

TRACT NO. XWBR-244
Special Warranty Deed

SPECIAL WARRANTY DEED TRACT NO. XWBR
-244

UNITED STATES OF AMERICA
TO
A. B. STOWERS

THIS INDENTURE, made and entered into by and between the United States of America, hereinafter 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

A. B. STOWERS,

hereinafter called the "Grantee,"

WITNESSETH:

WHEREAS, Section 31 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 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 18 day of April, 1952, at 2:00 o'clock P. M. at the Euchee Boat Dock, Ten Mile, County of Meigs, 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 FIVE HUNDRED AND NO/100 - - - - - Dollars (\$500.00), that being the highest and best bid made at said sale.

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:

Land lying in the Fourth Civil District of Meigs County, State of Tennessee, on the shores of inlets on the east side of Watts Bar Lake, approximately 2 1/4 miles southeast of the mouth of the White Creek Embayment of the lake, the said land, comprising two parcels, being all that land lying above the 750-foot (MSL) contour and contiguous to and on the lakeward side of lines described as follows:

PARCEL NO. 1

Beginning at a metal marker (Coordinates: N. 484,273; E. 2,382,129) in the 750-foot contour on the northwest shore of an inlet of Watts Bar Lake; thence N. 46° 53' W., 26 feet to a metal marker in the boundary between the lands of the United States of America and the Ironton Ore Company; thence with the United States of America's boundary N. 59° 54' E., 264 feet to a metal marker; thence N. 30° 55' E., 660 feet to a metal marker; thence N. 45° 42' E., 347 feet to a metal marker; thence N. 51° 55' E., 1093 feet to a metal marker; thence S. 38° 47' E., 350 feet to a metal marker; thence S. 51° 35' W., 505 feet to a metal marker; thence S. 30° 00' E., 358 feet to a metal marker; thence N. 68° 05' W., 362 feet to a metal marker; thence S. 38° 06' W., 418 feet to a metal marker; thence S. 21° 40' E., 1132 feet to a metal marker; thence N. 88° 07' E., 152 feet to a metal marker; thence, leaving the United States of America's boundary, S. 4° 29' E., 50 feet to a metal marker in the 750-foot contour on the north shore of an inlet of the lake.

The land described above as Parcel No. 1 contains 6.2 acres, more or less.

PARCEL NO. 2

Beginning at a metal marker (Coordinates: N. 484,542; E. 2,381,581) in the 750-foot contour on the west shore of an inlet of Watts Bar Lake; thence N. 68° 39' W., 22 feet to a metal marker in the boundary of the United States of America's land at a corner to the land of the Ironton Ore Company; thence with the United States of America's boundary N. 13° 43' W., 472 feet to a metal marker; thence N. 88° 50' E., 195 feet to a metal marker; thence N. 21° 23' E., 357 feet to US-TVA Monument 16-80; thence S. 26° 58' E., 379 feet to US-TVA Monument 16-81; thence N. 35° 31' E., 1763 feet to a metal marker; thence N. 59° 52' E., 595 feet to a metal marker; thence N. 62° 39' E., 457 feet to a metal marker; thence S. 33° 01' E., 327 feet to US-TVA Monument 16-85; thence S. 76° 35' W., 444 feet to US-TVA Monument 16-86; thence S. 51° 56' W., 375 feet to a metal marker; thence S. 10° 21' W., 234 feet to a metal marker; thence S. 37° 56' W., 2179 feet to a metal marker; thence, leaving the United States of America's boundary, N. 68° 39' W., 2 feet to a point in the 750-foot contour on the southeast shore of an inlet of the lake.

The land described above as Parcel No. 2 contains 7.6 acres, more or less.

The land described above as comprising Parcels No. 1 and No. 2 contains a total of 13.8 acres, more or less.

FURTHERMORE, THERE IS HEREBY CONVEYED THE RIGHTS OF INGRESS TO AND EGRESS FROM THE WATERS OF WATTS BAR LAKE OVER AND UPON THE ADJOINING LAND LYING BETWEEN THE 750-FOOT CONTOUR ELEVATION AND THE WATERS OF THE LAKE.

(SEE PAGE 514)

The above-described land was acquired by the United States of America by virtue of the Final Decree entered May 28, 1942, in Cause No. 310, styled United States of America ex rel. Tennessee Valley Authority vs. John Randolph Neal et al, in the United States District Court for the Eastern Division of the State of Tennessee, Southern Division, recorded in Deed Book Q, page 543, in the Office of the Register of Meigs County, Tennessee.

The above-described land is conveyed subject to such mineral and mining rights as may be outstanding in third parties.

The positions of corners and directions of lines are referred to the Tennessee Coordinate System. The contour elevation is based on MSL Datum as established by the US&GS Southeastern Supplementary Adjustment of 1936. The boundary markers designated "US-TVA Monument" are concrete monuments capped by bronze tablets imprinted with the given numbers.

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

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, SUCH LAND MAY BE USED, AND ANY RIGHTS OTHERWISE ACQUIRED BY THIS DISPOSITION MAY BE EXERCISED, AS IF NO RESERVATION OF 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 ~~HEREINAFTER~~ 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~~ 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.

