

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:

WS

Title Guaranty and Trust Company of  
Chattanooga  
Company

Chattanooga, Tennessee  
City, State



Senior Chairman of the Board

Chairman of the Board



President

## 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.

**SCHEDULE A**

Order Number: 20152483

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: TBD
- (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:

Proper Deed of Warranty from to SUNTRUST BANK AS TRUSTEE UNDER WILL OF FRANCES C. CANNON IRREVOCABLE FAMILY TRUST DATED AUGUST 4, 2004, and SUNTRUST BANK, SUCCESSOR TRUSTEE OF THE RESIDUAL MARITAL TRUST UNDER THE LAST WILL AND TESTAMENT OF FRANCES C. CANNON DATED AUGUST 4, 2004

5. The land referred to in this Commitment is described as follows:

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

Lot Eleven (11), Block A, Plan of Murray Hills, as shown by plat of record in Plat Book 17, Page 69, in the Register's Office of Hamilton County, Tennessee.

FOR PRIOR TITLE, see Deed to SunTrust Bank as Trustee Under Will of Frances C. Cannon Irrevocable Family Trust dated August 4, 2004 from SunTrust Bank, successor trustee of the Tennessee Marital Trust under the Last Will and Testament of Frances C. Cannon dated August 4, 2004, dated November 26, 2008 and recorded on December 3, 2008 in Book 8809, Page 932, in the Register's Office of Hamilton County, Tennessee. See also, Deed to SunTrust Bank, successor trustee of the Residual Marital Trust under the Last Will and Testament of Frances C. Cannon dated August 4, 2004 from Anne Cannon Crais, the duly qualified personal representative of the Estate of Frances C. Cannon by appointment in the Chancery Court of Hamilton County, Tennessee, under Docket Number 05-P-426, dated November 24, 2006 and recorded on December 1, 2006 in Book 8168, Page 528, in the Register's Office of Hamilton County, Tennessee. See also, Deeds in Book 2985, Page 780, and in Book 8168, Page 515, in the Register's Office of Hamilton County, Tennessee.

## SCHEDULE B

### PART I & II

Order Number: 20152483

#### 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 to SUNTRUST BANK AS TRUSTEE UNDER WILL OF FRANCES C. CANNON IRREVOCABLE FAMILY TRUST DATED AUGUST 4, 2004, and SUNTRUST BANK, SUCCESSOR TRUSTEE OF THE RESIDUAL MARITAL TRUST UNDER THE LAST WILL AND TESTAMENT OF FRANCES C. CANNON DATED AUGUST 4, 2004, 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 release, receipt, waiver or other proof of satisfaction evidencing that the Estate of FRANCES C. CANNON, deceased, is not subject to a claim of lien under TennCare by any agency of the State of Tennessee. (IN FILE)
6. Proper Inheritance Tax Waiver must be provided this office. (IN FILE)

#### 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: 20152483

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 \$711.35, BILL #61778.  
2016 County Taxes are a LIEN, not yet due and payable.  
2015 City Taxes are NOW DUE AND PAYABLE in the amount of \$593.99.  
2016 City Taxes are a LIEN, not yet due and payable.  
2015 Water Quality Fee is NOW DUE AND PAYABLE in the amount of \$115.20.  
2016 Water Quality Fee is a LIEN, not yet due and payable.  
Map and Parcel Number: 119M-C-011, Assessment: \$25,725.00.
4. The rights or claims of parties in possession under any outstanding, oral or written, lease or rental agreements.
5. Any governmental zoning and subdivision ordinances in effect thereon.
6. Conditions, restrictions, reservations, limitations, easements, any lien rights, etc., as set out in instrument recorded in Book 1110, Page 110, as modified in Book 1129, Page 76, in the Register's Office of Hamilton County, Tennessee, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607, of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
7. Conditions, restrictions, reservations, limitations, easements, etc., as set out in instrument recorded in Book 1082, Page 647, as modified in Book 1125, Page 274, in the Register's Office of Hamilton County, Tennessee.
8. All notes, stipulations, restrictions, easements, conditions, and regulations as shown, described or noted on recorded plat.

**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.



# Hamilton County, Tennessee

## Unofficial Property Card

|                                  |   |                                |
|----------------------------------|---|--------------------------------|
| <b>Location</b><br>3516 RHODA LN | <b>Property Account Number</b><br>46615 | <b>Parcel ID</b><br>119M C 011 |
| <b>Property Type</b><br>22       | <b>Land Use</b><br>111                  | <b>District</b><br>CITY        |

### Current Property Mailing Address

|   |   |
|---|---|
| <b>Owner</b> SUNTRUST BANK TR<br>C/O SUNTRUST BANK MC6500<br>Address P O BOX 305110 | <b>City</b> NASHVILLE<br><b>State</b> TN<br><b>Zip</b> 37230-5110 |
|---|---|

### Current Property Sales Information

|                             |   |
|-----------------------------|---|
| <b>Sale Date</b> 11/26/2008 | <b>Legal Reference</b> 8809-0932        |
| <b>Sale Price</b> \$0       | <b>Grantor(Seller)</b> SUNTRUST BANK TR |

### Current Property Assessment

**Building Value** \$78,600  
**Xtra Features Value** \$0  
**Land Value** \$24,300  
**Total Value** \$102,900  
**Assessed Value** \$25,725

### Narrative Description

This property is classified as RESIDENTIAL with a(n) RANCH style structure on this card, built about 1959 with 1,482 square feet.

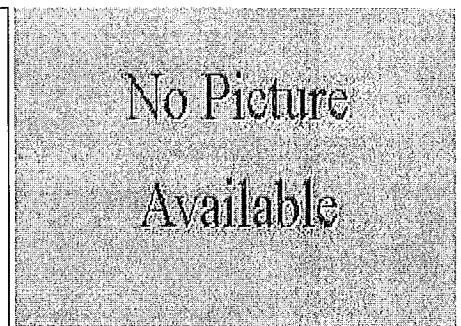
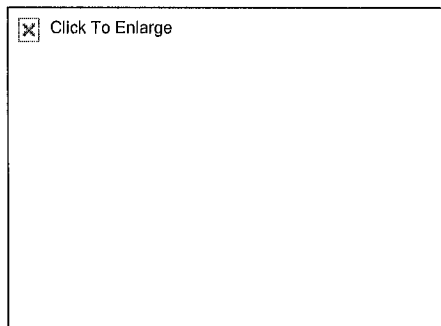
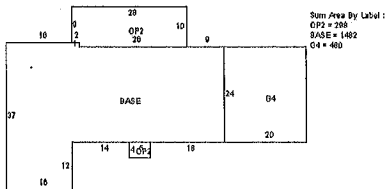
### Land Description

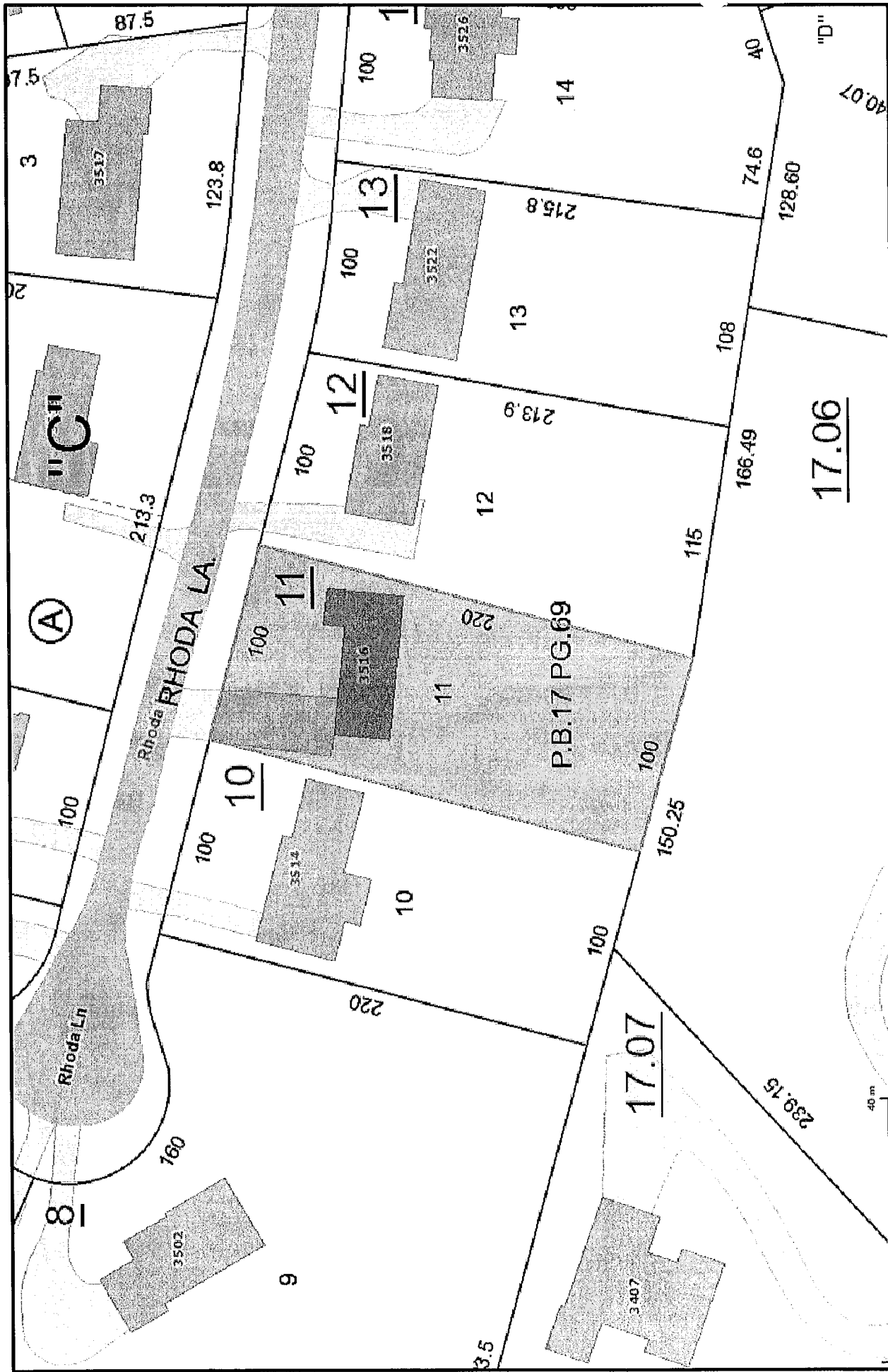
The total land area of this property is (100X220).

