 30" W. 20 feet to a point; thence with a line that is 50 feet from and parallel to the center line N. 34 Degrees 07' 30" W., 214.7 feet to a point opposite the P. C. of a 6 Degree Curve to the right at survey station 19 / 64.7 on the center line of the relocation; thence, with a line that is 50 feet from and parallel to the 6 Degree Curve to the right on the center line in a Northwesterly direction approximately 198 feet to a point in the Doll Lane Heirs' North line and in the Peter H. Johnson Heirs' South line; thence with the Johnson Heirs' line, S. 66 degrees 43' E. 73 feet to the point of beginning, and containing 0.8 acres, more or less.

TO HAVE AND TO HOLD the said easement and right-of-way unto the United States of America, and unto its successors and assigns forever.

748  
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The parties of the first part do hereby covenant with the United States of America, that they are lawfully seized and possessed of said real estate above described that they have a good and lawful right to convey the same or any part thereof, and that the same is free of all encumbrances and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

As a part of the consideration for this grant, the parties of the first part do hereby release any claims for damages from whatsoever cause incidental to the exercise of the rights herein granted.

IN WITNESS WHEREOF, the parties of the first part have hereunto subscribed their names on this the 5 day of May, 1939.

Tom Lane  
Stella Lane Garrett  
Red Lane

State of Michigan

County of Oakland On this the 5th day of May, 1939, before me personally appeared Stella Lane Garrett and ~~his wife~~ to me known to be the persons described in and who executed the foregoing instrument and acknowledged that ~~he~~ executed the same as - free act and deed.

Witness my hand and Notarial Seal at - this 5 day of May, 1939.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

John B. Woodward, Notary Public      x      John B. Woodward,  
Oakland County, Mich.                      x      Notary Public

XXXXXXXXXXXXXXXXXXXXXXXXXXXX My commission expires: July 6, 1942

State of Michigan

County of Oakland On this 5th day of May, 1939, before me personally appeared Tom Lane and ~~his wife~~, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as - free act and deed.

Witness my hand and Notarial Seal at - - this 5th day of May, 1939.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

John B. Woodward, Notary Public      x      John B. Woodward  
Oakland County, Mich.                      x      Notary Public

XXXXXXXXXXXXXXXXXXXXXXXXXXXX My Commission expires Jun 6, 1942

State of Tennessee

County of Hamilton On this 22nd day of June, 1939, before me personally appeared Red Lane, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Witness my hand at office, this 22nd day of June, 1939.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Mary E. Coleman, Notary Public      x      Mary E. Coleman  
Roane Co. Tenn.                              x      Notary Public

XXXXXXXXXXXXXXXXXXXXXXXXXXXX My commission expires July 14, 1941  
I certify I have qualified in Hamilton County as a Notary Public as provided in Chapter 193 Public Acts 1938

Hamilton County The above Instrument and certificates were filed Jun 28, 1939 at 10:10 A. M. entered in Note Book No. 36, Page 226 and recorded in Book T, Volume 29, Page 520.

Witness my hand at office in Chattanooga, Tenn.

WILKES I. THOMAS, Register  
Dep. Reg.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

TVA 525 (11-7-38)

WARRANTY DEED

CR-683

THIS INSTRUMENT, Made and entered into this 30th day of June, 1939 by and between Marcena Treshitt, Licia J. Downey, Thomas Edward Downey who is one and the same person as Thomas E. Downey, and Gertrude C. List, hereinafter called the First Parties, and the United States of America, hereinafter called the Second Party;

RIGHT OF WAY AGREEMENT

STATE OF TENNESSEE

COUNTY OF Hamilton

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, Ned Lane, Tom Lane, and Stella Lane Garrett

(hereinafter sometimes called GRANTOR, whether one or more), for and in consideration of the sum of one hundred two dollars (\$102.00) Dollars

in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto EAST TENNESSEE NATURAL GAS COMPANY, a Tennessee Corporation, its successors and assigns, a perpetual right of way and easement fifty feet in width upon the property hereinafter described, for the purpose of laying, constructing, maintaining, operating, altering, replacing, inspecting, patrolling, servicing and repairing and removing pipe lines (not to exceed two in number) together with fittings, tie-overs and appliances for the transportation of oil, gas, petroleum products or any other liquids, gases, or substances which can be transported through a pipe line, and of erecting, maintaining, and removing a line of poles and appurtenances thereto for the operation thereon of telephone and/or telegraph wires, the Grantee to have the right to select the route under, upon, over and through the lands of Grantor situated in the County of

Hamilton, State of Tennessee, described as follows:

From the northwest corner of the southwest quarter of the northeast quarter of Section 20, Township 5, South Range 3 West run south 68 degrees E 400 feet to corner Peter Johnson's fence thence south 22 degrees west 540 feet to Dock Johnson's N. W. corner which is the beginning corner of the land herein conveyed, thence south 68 degrees E with line between Dock and Peter Johnson 118 feet to rock corner near north side of Turkey Foot Pike, thence S 22 degrees W 312 feet to corner, thence N. 68 degrees W, 118 feet, thence N 22 degrees E, 312 feet to beginning corner, being situated in said District County and State and contains about 3 acres.