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 OF STREAM POLLUTION AND BY THE PROTECTION OF WATER SUPPLIES, RECREATION, WILDLIFE, AND OTHER PUBLIC USES OF GRANTOR'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.

THE GRANTOR, ITS SUCCESSORS, AGENTS, OR ASSIGNS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO THE ABOVE-DESCRIBED LANDS 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.

TO HAVE AND TO HOLD said land unto the said grantee, his heirs, successors and assigns, in fee simple, together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise 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 for 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, this the 18 day of April, 1952.

ATTEST:

UNITED STATES OF AMERICA

(SEAL)

BY TENNESSEE VALLEY AUTHORITY, ITS LEGAL AGENT

John Randolph Perry
Assistant Secretary

BY Robert J. Coker,
Assistant Chief of Land Branch

STATE OF TENNESSEE, COUNTY OF KNOX

On the 17 day of July, 1952, personally appeared before me, Robert J. Coker and John Randolph Perry, to me personally known who, being by me duly sworn, did say that they are Assistant 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 Robert J. Coker 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 Knoxville, this the day and year aforesaid.

(SEAL)

My commission expires: January 10, 1953

/s/ John V. Daniel, Notary Public

STATE OF TENNESSEE, MEIGS COUNTY, REGISTER'S OFFICE

I, Maggie Webster, Register of said County, do hereby certify that the within Deed was filed in my Office on the 24 day of September, 1952 at 10:30 A. M. Noted in Note Book 2, page 60 and recorded in Warranty Deed Book T, pages 513-14-15.

/s/ Maggie Webster, Register

WARRANTY DEED

FROM

JAMES COUEY AND WIFE LUCY COUEY

TO

L. M. FORD AND WIFE THERESA FORD

FOR AND IN CONSIDERATION of the sum of Six Hundred and Sixty (\$660.00) Dollars to us cash in hand paid, receipt of which is hereby acknowledged, we, JAMES COUEY and wife LUCY COUEY have bargained and sold, and by these presents do transfer and convey unto the said L. M. Ford and Wife, Theresa Ford, and their heirs and assigns, a certain tract or parcel of land in Meigs County, State of Tennessee, as follows:

Located in the Second Civil District of Meigs County, Tennessee, and bounded on the North by John Nance, on the South by Joel Crisp, on the East by land formerly owned by Frank Ferris, now owned by Carter Redman and on the West by George Bonner; containing 45 acres more or less, and being the lands conveyed to Mattie Crisp by Mary Hickman and other by deed dated February 19th, 1930 and registered in Book "J" page 484, Register's Office, Meigs County, Tennessee, and being the land conveyed to R. M. Swafford and wife Texas Swafford by Wilford J. Graham and wife Beulah Graham by deed dated October 6th 1937, recorded in Book "N" page 149, said Register's Office.
Being the land conveyed to James Couey by R. M. Swafford and wife by deed dated March 20, 1940, recorded in Book "Q" page 161, Register's Office, Meigs County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said L. M. Ford and wife, Theresa Ford, and their heirs and assigns, forever. And we do covenant with the said L. M. Ford and wife Theresa Ford that we are lawfully seized and possessed of said land in Fee Simple; have a good right to convey it, and the same is uncumbered.

SEE PAGE 516



STATE OF TENNESSEE
I, Charles H. Anderson, Register
of the County of Meigs, do hereby certify that the
within greenbelt was filed in the
office on the 12 day of May,
1997, at 9:45 A.M. filed in
Book 5, page 25. Recorded in
Book 661, page 255.
Charles H. Anderson Register

Application for Greenbelt Assessment -- Forest

The Agricultural, Forest and Open Space Land Act of 1976 ("Greenbelt Law") permits qualifying land to be assessed for property taxes at its current use value rather than its fair market value which might be based on a more intensive use. YOU MAY BE LIABLE FOR "ROLLBACK" TAXES later if the land approved for greenbelt is converted to other uses or disqualified for greenbelt as the result of a sale or otherwise. The amount due would be the tax saved during the last three years of greenbelt classification. You should carefully review this application and additional information about the greenbelt program which should be provided by your assessor prior to submitting this application.

"Forest Land" means land "constituting a forest unit engaged in the growing of trees under a sound program of sustained yield management, or any tract of fifteen or more acres having tree growth in such quantity and quality and so managed as to constitute a forest." The assessor may consult the State Forester in determining whether your land qualifies. Complete the remainder of this application to have your property considered for classification as forest land.

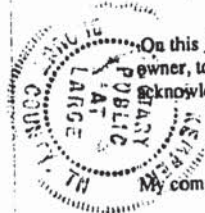
ATTACH A MAP AND A COPY OF YOUR CURRENT FOREST MANAGEMENT PLAN. ALSO
ATTACH AERIAL PHOTOS, IF AVAILABLE.