### Legal Description

LOT 11 BLK A MURRAY HILLS PB 17 PG 69 3188 04A 12

### Property Images





Printed: Oct 15, 2015

# The Map Title

The Subtitle

HGGIS



----- This map is for informational purposes only and should not be used as a legal document. The information on this map is not intended to be a substitute for a legal title search or other professional advice. The information on this map is provided as a service of HGGIS and is not guaranteed.



# 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>       | 119M C 011      | <b>Flags</b> | None |
| <b>District</b>         | Chattanooga (1) |              |      |
| <b>Property Address</b> | 3516 RHODA LN   |              |      |

|                        |   |                   |             |
|------------------------|---|-------------------|-------------|
| <b>Bill Type</b>       | Real Property   | <b>Bill Year</b>  | 2015        |
| <b>Status</b>          | Active  | <b>Bill #</b>     | 61778       |
| <b>Mailing Address</b> | SUNTRUST BANK TR<br>C/O SUNTRUST BANK MC6500<br>P O BOX 305110<br>NASHVILLE TN, 37230 | <b>Assessment</b> | \$25,725.00 |
| <b>Legal Desc</b>      | 1. LOT 11 BLK A MURRAY HILLS PB 17 PG 69 3188<br>04A 12<br>2.<br>3.<br>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 | \$711.35 |

**Total Due** \$711.35

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>       | 119M C 011                           | <b>Flags</b>      |             |
| <b>Property Address</b> | 3516 RHODA LN                        |                   |             |
| <b>Bill #</b>           | 0063466                              |                   |             |
| <b>Bill Type</b>        | Real Property                        | <b>Bill Year</b>  | 2015        |
| <b>Status</b>           | Active                               |                   |             |
| <b>Owner Name</b>       | SUNTRUST BANK TR                     |                   |             |
| <b>Mailing Address</b>  | P O BOX 305110<br>NASHVILLE TN 37230 | <b>Assessment</b> | \$25,725.00 |

## Billing Information

| Year | Transaction Type | Fee Type               | Amount   |
|------|------------------|------------------------|----------|
| 2015 | Tax Billing      | City Tax               | \$593.99 |
| 2015 | Tax Billing      | City Water Quality Fee | \$115.20 |

**Total Due** \$709.19

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

LT 4E #840710

*file Lawyers title*

BOOK 2985 PAGE 780

This instrument was prepared by the Department of Housing and Urban Development,  
1111 Northshore Drive  
Knoxville, Tennessee 37919

CASH DEED FOR TENNESSEE

FHA CASE NO 481-090826-503

THIS INDENTURE, made and entered into this 20th day of April, 1984, by and between SAMUEL R. PIERCE, JR., Secretary of Housing and Urban Development, of Washington, D. C., party of the first part, and Alvin C. Cannon and wife Frances Cannon, Their heirs and assigns, party(ies) of the second part,

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS (\$10.00), the receipt of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party(ies) of the second part, the following described real estate situate, lying and being in the County of Hamilton, State of Tennessee, to wit:

Lot Eleven (11), Block "A", Murray Hills Subdivision, as shown by plat of record in Plat Book 17, Page 69, of the Register's Office of Hamilton County, Tennessee.

Being the same property conveyed by deed recorded in Book 2932, Page 615, in the Register's Office of Hamilton County, Tennessee, which erroneously referred to the plat as being recorded in Plat Book 14, Page 69, said Register's Office.

All assessments, taxes, rent and ground rent (if any) shall be prorated as of the closing date, and the purchaser will assume all taxes, assessments and ground rent (if any) accruing on or after the closing date.

BEING the same property acquired by the party of the first part pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 667), by deed dated October 4, 1984, and recorded in Book 2932, Page 615, Office of the Register, County of Hamilton, State of Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party(ies) of the second part, Their heirs and assigns in fee simple forever.

2985/780

SAID CONVEYANCE IS made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record against the above described property; also SUBJECT to any state of facts which an accurate survey of said property would show.

AND THE SAID party of the first part does hereby covenant with the said party(ies) of the second part that he is lawfully seized in fee of the aforescribed real estate; that he has a good right to sell and convey the same; that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons, claiming same by, through or under him but no further or otherwise.

IN WITNESS WHEREOF the undersigned has set his hand and seal as Knoxville Office Chief, Loan Management and Property Disposition, HUD Office, Knoxville, Tennessee, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D, and the Federal Register, Volume 35, Page 16106 (10/14/76), as amended.

Signed, sealed and delivered in the presence of:

SAMUEL R. PIERCE, JR.  
Secretary of Housing and Urban Development

\_\_\_\_\_  
\_\_\_\_\_

By: *William S. McClister* (SEAL)  
for William S. McClister  
HUD Office, KNOXVILLE, Tennessee

STATE OF TENNESSEE )  
COUNTY OF KNOX ) ss

Before me, LUCILLE A. BOYD, a Notary Public in and for the State and County aforesaid, personally appeared WILLIAM S. McCLISTER, who is personally well known to me and known to me to be the duly appointed Knoxville Office, Chief, Loan Management and Property Disposition, HUD Office, Knoxville, Tennessee, and the person who executed the foregoing instrument bearing date April 20, 1984, by virtue of the above cited authority and acknowledged the foregoing instrument to be his free act and deed as Field Office Chief, LMAPD, for and on behalf of SAMUEL R. PIERCE, JR., Secretary of Housing and Urban Development.

Witness my hand and official seal this 20th day of April 1984.



*Lucille A. Boyd*  
Notary Public

My Commission Expires: October 21, 1986

RESPONSIBLE TAXPAYER IS:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

STATE OF TENNESSEE  
 COUNTY OF HAMILTON

The undersigned Grantee hereby swears or affirms that the actual consideration for this transfer, or value of the property transferred, whichever is greater is \$ 43,801.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Alvin F. Cannon

Signed and sworn to or affirmed before me on this 2nd day of May, 1984

Date of Expiration of Commission: December 19, 1994 Dean B. Baubach  
 NOTARY PUBLIC



C 9 4 8 1

IDENTIFICATION  
 REFERENCE

May 3 2 25 PM '84

DOROTHY P. BRAMMER  
 REGISTER  
 HAMILTON COUNTY  
 STATE OF TENNESSEE

|          |      |           |        |          |   |
|----------|------|-----------|--------|----------|---|
| 05/03/84 | CONV | 43,801.00 |        |          |   |
| 05/03/84 | W/D0 |           | 9.00   |          | C |
| 05/03/84 | CTAX |           | 113.88 |          | C |
| 05/03/84 | PFEF |           | .50    | **123.38 | C |

| NAME AND ADDRESS OF NEW OWNER | SEND TAX BILLS TO     | TAX MAP PARCEL NUMBER |
|-------------------------------|-----------------------|-----------------------|
| Mr. & Mrs. Alvin F. Cannon    | INTER FEDERAL         | 119M-C-011            |
| 6210 Clark Rd.                | UNION Sq              |                       |
| Ch. Harrison, TN 37341        | Chattanooga, TN 37402 |                       |

1092

N-56

110

4 3/4 355-355-01355-1

COVENANTS, RESTRICTIONS AND RESTRICTIVE CONDITIONS

WHEREAS J. C. Murray, Trustee, of Chattanooga, Tennessee, became the owner of a tract of land in Hamilton County, Tennessee, by virtue of a Warranty Deed from James A. Buford and Tom M. Gillespie dated August 6, 1952 and recorded in Book 1592, Page 54, in the Register's Office of Hamilton County, Tennessee, containing certain restrictions, conditions, reservations, covenants, exceptions, easements, possibilities of reverter and other provisos, reference to which is hereby made for a complete description of same; and

WHEREAS the said J. C. Murray, Trustee has caused a portion of said tract to be subdivided into residential lots and has improved said real estate by laying out, grading and paving streets and roadways and drainage conduits, all in accordance with the Hamilton County Zoning Regulations and amendments, said portion of said real estate herein referred to being known as Murray Hills Unit Number 1, a plat of which shall be filed for record in the Register's Office of Hamilton County, Tennessee, within the near future; and