The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this right of way and easement, or any part thereof or interest therein, and the same shall be divisible among two or more owners, as to any right or rights granted hereunder, so that each assignee or owner shall have the full rights and privileges herein granted to be owned and enjoyed either in common or in severalty.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress over and across said lands to and from the right of way and easement.

To have and to hold the said right of way and easement, unto said Grantee, its successors and assigns, until such pipe lines be constructed and so long thereafter as a pipe line and/or a telephone line or a telegraph line is maintained hereon. And the undersigned covenant that we are lawfully seized and possessed of said real-estate above described; that we have a good and lawful right to sell and convey the rights and privileges herein set forth and we bind ourselves, our heirs and executors, and administrators, successors and assigns to warrant and forever defend all and singular the said premises herein conveyed against the lawful claims of all persons whomsoever and unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Grantor, his successors, heirs or assigns, reserves the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted; provided, however, that the Grantee shall have the right from time to time to cut and keep clear all trees, undergrowth and other obstructions, whether on said right of way and easement or not, that may injure, endanger or interfere with the use of said pipe line or pipe lines or telephone lines or telegraph lines or fittings and appliances appurtenant to any of said lines.

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The Grantee, by the acceptance hereof, agrees to bury all pipe lines, unless otherwise agreed, so that they will not interfere with the cultivation of the land, and also pay for any damage to crops, fences and timber, which may arise from laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of, and replacing such pipe lines. Said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns, or in case of more than one ownership of said right of way and easement, such appointment shall be made by the Grantee, its successors or assigns, against whom damages are claimed; and the third by the two persons aforesaid, and the award of such three persons, or any two of them, shall be final and conclusive.

All payments hereunder may be made direct to the Grantor, or as authorized by him in writing delivered to Grantee. Should there be any change in the ownership of said lands, then such payment shall be made to those acquiring such lands, but no change in ownership of said lands shall be binding upon Grantee until the muniment of title by which change becomes effective has been placed of record in the County wherein such lands are located and a certified copy thereof delivered to Grantee.

It is mutually understood and agreed that this right of way grant as originally written covers all the agreements and stipulations between the parties and that no representations or statements verbal or written have been made, modifying, adding to, or changing the terms of said original right of way agreement.

IN TESTIMONY WHEREOF, the Grantors herein have executed this conveyance this 28 day of April, 1950

Witness:

*W. H. Lane*

The Grantee, by the acceptance hereof, agrees to bury all pipe lines, unless otherwise agreed, so that they will not interfere with the cultivation of the land, and also pay for any damage to crops, fences and timber, which may arise from laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of, and replacing such pipe lines. Said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns, or in case of more than one ownership of said right of way and easement, such appointment shall be made by the Grantee, its successors or assigns, against whom damages are claimed; and the third by the two persons aforesaid, and the award of such three persons, or any two of them, shall be final and conclusive.


All payments hereunder may be made direct to the Grantor, or as authorized by him in writing delivered to Grantee. Should there be any change in the ownership of said lands, then such payment shall be made to those acquiring such lands, but no change in ownership of said lands shall be binding upon Grantee until the muniment of title by which change becomes effective has been placed of record in the County wherein such lands are located and a certified copy thereof delivered to Grantee.

It is mutually understood and agreed that this right of way grant as originally written covers all the agreements and stipulations between the parties and that no representations or statements verbal or written have been made, modifying, adding to, or changing the terms of said original right of way agreement.

IN TESTIMONY WHEREOF, the Grantors herein have executed this conveyance this 17 day of May, 1950

Witness:

*John Bosanquet*  
*Notary Public*  
*Michigan*  
*June 9th 1950*



A circular notary seal for John Bosanquet, Notary Public, Michigan. The seal contains the text "NOTARY PUBLIC" and "MICHIGAN" around the perimeter.

*Stella Lane Harrett*  
*176 Western St*  
*Pontiac Mich*