STATE OF TENNESSEE COUNTY OF <u>Meigs</u>				
Description of Property				
District/Ward	Map/Block/Group	Control Map	Parcel	Special Interest
<u>04</u>	<u>2</u>	<u>2</u>	<u>2.00</u>	
1. Name: <u>Stowers, Arthur Burton, Jr.</u>				7. Source of Title:
2. Mailing Address: <u>PO BOX 8204 Univ. Stat.</u>				Deed Book: <u>N3</u>
<u>Knoxville, TN 37996</u>				Page: <u>584</u>
3. Address of Property: <u>1st</u>				Other: _____
<u>Rid. Cloud Rd.</u>				
4. Total Acreage: <u>709.0 Calc.</u>				
5. Description of Timber:				
Type Current Amount Projected Harvest Date and Yield				
<u>PLEASE SEE FORESTER'S MANAGEMENT PLAN</u>				
6. Do you own other property in this county which has been approved for greenbelt? <u>NO</u>				
<input type="checkbox"/> If you or your family have owned and lived on this property for 25 years or more, please check box.				

I certify that I am an owner of the property described above, that the information I have supplied is true and correct to the best of my knowledge and belief, and that I am presently using said property as forest land as described in the above instructions. I have read and understand the requirements for greenbelt eligibility and agree to notify the assessor of any change in the use or ownership of the property which might affect its continued eligibility.

Dated: MAY 8, 1997

Arthur Burton Stowers, Jr.
Property Owner



On this 8th day of May, 1997, before me personally appeared the above named property owner, to me known to be the person described in and who executed the foregoing certification, and acknowledged its execution as (his) (her) free act and deed.

My commission expires: August 8, 1999

Dorra Temper
Notary Public

ASSESSOR'S USE	
Approved <u>W.B.</u>	
Denied _____	

THIS APPLICATION MUST BE ACCOMPANIED
BY THE CURRENT RECORDATION FEE, OR
OTHER ARRANGEMENTS MADE FOR PAYMENT
OF SUCH FEE. THIS INSTRUMENT WAS PREPARED BY:

ARTHUR B. STOWERS, JR.

Wanda J. Bryant
Assessor of Property

RECORDING FEE 10.00
 CLERK FEE 2.00
 TOTAL 12.00
 REC. # 39248

162A

Janie B. Stiner KT
 REGISTER OF DEEDS

Application for Greenbelt Assessment -- Forest

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"Forest Land" means land "constituting a forest unit engaged in the growing of trees under a sound program of sustained yield management, or any tract of fifteen or more acres having tree growth in such quantity and quality and so managed as to constitute a forest." The assessor may consult the State Forester in determining whether your land qualifies. Complete the remainder of this application to have your property considered for classification as forest land.

ATTACH A MAP AND A COPY OF YOUR CURRENT FOREST MANAGEMENT PLAN. ALSO ATTACH AERIAL PHOTOS, IF AVAILABLE.

STATE OF TENNESSEE					
COUNTY OF <u>Meigs</u>					
Description of Property					
District/Ward	Map/Block/Group	Control Map	Parcel	Special Interest	Acres
<u>04</u>	<u>2</u>	<u>2</u>	<u>2.00</u>	<u>000</u>	<u>709.00</u>
1. Name: <u>Stowers, Arthur Burton Jr.</u> 7. Source of Title: _____ 2. Mailing Address: <u>PO Box 8204 UNIVERSITY</u> Deed Book: <u>23</u> <u>Station Knoxville, TN 37996</u> Page: <u>379</u> 3. Address of Property: <u>Lefew Rd</u> Other: _____ 4. Total Acreage: <u>709.00</u> 5. Description of Timber: Type _____ Current Amount _____ Projected Harvest Date and Yield _____ <u>PLEASE SEE MANAGEMENT PLAN</u> 6. Do you own other property in this county which has been approved for greenbelt? <u>N/D</u>					

STATE OF TENNESSEE, MEIGS COUNTY
 I, JANIE B. STINER, REGISTER OF SAID COUNTY,
 HEREBY CERTIFY THAT THE WITHIN GREENBELT
 WAS FILED IN MY OFFICE ON THE
DECEMBER 20, 2004 AT 1:50 PM NOTED IN
 BOOK 7 PAGE 56 RECORDED IN
 BOOK 39248 PAGE 162A REGISTER

I certify that I am an owner of the property described above, that the information I have supplied is true and correct to the best of my knowledge and belief, and that I am presently using said property as forest land as described in the above instructions. I have read and understand the requirements for greenbelt eligibility and agree to notify the assessor of any change in the use or ownership of the property which might affect its continued eligibility.

Dated: 11-30-2004

Arthur Burton Stowers Jr.
 Property Owner

On this 30 day of Nov, 192004, before me personally appeared the above named property owner, to me known to be the person described in and who executed the foregoing certification, and acknowledged its execution as (his) (her) free act and deed.

Deborah L. Luman
 Notary Public

My commission expires: 11-30-2004

THIS APPLICATION MUST BE ACCOMPANIED BY THE CURRENT RECORDATION FEE, OR OTHER ARRANGEMENTS MADE FOR PAYMENT OF SUCH FEE. THIS INSTRUMENT WAS PREPARED BY:

Jim Proffitt
 Assessor of Property ME

ASSESSOR'S USE	
Approved	<u>TP</u>
Denied	_____

GrB 2/162A

162A