WHEREAS it is the desire of the said J. C. Murray, Trustee to insure the proper development of said subdivision into a residential section by selling and conveying lots therein for the construction of residences;

BUT THEREFORE, in consideration of the premises and for the purpose of controlling and promoting the future development of said real estate and protecting the values of the lots and improvements thereon the said J. C. Murray, Trustee does hereby impose and charge that portion of said tract above referred to known as Murray Hills Unit Number 1 and the lots, blocks and parcels into which said tract has been or may be subdivided, with certain exceptions, agreements, covenants, restrictions, easements, conditions and charges as hereinafter set out, all of which are declared to be for the benefit of present and future owners of all of said lots, are to run with the land for a period of 50 years from the date hereof whether or not recitation of incorporation or reference to the same is made in the deeds of subsequent owners of one or more of said lots and are in addition to any municipal or governmental requirements which now or may in the future affect said lots. Any and all of the following which are in conflict with any of the provisions of said governmental regulations or amendments shall be deemed as over-ruled thereby, inferior thereto and inapplicable to the

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extent of said conflict but such over-ruling of one or more of the following provisions either in whole or in part shall not invalidate any of the remaining provisions or parts thereof. If any of the following provisions or the application of same to any purposes or circumstances shall be held invalid the remainder of this instrument or its application to purposes or circumstances other than to which it is held invalid shall not be affected thereby. J. C. Murray, Trustee, his successors and assigns, shall have the power to reimpose these provisions and charges either in their original form or as he or they may amend same at the expiration of 50 years from the date hereof by appropriate instrument recorded in the Register's Office of Hamilton County, Tennessee. But if such instrument shall not have been recorded on or before the expiration of 50 years from its date hereof than this instrument and its provisions shall be deemed to have expired and shall have no further effect.

I

No noxious or offensive trade or activity shall be carried on on any lot, nor shall anything be done thereon which shall be an annoyance or a nuisance to the neighborhood. No sheep, goats, swine, horses, cattle, burros, hogs or any like animals shall be allowed to remain in or on said subdivision or to roam at large on any of the streets or ways in or bordering same. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said subdivision.

II

The land included in Murray-Hills Subdivision Unit Number 1 shall be used for residential or non-commercial purposes only. Only single family residences shall be constructed in said subdivision. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in said subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. There shall not be erected, permitted, maintained or operated any privy, cesspool, vault or any form of privy, except such sewage system as meets the requirements of the Hamilton County Zoning Regulations.

III

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Only one single family residence shall be erected on any one lot.

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No residence shall be constructed which has a ground floor area of the main structure exclusive of open porches, breezeways and garages of less than 1200 square feet. J. C. Murray, Trustee, his successors and assigns, shall have submitted to him or them before any construction is begun complete plans and specifications including total cost and he or they shall have the sole right to approve or disapprove said plans and specifications. No construction shall begin until such plans and specifications shall have been approved by the said Murray, Trustee, his successors or assigns. In the event said plans and specifications be properly submitted to the said Murray, Trustee, his successors or assigns, and he or they fail within 10 days to give notice of approval or disapproval the said plans and specifications shall be deemed to be approved in full.

IV

No building or part thereof shall be erected or maintained on any part of said tract closer than 40 feet to any street either front, side or rear. The proximity of buildings to side lot line shall be governed by the Hamilton County Zoning Regulations. Tree and open spaces shall be left on both sides of every dwelling. Driveways shall be properly drained and said drains shall be constructed and maintained by the owner or owners of the lot or lots upon which it lies.

V

Easements or reservations in said subdivision as located and for the purposes set out are shown on the plat of said subdivision to be recorded in the Register's Office of Hamilton County, Tennessee. The purchasers or owners of the various lots shall at their own cost and expense keep and preserve that portion of any of said easements lying within their own property lines at all times in good condition of repair and maintenance. The said J. C. Murray, Trustee, his successors and assigns, or any utility company with facilities located within said easement shall have the right to enter upon same for any of the purposes for which said easements are reserved. The owners of any lot or lots shall at all times keep their respective properties in good condition and repair and neat in appearance.

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VI

It is the intention of the said Murray, Trustee to convey by separate instrument or instruments the fee simple title to the streets, lanes, alleys, etc., as shown on said plat to Hamilton County, Tennessee, and a 1/54 undivided interest in and to that portion of said real estate designated on said plat as a community park to the purchaser or purchasers of each lot in said subdivision.

VII

No subdivision of any of the lots or parcels of land constituting said subdivision shall be made by any owner or owners thereof, and said lots shall remain as shown on the plat herein referred to, except that the said J. C. Murray, Trustee, his successors and assigns, shall have the power in its own discretion to alter any boundary, lot or division line.

VIII

The provisions contained herein shall inure to the benefit of and be enforceable by any owner of land included in said subdivision and his legally represented successors and assigns. If any lot owner or persons in possession of any of said lots shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate located in said subdivision or the then authorized public authorities to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and to prevent him or them from so doing and to recover damages for such violation including court costs and attorney fees.

The failure by any land owner to enforce any restrictions, conditions, covenants, or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach or as to one occurring prior or subsequent thereto.

IN WITNESS WHEREOF the said J. C. Murray, Trustee, has set his hand this the 12th day of May, 1954.

*J. C. Murray Trustee*

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this the 18th day of May, 1953, before me personally appeared J. C. MURRAY, Trustee, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he, as Trustee, executed the same as his free act and deed.

*Louis Pope*  
NOTARY PUBLIC

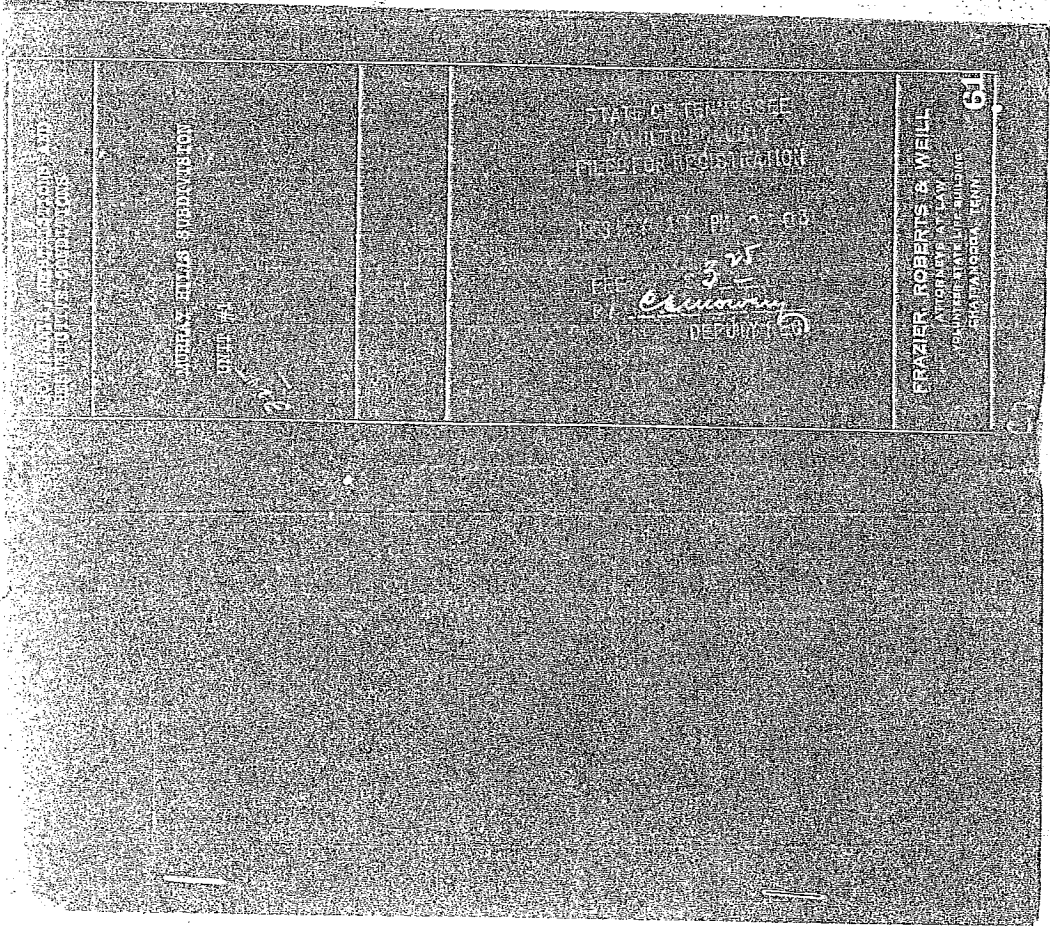
To Whom it may concern:

August 18, 1954

STATE OF TENNESSEE  
COUNTY OF HAMILTON  
Hamilton County  
Notary Public

My above instrument was recorded in  
Book \_\_\_\_\_ Page \_\_\_\_\_  
MAY 10 1953  
and INDEXED in Book \_\_\_\_\_ Volume \_\_\_\_\_  
WITNESS my hand at \_\_\_\_\_ Tenn.

\_\_\_\_\_  
Notary Public



STATE OF TENNESSEE  
COMMISSIONER OF REVENUE  
REVENUE DEPARTMENT

APR 25 1968

*C. Roberts*  
DEPARTMENT

FRAZIER, ROBERTS & WELLS  
ATTORNEYS AT LAW  
MEMPHIS, TENNESSEE

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MODIFICATION OF COVENANTS, RESTRICTIONS AND RESTRICTIVE CONDITIONS

WHEREAS, J. C. MURRAY, Trustee, is the owner of certain real estate known as Murray Hills, a plan of which is on record in Plat Book 17, page 69, of the Register's Office in Hamilton County, Tennessee, by virtue of a deed from James L. Buford and Tom W. Gillaspie, dated August 6, 1952, and recorded in Book 1072, page 7, of said Register's Office; and

WHEREAS, the said J. C. MURRAY in subdividing and developing said land into residential sections for the protection of future owners of lots in said subdivision has imposed certain covenants, restrictions, conditions, reservations, stipulations, agreements and other provisions by an instrument dated May 12, 1953 and recorded in Book 110, page 110, in said Register's Office; and

WHEREAS, it has been found desirable to modify said restrictions in so far as the minimum square foot floor area is concerned;

AND WHEREAS, in consideration of the premises and for the purpose of facilitating the sale and financing of improvements on said land, and at the same time carrying out the express purposes of said conditions and restrictions above mentioned, J. C. MURRAY do hereby modify the provisions of the said instrument recorded in Book 110, page 110 in said Register's Office as follows:

The second sentence of Paragraph No. 3, which paragraph appears at the top of the third (3) page of the original of said instrument, and which sentence provides for a minimum ground floor area of the main structure of not less than twelve hundred (1200) square feet, shall be changed to read as follows:

"The residence shall be constructed which has a ground floor area of the main structure exclusive of open porches, breezeways and patios, of not less than one thousand fifty (1050) square feet."

The remainder, provisions as set out in said instrument recorded in Book 110, page 110, in said Register's Office, reference to which is hereby made, shall remain the same unless altered in the future, <sup>as</sup> provided for in said original instrument.

WITNESS my hand this 16<sup>th</sup> day of January 1954.

*J. C. Murray*

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STATE OF TENNESSEE)

COUNTY OF HAMILTON)

On this the 16<sup>th</sup> day of January, 1954, before me personally appeared J. C. MURRAY, Trustee, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he as Trustee, executed the same for the purposes herein contained.

*Arnold B. Sizer*  
Notary Public



My commission expires:  
Aug. 18, 1954

STATE OF TENNESSEE )  
HAMILTON COUNTY )

The above Instrument and Certificates were  
JAN 18 1954 at \_\_\_\_\_ M. \_\_\_\_\_

Noted Book No. \_\_\_\_\_ Page \_\_\_\_\_ and recorded in Book \_\_\_\_\_ Volume \_\_\_\_\_

WITNESS my hand in office in Chattanooga, Te.

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ment for the purposes therein contained, by signing the name of the said corporation  
by themselves as such officers thereof.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

X X X X X X X X X X X X X X X X X X  
Dalue Morrison, Notary Public X  
Hamilton Co. Tenn. X  
X X X X X X X X X X X X X X X X

Dalue Morrison, Notary Public  
My commission expires Jan 5, 1954

STATE OF TENNESSEE)

HAMILTON COUNTY ) The above instrument and certificate were filed Jul 10, 1952 at  
2:27 P.M. entered in Note Book No 45, page 6 and recorded in Book 1082, page 646.

WITNESS my hand at office in Chattanooga, Tenn.

*J.B. Stewart* Register  
Dept Reg

X X

TAX \$10.90 FWS 50¢ TOTAL \$11.40 PAID JUL 10, 1952 JACK HIXSON COUNTY COURT CLERK

TRACT NO XCR-159

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into by and between the United States of America, herein-  
after called the "Grantor", acting herein by and through its legal agent, the Tennessee  
Valley Authority(hereinafter sometimes referred to as the "Authority"), a corporation  
created and existing under an Act of Congress, known as the "Tennessee Valley Authority  
Act of 1933," as amended, and JAMES A. BUFORD, single; TOM M. GILLESPIE, single;  
and HERSCHEL T. WHITE, single; hereinafter called the "Grantee",

WITNESSETH:

WHEREAS, Section 21 of the above mentioned Act of Congress authorizes and directs the  
Authority, as agent of the United States of America, to sell at public auction after  
due advertisement to the highest bidder any land purchased by the Authority, in the  
name of the United States of America, not necessary to carry out plans and projects  
actually decided upon; and

WHEREAS, no permanent dam, hydroelectric power plant, fertilizer plant or munitions  
plant is located on the land hereinafter described, and the Board of Directors of the  
Authority has determined that said land is not necessary to carry out any of its plans  
and projects actually decided upon; and

WHEREAS, the Authority pursuant to and in accordance with the provisions of said Act of  
Congress advertised the said land for sale at public auction; and

WHEREAS, pursuant to said advertisement said land was offered for sale at public auction  
on the 3 day of May, 1950, at ten o'clock A.M. at the Kings Point Subdivision site, County  
of Hamilton, State of Tennessee, and the terms of said sale having been cried for a  
reasonable time said land was finally struck off and sold to the Grantee for the sum of  
SEVENTH THOUSAND TWO HUNDRED FIFTY AND NO/100 Dollars (\$7,250.00) that being the highest  
and best bid made at said sale. W

NOW, THEREFORE, in consideration of the premises and the full payment of the aforesaid  
bid, receipt whereof is hereby acknowledged, the Authority as legal agent for the  
United States of America does hereby bargain, sell, transfer and convey unto the Grantee:  
A tract of land lying in the Second Civil District of Hamilton County, State of Tennessee,  
on the south side of Chickamauga Lake, approximately 1 mile east of Chickamauga Dam, and  
more particularly described as follows:

Beginning at an iron pin and US-TVA Monument 5-6 (Coordinates: N , 255, 164; E. 2,236,236)  
in the boundary of the United States of America's land at a corner of the lands of  
R.T. Wright and C.M. Pool; thence with the United States of America's boundary line N.  
23° -52' E., 381 feet to an iron pin and US-TVA Monument 5-7; thence N 23° 05' E. 280  
feet to an iron pin and US-TVA Monument 5-3; thence N 23° 38' E., 272 feet to an  
iron pipe and US-TVA Monument 5-3; thence N. 23° 43' E. 477 feet to an iron pipe and

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1082-647



US-TVA Monument 5-10; thence, leaving the United States of America's boundary line, N. 83° 43' E. 472 feet to a point in the center line of a county road from which US-TVA Monument 2-1 bears N. 83° 43' E., at a distance of 48 feet; thence with the center line of the County road as it meanders in an easterly direction approximately along the following bearings and distances: S 62° 50' E 327 feet, S. 75° 24' E. 272 feet, and N. 61° 12' E 166 feet to a point; thence, leaving the road, S. 12° 36' E., 139 feet, passing an angle iron at 29 feet, to an angle iron; thence N 84° 41' E. 254 feet to an angle iron; thence N. 84° 37' E., 209 feet to an angle iron; thence S. 62° 16' E. 354 feet to an angle iron; thence S. 62° 23' E., 102 feet to an angle iron;

thence S. 62° 12' E. 902 feet to an angle iron in the boundary of the United States of America's land; thence with the United States of America's boundary line S. 23° 54' W. 2179 feet, passing US-TVA Monument 5-3 at 609 feet and US-TVA Monument 5-4 RMB at 2026 feet, to a point; thence N. 65° 18' W., 1301 feet, passing US-TVA Monument 5-4 RMA at 234 feet, to US-TVA Monument 5-5; thence N. 66° 10' W. 1273 feet to the point of beginning, and containing 130. acres, more or less.

Furthermore, to afford a means of ingress and egress to and from the land above described, the grantor hereby conveys to the grantee, with any others who may be designated by the grantor, the right to construct, maintain and use a road on, over and across a right of way 40 feet wide, the center line of the said right of way being described as follows: Beginning at the angle iron in the northeast boundary of the above described land N. 62° 12' W. 902, feet from the most easterly property corner; thence N. 47° 00' E. 640 feet to an angle iron; thence N. 36° 35' E. approximately 600 feet to a point in a county road; together with the right to do the necessary work of construction and maintenance of said road and the necessary work in connection with the maintenance of any drainage ditches and other road appurtenances lying outside of but adjacent to the limits of the right of way.

The positions of corners and directions of lines are referred to the Tennessee Coordinate System. The boundary markers designated "US-TVA Monument" are concrete monuments capped by bronze tablets imprinted with the given numbers.

The above described tract of land is a part of the same land acquired by the United States of America by virtue of the Final Decree entered September 16, 1941, in cause styled United States of America ex rel, Tennessee Valley Authority vs. Inez K. Fritts et al, case No 2136, in United States District Court, Eastern District of the State of Tennessee, Southern Division, recorded in Deed Book 822, page 615 in the Register's office of Hamilton County, Tennessee.

The above land is conveyed subject to any temporary and intermittent flooding that may result from the erection and operation of any dam or dams across the Tennessee River and its tributaries and also subject to the right to temporarily and intermittently flood any portion of any road serving the land described. W

IN MAKING THIS CONVEYANCE, HOWEVER, THE GRANTOR EXPRESSLY RESERVES THE FOLLOWING DESCRIBED EASEMENT RIGHT:

THE RIGHT TO MAINTAIN ANY EXISTING BOUNDARY AND TRAVERSE MONUMENTS AND SILT RANGE STATIONS UPON THE LAND ABOVE DESCRIBED.

ALL URANIUM, THORIUM AND ALL OTHER MATERIALS DETERMINED PURSUANT TO SECTION 5(b)(1) OF THE ATOMIC ENERGY ACT OF 1946( 60 STAT 761) TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIAL, CONTAINED, IN WHATEVER CONCENTRATION, IN DEPOSITS IN THE LANDS COVERED BY THIS INSTRUMENT ARE HEREBY RESERVED FOR THE USE OF THE UNITED STATES, TOGETHER WITH THE RIGHT OF THE UNITED STATES THROUGH ITS AUTHORIZED AGENTS OR REPRESENTATIVES AT ANY TIME TO ENTER UPON THE LAND AND PROSPECT FOR, MINE, AND REMOVE THE SAME, MAKING JUST COMPENSATION FOR ANY DAMAGE OR INJURY OCCASIONED THEREBY. HOWEVER, THIS LAND MAY BE USED, AND ANY RIGHTS OTHERWISE ACQUIRED BY THIS DISPOSITION MAY BE EXERCISED, IN CONNECTION WITH SUCH MATERIALS HAD BEEN MADE; EXCEPT THAT, WHEN SUCH

USE RESULTS IN THE EXTRACTION OF ANY SUCH MATERIAL FROM THE LAND IN QUANTITIES WHICH MAY NOT BE TRANSFERRED OR DELIVERED WITHOUT A LICENSE UNDER THE ATOMIC ENERGY ACT OF 1946, AS IT NOW EXISTS OR MAY HEREAFTER BE AMENDED, SUCH MATERIAL SHALL BE THE PROPERTY OF THE UNITED STATES ATOMIC ENERGY COMMISSION, AND THE COMMISSION MAY REQUIRE DELIVERY OF SUCH MATERIAL TO IT BY ANY POSSESSOR THEREOF AFTER SUCH MATERIAL HAS BEEN SEPARATED AS SUCH FROM THE ORES IN WHICH IT WAS CONTAINED. IF THE COMMISSION REQUIRES THE DELIVERY OF SUCH MATERIAL TO IT, IT SHALL PAY TO THE PERSON MINING OR EXTRACTING THE SAME, OR TO SUCH OTHER PERSON AS THE COMMISSION DETERMINES TO BE ENTITLED THERETO, SUCH SUMS, INCLUDING PROFITS, AS THE COMMISSION DEEMS FAIR AND REASONABLE FOR THE DISCOVERY, MINING, DEVELOPMENT, PRODUCTION, EXTRACTION, AND OTHER SERVICES PERFORMED WITH RESPECT TO SUCH MATERIAL PRIOR TO SUCH DELIVERY, BUT SUCH PAYMENT SHALL NOT INCLUDE ANY AMOUNT ON ACCOUNT OF THE VALUE OF SUCH MATERIAL BEFORE REMOVAL FROM ITS PLACE OF DEPOSIT IN NATURE. IF THE COMMISSION DOES NOT REQUIRE DELIVERY OF SUCH MATERIAL TO IT, THE RESERVATION HEREBY MADE SHALL BE OF NO FURTHER FORCE OR EFFECT.

TVA 25370(1A-4-48)

GRANTOR FURTHER RESERVES TWO PERMANENT EASEMENTS AND RIGHTS OF WAY FOR THE FOLLOWING PURPOSES, NAMELY: THE PERPETUAL RIGHT TO ENTER AND TO ERECT, MAINTAIN, REPAIR, REBUILD, AND TWO OR MORE TELEPHONE LINES, INCLUDING THE RIGHT TO ERECT SUCH POLES AND OTHER TRANSMISSION LINE STRUCTURES, AND TWO OR MORE ELECTRIC POWER TRANSMISSION LINES, STRUCTURES, WIRES, CABLES, AND ANY NECESSARY ATTURTENANCES: THE RIGHT TO CLEAR SAID RIGHTS OF WAY AND KEEP THE SAME CLEAR OF BRUSH, TREES, BUILDINGS AND FIRE HAZARDS: AND THE RIGHT TO REMOVE DANGER TREES, IF ANY, LOCATED BEYOND THE LIMITS OF SAID RIGHTS OF WAY: ALL OVER, UPON, ACROSS AND UNDER THE FOLLOWING DESCRIBED LAND, TO WIT:

Strip No 1. A strip of land 150 feet wide lying 75 feet on each side of the center line of an existing transmission line owned and operated by the Authority known as the Chickamauga Watts Bar Transmission Line, the center line of the said Chickamauga Watts Bar Transmission Line being described as follows: Beginning at a point in the northwest boundary of the above described land, S 23° 42' W. 80 feet, more or less, from the most northwesterly property corner; thence N. 84° 10' E., approximately 170 feet to a point in the center line of a county road which is a boundary of the described land.

Strip No 2. A strip of land 300 feet wide lying 75 feet on the north side and 225 feet on the south side of the center line of an existing transmission line owned and operated by the Authority known as the Chickamauga-Hiwassee Transmission Line, the center line of the said Chickamauga-Hiwassee Transmission Line being described as follows: Beginning at a point in the southeast boundary of the above described land, N. 23° 54' E., 740 feet, more or less, from the most southerly property corner; thence in a westerly direction approximately 1640 feet to a point in the southwest boundary line N 66° 10' W. 160 feet, more or less, from US-TVA Monument 5-5.

NEITHER THE AUTHORITY NOR THE UNITED STATES OF AMERICA SHALL BE LIABLE FOR ANY DAMAGE INCIDENTAL TO THE EXERCISE OF ANY OF THE RIGHTS RESERVED EXCEPT THAT THE AUTHORITY SHALL REMAIN LIABLE FOR ANY ADDITIONAL DAMAGE CAUSED BY ITS CONSTRUCTION FORCES TO THE PROPERTY (ABOVE DESCRIBED AND HEREBY CONVEYED) AS A RESULT OF THE ERECTION, MAINTENANCE, OR REBUILDING OF ITS ELECTRICAL POWER TRANSMISSION AND TELEPHONE LINES ON THE RIGHTS OF WAY RESERVED. W

IN ACCEPTING THIS CONVEYANCE, HOWEVER, THE GRANTEE, FOR HIMSELF, HIS HEIRS, SUCCESSORS AND ASSIGNS, COVENANTS AND AGREES TO AND WITH THE GRANTOR THAT THE FOLLOWING SHALL CONSTITUTE REAL COVENANTS WHICH SHALL ATTACH TO AND RUN WITH THE ABOVE DESCRIBED LAND AND SHALL BE BINDING UPON ANYONE WHO MAY HEREAFTER COME INTO OWNERSHIP THEREOF, WHETHER BY PURCHASE, DEVISE, DESCENT, OR SUCCESSION:

IN THE INTEREST OF PUBLIC HEALTH AND SANITATION AND IN ORDER THAT THE LAND ABOVE DESCRIBED AND ALL OTHER LAND IN THE SAME LOCALITY MAY BE BENEFITED BY A DECREASE IN THE HAZARDS AND IN ORDER TO PROMOTE THE PROTECTION OF WATER SUPPLIES, RECREATION, WILDLIFE, AND

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OTHER PUBLIC USES OF GRANTEE'S RESERVOIR WATERS AND SHORE LANDS, HE WILL NOT USE THE ABOVE DESCRIBED PROPERTY FOR ANY PURPOSE THAT WOULD RESULT IN THE DRAINING OR DUMPING INTO THE RESERVOIR OF ANY REFUSE, SEWAGE, OR OTHER MATERIAL WHICH MIGHT TEND TO POLLUTE THE WATERS OF SAID RESERVOIR.

DAMAGE TO THE ABOVE DESCRIBED LANDS OR THE GRANTEE, ITS SUCCESSORS, AGENTS, OR ASSIGNS SHALL NOT BE LIABLE FOR ANY LOSS OR ANY IMPROVEMENTS LOCATED THEREON DUE TO EROSION OR SOAKAGE OF THE LAND AS A RESULT OF WAVE-ACTION, FLUCTUATION OF WATER LEVELS, OR OTHER CAUSES.

TVA 25370(LA-4-48) TO HAVE AND TO HOLD said land and premises unto the grantee, his heirs, successors and assigns, in fee simple, together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

And the Authority does hereby covenant that the United States of America is seized and possessed of the above described land; that the Authority as legal agent of the United States, is duly authorized to convey the same; that said land is free and clear of liens and encumbrances; and that, subject only to such exceptions, conditions, restrictions and/or limitations as may be expressly mentioned above, it will warrant and defend the title thereto against the lawful demands of all persons claiming by, through, or under the United States of America, but not further or otherwise.

Wherever in this instrument the context requires, the singular number and masculine gender as herein used may be read as plural and feminine, or neuter, respectively.

IN WITNESS WHEREOF, the Tennessee Valley Authority, acting herein as legal agent of the United States of America, and being duly authorized so to do, has caused this instrument to be executed, in the name of the United States of America, by its authorized officers, and its corporate seal to be hereunto affixed, on this the 3 day of May, 1950.

(CORPORATE SEAL)

UNITED STATES OF AMERICA

x x x x x x x x x x x x x x x x x  
TENNESSEE VALLEY AUTHORITY SEAL x  
x x x x x x x x x x x x x x x x x

BY TENNESSEE VALLEY AUTHORITY, its legal agent.

By Geo M. Baker, Chief of Land Branch

Attest: John Randolph Perry, Assistant Secretary

TVA 25370(LA-4-48) W  
STATE OF TENNESSEE)

COUNTY OF HAMILTON) On the 9 day of August, 1950, personally appeared before me, Geo M. Baker and John Randolph Perry, to me personally known, who, being by me duly sworn, did say that they are Chief of the Land Branch and Assistant Secretary, respectively of the TENNESSEE VALLEY AUTHORITY, a corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed, sealed and delivered in behalf of said corporation, as legal agent for the UNITED STATES OF AMERICA, by authority of its Board of Directors; and the said Geo M. Baker, and John Randolph Perry, severally acknowledged said instrument to be the free act and deed of said corporation and of the United States of America.

Witness my hand and official seal at Chattanooga this the day and year aforesaid.

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William C. Watson, Jr., Notary Public x  
Hamilton Co. Tenn. x  
x x x x x x x x x x x x x x x x x

William C. Watson, Jr., Notary Public  
My commission expires January 11, 1954

TVA 25370 (LA-4-48) W  
STATE OF TENNESSEE)

HAMILTON COUNTY ) The above instrument and certificate were filed Jul 10, 1952 at 2:49 P.M. entered in Note Book No 45, page c and recorded in Book 1082, page 647.

WITNESS my hand at office in Chattanooga, Tenn.

*J. D. Stewart* Register

Dept Reg  
x  
TAX \$3.75 FEE \$0.25 TOTAL \$4.00 PAID JUL 10, 1952 JACK HEXSON COUNTY COURT CLERK

... \$100.00 in full cash in hand paid, and other valuable considerations,

RECORD BOOK 1082

987-704 2 c

STATE OF TENNESSEE AND DISCLAIMER OF CERTAIN EASEMENT RIGHTS BY UNITED STATES OF AMERICA  
 The United States of America, hereby by and through the Tennessee Valley  
 Authority, its agent, has hereunto said and surveyed certain lands in the  
 Tennessee Valley Authority's lands as shown on the following table, each tract being  
 in said table being located partly below and partly above and/or above the corresponding  
 contour elevation referred to herein are based upon mean sea  
 level as established by the 1936 Southeastern Supplementary Adjustment, U.S.C. & G.S.)  
 listed therein:

| TRACT NO. | GRANTEE                 | DATE OF DEED | CONTOUR ELEVATION |
|-----------|-------------------------|--------------|-------------------|
| 1         | Henry W. Perkins, et al | May 3, 1950  | 690'              |
| 2         | Harshel Wilson, et al   | May 3, 1950  | 690'              |
| 3         | Arthur C. Merrill       | May 3, 1950  | 690'              |
| 4         | Rayson Wilson           | May 3, 1950  | 690'              |
| 5         | W. R. B. Smith          | May 3, 1950  | 690'              |
| 6         | Donald B. Bunker, et al | May 3, 1950  | 690'              |
| 7         | Frank C. Bunker, et al  | May 3, 1950  | 690'              |
| 8         | Paul C. Bunker, et al   | May 3, 1950  | 690'              |
| 9         | W. R. B. Smith          | May 3, 1950  | 690'              |
| 10        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 11        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 12        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 13        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 14        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 15        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 16        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 17        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 18        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 19        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 20        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 21        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 22        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 23        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 24        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 25        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 26        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 27        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 28        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 29        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 30        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 31        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 32        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 33        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 34        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 35        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 36        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 37        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 38        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 39        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 40        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 41        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 42        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 43        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 44        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 45        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 46        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 47        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 48        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 49        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 50        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 51        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 52        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 53        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 54        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 55        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 56        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 57        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 58        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 59        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 60        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 61        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 62        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 63        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 64        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 65        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 66        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 67        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 68        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 69        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 70        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 71        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 72        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 73        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 74        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 75        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 76        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 77        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 78        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 79        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 80        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 81        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 82        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 83        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 84        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 85        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 86        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 87        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 88        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 89        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 90        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 91        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 92        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 93        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 94        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 95        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 96        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 97        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 98        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 99        | W. R. B. Smith          | May 3, 1950  | 690'              |
| 100       | W. R. B. Smith          | May 3, 1950  | 690'              |

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|        |                                       |                    |     |
|--------|---------------------------------------|--------------------|-----|
| -2152  | Joseph H. Sterling                    | May 3, 1950        | 690 |
| -2153  | James H. Conner                       | May 3, 1950        | 690 |
| -2154  | James H. Conner                       | May 3, 1950        | 690 |
| -2155  | Harold B. Hendrix, et al              | May 3, 1950        | 690 |
| -2156  | J. T. Gilley, et al                   | May 3, 1950        | 690 |
| -2157  | John W. Sullivan                      | May 3, 1950        | 690 |
| -2158  | Gordon W. Smith                       | May 3, 1950        | 690 |
| -2159  | C. Richard Camp, et al                | May 3, 1950        | 690 |
| -2160  | George T. Parks, Jr.                  | May 3, 1950        | 690 |
| -2161  | John F. Haswell, et al                | May 3, 1950        | 690 |
| -2162  | W. Harry Gilbert                      | May 3, 1950        | 690 |
| -2163  | Gordon W. Smith, et al                | May 3, 1950        | 690 |
| -2164  | Some or all of the foregoing grantees | May 3, 1950        | 690 |
| -2165  | Albert E. Ebert, et ux                | October 12, 1950   | 690 |
| -2166  | B. P. Barnes, et ux                   | October 12, 1950   | 690 |
| -2167  | W. M. Baker, Jr., et ux               | October 12, 1950   | 690 |
| -2168  | J. K. Whaley, et ux                   | October 12, 1950   | 690 |
| -2169  | S. H. McQuinn                         | October 12, 1950   | 690 |
| -2170  | Barbara Whitaker, et ux               | October 12, 1950   | 690 |
| -2171  | Jessie Ridge King                     | October 12, 1950   | 690 |
| -2172  | Mrs. La Ora Miller                    | October 12, 1950   | 690 |
| -2173  | Mrs. Emma G. Champion                 | October 12, 1950   | 690 |
| -2174  | Blennor J. Franklin                   | October 12, 1950   | 690 |
| -2175  | D. Paul Johnson, Jr.                  | October 12, 1950   | 690 |
| -2176  | Bennie Johnson Graves                 | October 12, 1950   | 690 |
| -2177  | S. H. Chester, et ux                  | October 12, 1950   | 690 |
| -2178  | Albert E. Ebert, et ux                | October 12, 1950   | 690 |
| -2179  | Mae E. Thurman                        | October 12, 1950   | 690 |
| -2180  | E. A. Boyd                            | October 12, 1950   | 690 |
| -2181  | W. L. Kanton                          | October 12, 1950   | 690 |
| -2182  | Tom M. Galden                         | October 12, 1950   | 690 |
| -2183  | Lucile Myers                          | October 12, 1950   | 690 |
| -2184  | E. A. Phillips, et ux                 | October 12, 1950   | 690 |
| -2185  | Albert E. Ebert, et ux                | October 12, 1950   | 690 |
| -2186  | Albert T. Feary, dnm                  | October 12, 1950   | 690 |
| -2187  | B. P. Tuttle                          | October 12, 1950   | 690 |
| -2188  | Newell D. Barker, et al               | October 12, 1950   | 690 |
| -2189  | James A. Barker                       | October 12, 1950   | 690 |
| -2190  | James A. Barker                       | October 12, 1950   | 690 |
| -2191  | Some or all of the foregoing grantees | October 12, 1950   | 690 |
| -2192  | Harry A. Devitt, et al                | August 19, 1949    | 690 |
| -2193  | Highland Park Baptist Church, Inc.    | May 1, 1950        | 690 |
| -2194  | Mechanic Workers Local 175            | April 5, 1951      | 693 |
| -2195  | Gertrude Williams                     | June 20, 1947      | 690 |
| -2196  | Mrs. Rallie Wilson                    | June 26, 1947      | 690 |
| -2197  | Walter James                          | January 1, 1950    | 691 |
| -62-1  | W. S. Lindsay, et al                  | September 22, 1948 | 691 |
| -62-2  | Mary Sanford Patten                   | September 22, 1948 | 691 |
| -62-3  | H. Levin                              | September 22, 1948 | 691 |
| -62-4  | W. G. Nichols, et al                  | September 22, 1948 | 691 |
| -62-5  | H. James Hitching, et al              | September 22, 1948 | 691 |
| -62-6  | Phil D. Hudas                         | September 22, 1948 | 691 |
| -62-7  | Mark H. Reynolds, et al               | September 22, 1948 | 691 |
| -62-8  | Theodore Brickman                     | September 22, 1948 | 691 |
| -62-9  | Joseph Fahn, et al                    | September 22, 1948 | 691 |
| -62-10 | Roy H. Anderson, et al                | September 22, 1948 | 691 |
| -62-11 | Roy H. Anderson, et al                | September 22, 1948 | 691 |
| -62-12 | Gen. R. Koeinger, et al               | September 22, 1948 | 691 |
| -62-13 | Edwin W. Ingram, et al                | September 22, 1948 | 691 |
| -62-14 | A. G. Kammerer                        | September 22, 1948 | 691 |
| -62-15 | A. G. Kammerer                        | September 22, 1948 | 691 |
| -62-16 | Harry Hill                            | September 22, 1948 | 691 |



|       |                              |                    |      |
|-------|------------------------------|--------------------|------|
| 71-17 | Garlie S. Parks              | September 20, 1950 | 6931 |
| 71-18 | L. A. Benson, et ux          | September 20, 1950 | 6931 |
| 71-19 | Garlie S. Parks              | September 20, 1950 | 6931 |
| 71-20 | David A. Parks               | September 20, 1950 | 6931 |
| 71-21 | David A. Parks               | September 20, 1950 | 6931 |
| 71-22 | David A. Parks               | September 20, 1950 | 6931 |
| 71-23 | Edgar Hamed, et al           | February 23, 1951  | 6931 |
| 71-24 | M. E. Omate, et al           | September 20, 1950 | 6931 |
| 71-25 | W. H. Little, Sr.            | November 29, 1950  | 6931 |
| 71-26 | D. D. Fleming, et ux         | September 20, 1950 | 6931 |
| 71-27 | Leonard A. Nixon             | February 23, 1951  | 6931 |
| 71-28 | O. B. Bee, et ux             | September 20, 1950 | 6931 |
| 71-29 | Allen B. Harris, et ux       | November 29, 1950  | 6931 |
| 71-30 | Marshall D. Walker           | November 29, 1950  | 6931 |
| 71-31 | Walter L. Brown              | February 23, 1951  | 6931 |
| 71-32 | H. H. Hays and Son           | November 29, 1950  | 6931 |
| 71-33 | Basil D. Welch, et ux        | November 29, 1950  | 6931 |
| 71-34 | W. E. Hane, et al            | February 23, 1951  | 6931 |
| 71-35 | John J. Smith                | September 20, 1950 | 6931 |
| 71-36 | Mildred D. McDaniel          | April 5, 1951      | 6931 |
| 71-37 | Joseph H. Killianrew         | February 23, 1951  | 6931 |
| 71-38 | William E. McDaniel          | April 5, 1951      | 6931 |
| 71-39 | Clara H. Bailey              | April 5, 1951      | 6931 |
| 71-40 | W. Wesley Phillips, et ux    | July 6, 1951       | 6931 |
| 71-41 | W. Wesley Phillips, et ux    | July 6, 1951       | 6931 |
| 71-42 | Pauline C. Pennington        | June 6, 1951       | 6931 |
| 71-43 | Gertrude K. Hines, et ux     | June 6, 1951       | 6931 |
| 71-44 | Jessie May Kellie            | June 6, 1951       | 6931 |
| 71-45 | Leonard A. Nixon             | February 23, 1951  | 6931 |
| 71-46 | John P. Galther, et ux       | November 29, 1950  | 6931 |
| 71-47 | Barry H. Smith, et ux        | November 29, 1950  | 6931 |
| 71-48 | Mrs. Mark L. Hill            | February 23, 1951  | 6931 |
| 71-49 | Mrs. Mark L. Hill            | February 23, 1951  | 6931 |
| 71-50 | James H. Marsh, et ux        | September 20, 1950 | 6931 |
| 71-51 | Harold C. Strahly, et ux     | September 20, 1950 | 6931 |
| 71-52 | George Willard Piper         | September 20, 1950 | 6931 |
| 71-53 | Barry H. Smith, et ux        | September 20, 1950 | 6931 |
| 71-54 | Agnes H. Rullier, et ux      | June 6, 1951       | 6931 |
| 71-55 | Lawrence R. Hall, et ux      | April 5, 1951      | 6931 |
| 71-56 | Charles L. Claunch, et ux    | June 6, 1951       | 6931 |
| 71-57 | Richard E. Garmack           | November 29, 1950  | 6931 |
| 71-58 | Bryant & Trimble, Inc.       | February 23, 1951  | 6931 |
| 71-59 | J. Frank Gray, et al         | February 23, 1951  | 6931 |
| 71-60 | Joe A. Dickinson             | April 5, 1951      | 6931 |
| 71-61 | Edna S. Mann                 | July 6, 1951       | 6931 |
| 71-62 | Garlie S. Parks              | July 6, 1951       | 6931 |
| 71-63 | William R. Stevens           | July 6, 1951       | 6931 |
| 71-64 | Stanley Williams             | June 6, 1951       | 6931 |
| 71-65 | Charles E. Emerson, Jr.      | April 5, 1951      | 6931 |
| 71-66 | Clara H. Bailey              | April 5, 1951      | 6931 |
| 71-67 | L. D. Sies                   | June 6, 1951       | 6931 |
| 71-68 | L. D. Sies, et ux            | April 5, 1951      | 6931 |
| 71-69 | Sies Electric Supply Company | April 5, 1951      | 6931 |
| 71-70 | Sies Electric Supply Company | April 5, 1951      | 6931 |
| 71-71 | Jean Paul Jones, Jr.         | November 29, 1950  | 6931 |
| 71-72 | Jean Paul Jones, Jr.         | November 29, 1950  | 6931 |
| 71-73 | L. D. Sies, et ux            | April 5, 1951      | 6931 |
| 71-74 | Paul Lee Derran              | February 23, 1951  | 6931 |
| 71-75 | Sam E. Noble                 | September 20, 1950 | 6931 |
| 71-76 | Leonard A. Nixon             | February 23, 1951  | 6931 |
| 71-77 | W. H. Little, et ux          | September 20, 1950 | 6931 |
| 71-78 | Sam E. Noble                 | September 20, 1950 | 6931 |

|        |                                   |                    |     |
|--------|-----------------------------------|--------------------|-----|
| 71-91  | W. H. Gray, et ux                 | February 23, 1951  | 695 |
| 71-92  | Sam E. Noble                      | September 20, 1950 | 693 |
| 71-93  | Jean Paul Jones, Sr., et ux       | September 20, 1950 | 693 |
| 71-94  | Jean Paul Jones, Sr., et ux       | November 29, 1950  | 693 |
| 71-95  | Paul H. Deane                     | November 29, 1950  | 693 |
| 71-96  | William Brown, et al              | November 29, 1950  | 693 |
| 71-97  | D. A. Parks, et al                | February 23, 1951  | 693 |
| 71-98  | W. Wesley Phillips, et ux         | November 29, 1950  | 693 |
| 71-99  | Margaret H. Dwyer, et ux          | July 6, 1951       | 693 |
| 71-100 | T. W. Rhyme                       | November 29, 1950  | 693 |
| 71-101 | Garrence G. Yantis, et ux         | September 20, 1950 | 693 |
| 71-102 | O. B. Davis, et ux                | September 20, 1950 | 693 |
| 71-103 | David D. Katz, et al              | September 20, 1950 | 693 |
| 71-104 | O. B. Davis, et ux                | September 20, 1950 | 693 |
| 71-105 | Ray Garner                        | September 20, 1950 | 693 |
| 71-106 | O. B. Davis, et al                | September 20, 1950 | 693 |
| 71-107 | Georgia Jane Bagwell, et al       | November 29, 1950  | 693 |
| 71-108 | Georgia Jane Bagwell, et al       | September 20, 1950 | 693 |
| 71-109 | Georgia Jane Bagwell, et al       | September 20, 1950 | 693 |
| 71-110 | Jas. E. Mahoney, Jr., et ux       | September 20, 1950 | 693 |
| 71-111 | G. I. Lerch, et ux                | September 20, 1950 | 693 |
| 71-112 | J. R. Clift, et ux                | September 20, 1950 | 693 |
| 71-113 | Charles T. Francis, et ux         | September 20, 1950 | 693 |
| 71-114 | J. G. Ineas                       | November 29, 1950  | 693 |
| 71-115 | J. G. Ineas                       | November 29, 1950  | 693 |
| 71-116 | J. G. Ineas                       | November 29, 1950  | 693 |
| 71-117 | Carlton H. Bravles et ux          | November 29, 1950  | 693 |
| 71-118 | Edith S. Mann                     | September 20, 1950 | 693 |
| 71-119 | Stanley R. Williams               | July 6, 1951       | 693 |
| 71-120 | N. Harold Howard, et al           | June 6, 1951       | 693 |
| 71-121 | Same or all or preceding grantees | June 6, 1951       | 693 |
| 71-122 | Same or all or preceding grantees | September 20, 1950 | 693 |
| 71-123 | Same or all or preceding grantees | September 20, 1950 | 693 |
| 71-124 | Same or all or preceding grantees | September 20, 1950 | 693 |
| 71-125 | Workmen's Circle, Inc.            | September 20, 1950 | 693 |
| 71-126 | Workmen's Circle, Inc.            | July 6, 1950       | 693 |
| 71-127 | Workmen's Circle, Inc.            | July 6, 1950       | 693 |
| 107    | Joe E. Roberts, et ux             | July 6, 1950       | 693 |
| 109-1  | W. C. Steele (Dr.)                | September 15, 1948 | 694 |
| 109-2  | Peroy E. Verrier, et ux           | September 14, 1949 | 694 |
| 109-3  | Hubert L. Tibbitts, et ux         | September 14, 1949 | 694 |
| 109-4  | Marshall Clark                    | September 14, 1949 | 694 |
| 109-5  | H. H. Dwyer                       | September 14, 1949 | 694 |
| 71-128 | D. Keith Ward, et al              | September 20, 1950 | 693 |



|       |     |                    |     |
|-------|-----|--------------------|-----|
| 10001 | ... | September 14, 1949 | 694 |
| 10002 | ... | September 14, 1949 | 694 |
| 10003 | ... | September 14, 1949 | 694 |
| 10004 | ... | September 14, 1949 | 694 |
| 10005 | ... | September 14, 1949 | 694 |
| 10006 | ... | September 14, 1949 | 694 |
| 10007 | ... | September 14, 1949 | 694 |
| 10008 | ... | September 14, 1949 | 694 |
| 10009 | ... | September 14, 1949 | 694 |
| 10010 | ... | September 14, 1949 | 694 |
| 10011 | ... | September 14, 1949 | 694 |
| 10012 | ... | September 14, 1949 | 694 |
| 10013 | ... | September 14, 1949 | 694 |
| 10014 | ... | September 14, 1949 | 694 |
| 10015 | ... | September 14, 1949 | 694 |
| 10016 | ... | September 14, 1949 | 694 |
| 10017 | ... | September 14, 1949 | 694 |
| 10018 | ... | September 14, 1949 | 694 |
| 10019 | ... | September 14, 1949 | 694 |
| 10020 | ... | September 14, 1949 | 694 |
| 10021 | ... | September 14, 1949 | 694 |
| 10022 | ... | September 14, 1949 | 694 |
| 10023 | ... | September 14, 1949 | 694 |
| 10024 | ... | September 14, 1949 | 694 |
| 10025 | ... | September 14, 1949 | 694 |
| 10026 | ... | September 14, 1949 | 694 |
| 10027 | ... | September 14, 1949 | 694 |
| 10028 | ... | September 14, 1949 | 694 |
| 10029 | ... | September 14, 1949 | 694 |
| 10030 | ... | September 14, 1949 | 694 |
| 10031 | ... | September 14, 1949 | 694 |
| 10032 | ... | September 14, 1949 | 694 |
| 10033 | ... | September 14, 1949 | 694 |
| 10034 | ... | September 14, 1949 | 694 |
| 10035 | ... | September 14, 1949 | 694 |
| 10036 | ... | September 14, 1949 | 694 |
| 10037 | ... | September 14, 1949 | 694 |
| 10038 | ... | September 14, 1949 | 694 |
| 10039 | ... | September 14, 1949 | 694 |
| 10040 | ... | September 14, 1949 | 694 |
| 10041 | ... | September 14, 1949 | 694 |
| 10042 | ... | September 14, 1949 | 694 |
| 10043 | ... | September 14, 1949 | 694 |
| 10044 | ... | September 14, 1949 | 694 |
| 10045 | ... | September 14, 1949 | 694 |
| 10046 | ... | September 14, 1949 | 694 |
| 10047 | ... | September 14, 1949 | 694 |
| 10048 | ... | September 14, 1949 | 694 |
| 10049 | ... | September 14, 1949 | 694 |
| 10050 | ... | September 14, 1949 | 694 |

|        |                                  |                    |     |
|--------|----------------------------------|--------------------|-----|
| 120188 | W. W. Woodward, et ux            | May 19, 1950       | 694 |
| 120189 | W. W. Woodward, et ux            | May 26, 1950       | 694 |
| 120190 | S. O. Grandley                   | May 7, 1949        | 694 |
| 120191 | Alan C. Jones, et ux             | April 24, 1951     | 694 |
| 120192 | Dorothy E. Montgomery            | August 1, 1950     | 694 |
| 120193 | G. S. Duffan, et ux              | May 4, 1949        | 694 |
| 120194 | Oliver B. Thompson               | April 20, 1951     | 694 |
| 120195 | Henry A. Ramsey, et ux           | April 20, 1951     | 694 |
| 120196 | Gen. L. Scheidt, et ux           | May 7, 1949        | 694 |
| 120197 | Kathleen Gannaway, et ux         | May 4, 1949        | 694 |
| 120198 | Charles F. Heard, et ux          | May 4, 1949        | 694 |
| 120199 | W. V. Waller                     | May 4, 1949        | 694 |
| 120200 | W. O. Waller                     | May 4, 1949        | 694 |
| 120201 | W. O. Waller                     | May 4, 1949        | 694 |
| 120202 | Willie Mae Hunter                | May 4, 1949        | 694 |
| 120203 | Paul P. Cochran, Jr., et ux      | May 4, 1949        | 694 |
| 120204 | William V. Galt, et ux           | May 4, 1949        | 694 |
| 120205 | Henry R. Brown, et ux            | April 27, 1950     | 694 |
| 120206 | Louella J. Gault (Mrs.)          | December 19, 1949  | 694 |
| 120207 | Sumner Oil and Refining Company  | May 4, 1949        | 694 |
| 120208 | The Peter Huntz Lumber Co., Inc. | December 17, 1948  | 694 |
| 120209 | Wardine Klinger, et ux           | August 27, 1948    | 694 |
| 120210 | Madison Oil Refining Club, Inc.  | July 6, 1949       | 690 |
| 120211 | David W. Hunter                  | September 28, 1949 | 692 |
| 120212 | Malcolm H. Sexton, et ux         | May 3, 1950        | 690 |
| 120213 | Glenda S. Ballinger, et ux       | May 3, 1950        | 690 |
| 120214 | James A. Burford, et ux          | July 3, 1950       | 690 |
| 120215 | East Branch Utility District     | August 9, 1950     | 697 |
| 120216 | Clara G. Miller, et ux           | February 23, 1951  | 691 |
| 120217 | Alfred B. Miller, et ux          | February 23, 1951  | 691 |
| 120218 | Clara M. Miller, et ux           | February 23, 1951  | 691 |
| 120219 | Asa Daley, et ux                 | February 23, 1951  | 691 |
| 120220 | Clayton A. Clements              | February 23, 1951  | 691 |
| 120221 | John W. Clark                    | February 23, 1951  | 691 |
| 120222 | Wm. S. Clark, et ux              | February 23, 1951  | 691 |
| 120223 | W. H. Richards                   | February 23, 1951  | 691 |
| 120224 | H. A. Verling Construction Co.   | September 22, 1949 | 691 |

... in making and delivering the aforesaid deeds the United States of America, in and through its agents and assigns, retained to and for itself, its successors and assigns, certain easement rights with respect to the whole of said tracts and with respect to roads serving said tracts, such easement rights being represented by the following provision set forth in each of said deeds:

THE ABOVE LAND IS SOLD SUBJECT TO ANY TEMPORARY AND INTERMITTENT FLOODING THAT MAY RESULT FROM THE RECEPTION AND OPERATION OF ANY DAM OR DAMS ACROSS THE TENNESSEE RIVER AND ITS TRIBUTARIES AND ALSO SUBJECT TO THE RIGHT TO TEMPORARILY AND INTERMITTENTLY FLOOD ANY PORTION OF ANY ROAD SERVING THE LAND DESCRIBED.

WHEREAS, the United States of America, acting by and through the Tennessee Valley Authority, has determined that it has no further need for and no intention of making future use of those easement rights retained by the United States of America under the aforesaid deeds and described in the second preamble of this instrument to the extent, and only to the extent, that they relate to and affect those portions of said tracts, and any portions of any roads serving said tracts, lying at or above the respective contour elevations listed in the above table;

AND WHEREAS, in consideration of the premises, the United States of America, acting by and through the Tennessee Valley Authority, and for itself, its successors and assigns, hereby abandons and declares that it will make no future use or exercise of, and hereby waives any further claim, title or interest in or to, those flowage easement rights retained by the United States of America under the aforesaid deeds and described in the second preamble of this instrument to the extent, and only to the extent, that such rights relate to and affect (a) those portions of the aforesaid tracts which lie at and above the aforesaid respective contour elevations and (b) any portions of any roads serving the respective tracts which lie at and above said respective contour elevations. This instrument is that intended and shall not be construed to alter, modify or extinguish any flowage easement rights or other rights or interests secured to the United States of America, its successors and assigns, by said deeds other than those specifically abandoned and disclaimed hereunder, and all such rights and interests, and so specifically abandoned and disclaimed are hereby expressly retained to and for the United States of America, its successors and assigns. In furtherance and not in limitation of the

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*[The text in this section is extremely faint and largely illegible due to heavy noise or scan artifacts.]*

**UNITED STATES OF AMERICA**

Mr. JAMES M. BAKER, Director  
U.S. DEPARTMENT OF STATE

Mr. JAMES M. BAKER, Director  
U.S. DEPARTMENT OF STATE  
WASHINGTON, D. C.  
20520

*[The text in this section is extremely faint and largely illegible due to heavy noise or scan artifacts.]*

and John Randolph Perry severally acknowledged said instrument to be the free act and deed of the United States of America, and of said corporation as its agent.

In witness whereof, I have hereunto set my hand and official seal at Chattanooga, this the day and year aforesaid.

My commission expires January 9, 1956.

Lewis H. Conner, Notary Public

XXXXXXXXXXXXXXXXXXXX  
Lewis H. Conner, Notary Public  
Chattanooga, Tenn.  
XXXXXXXXXXXXXXXXXXXX

STATE OF TENNESSEE)

CHATTANOOGA COUNTY     The above instrument and Certificate were filed Dec. 4, 1953  
at 12:31 P. M., entered in Note Book No. 46 Page 57 and returned in Book 1125 Page 274.

WITNESS my hand at office in Chattanooga, Tenn.



Register

Dept. Reg.