

8-3-567

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Containing 123. A. Special Warranty Deed District 3

Tract No. ANH-280

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

JESSE H. WOOD and wife, LENA WOOD,

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 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 17 day of April, 1952, at 3:00 o'clock P.M., at the courthouse, City of Maynardville, Union County of Union, State of Tennessee, and was finally struck off and sold to the Grantee for the sum of ELEVEN HUNDRED AND NO/100 dollars (\$1,100.00), 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 Grantor does hereby bargain, sell, transfer and convey unto the Grantee:

A tract of land lying in the Third Civil District of Union County, State of Tennessee, on the south-east side of the Clinch River Arm of Norris Lake, approximately 1-1/2 miles southwest of the mouth of the Straight Creek Embayment, and more particularly described as follows:

beginning at US-TVA Monument 2132-3 (Coordinates: N. 716,429; E. 2,675,549) at a common corner of the lands of J. L. Shumate, Tom Chesney and the United State of America, and at the most southerly corner of the tract herein described; thence with the United States of America's line N. 720 55' W., 1283 feet to an angle iron in the center line of a road; thence leaving the United States of America's line and with the center line of the road in a general northerly direction approximately 1315 feet to an angle iron in the 1020-foot contour on the east shore of the Cool Branch Inlet; thence with the said contour as it meanders in a northerly direction approximately 270 feet to an angle iron (Coordinates: N. 718,083; E. 2,674,163); thence leaving the contour, N. 50° 00' W., 2418 feet to an angle iron; thence W. 39° 00' W., 282 feet to an angle iron on the 1020-foot contour on the shore of the lake; thence with the said contour as it meanders in an easterly direction approximately 290 feet to an angle iron in the center line of a drain; thence with the center line of the drain as it meanders in an easterly direction approximately 180 feet to an angle iron in the line of the United States of America's line S. 53° 55' W., 696 feet to a double chestnut tree; thence S. 53° 00' W., 853 feet to US-TVA Monument 2115-1; thence S. 51° 45' E., 110 feet to US-TVA Monument 2132-1; thence S 57° 40' W., 192 feet to US-TVA monument 2132-2; thence S. 35° 20' W., 1148 feet to the point of beginning, and containing 123. acres, more or less.

Furthermore, to afford a means of ingress to and egress from the land described above, the Grantor hereby conveys to the Grantee the right with any others who may be designated by the Grantor, to construct, maintain, and use a road on, over, and across a right of way 25 feet wide, the said right of way lying west of and adjacent to that portion of the west line of the above-described tract of land which is the center line of a 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 work-in-connection-with-the-main-entree-of-say-drainage-ditches-and

other-road-appurtenances on land lying outside of but adjacent to the limits of the right of way. Always provided, however, that grantor reserves the right at any time to flood any portion of any road lying below the 1034-foot contour elevation serving the above-described land without liability to grantee, his successors, or assigns for damages for loss or impairment of access to the above-described land.

The above-described land was acquired by the United States of America by virtue of the following deeds on record in the office of the Register of Union County, Tennessee, executed by:

- (a) J. P. Butcher and wife, Mel Butcher, dated October 20, 1934, recorded in Deed Book S, volume 2, page 173.
- (b) Alvis Gray and wife, Georgia Gray, dated February 21, 1935, recorded in Deed Book U, volume 2, page 34.
- (c) M. L. Carter and wife, Laura Carter, dated February 18, 1935, recorded in Deed Book U, volume 2, page 17,
- (d) J. S. Carmon and wife, Opal Carmon, dated March 26, 1935, recorded in Deed Book U, volume 2, page 143.

In making this conveyance, however, the grantor expressly reserves the following described easement rights:

On and over that portion of the above described land which is located below the 1034-foot contour elevation (all contours elevations referred to herein are based upon mean sea level as established by the 1936 Southeastern Supplementary Adjustment, U.S. & G.S.): the right to enter upon said portion of said land and do any and all things that grantor considers necessary and desirable in connection with its statutory program for river control and development. This right shall include but not be limited to, by reason of lack of specific enumeration, the right to temporarily or permanently flood said portion of said land with backwater created by the erection and operation of any dam or dams across the Clinch River and its tributaries; the right to clear, ditch, dredge, and drain said land and apply larvicides and chemicals thereon; to carry on bank protection work, to erect or remove structures, and do any and all other things which grantor deems necessary or desirable in the promotion and furtherance of malaria control, flood control, and navigation; and the right to prohibit the dumping or draining into the waters of any stream or reservoir, under grantor's control, of any refuse, sewage or other material which might tend to pollute or render said waters insanitary.

And in addition, on and over that portion of the above described land lying between the 1034 and 1052 - foot contours elevations, the right: (A) during any period from December 1 to June 1, to intermittently flood said portion of said land with the backwater created by the erection and operation of any dam or dams across the Clinch River and its tributaries; and (B) to remove from said land at grantee's expense or to compel the removal by the grantee or prevent the construction hereon of any buildings for human habitation.

Grantor further reserves the right to maintain any existing boundary and traverse monuments and sill 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 (40 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 such materials 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.

Grantor reserves on and over that portion of the above-described land which is located within a distance of 250 feet of the above line (shown on Deed Book S, page 173) the right to enter upon said portion of said land and do any and all things that grantor considers necessary and desirable in connection with its statutory program for river control and development. This right shall include but not be limited to, by reason of lack of specific enumeration, the right to temporarily or permanently flood said portion of said land with backwater created by the erection and operation of any dam or dams across the Clinch River and its tributaries; the right to clear, ditch, dredge, and drain said land and apply larvicides and chemicals thereon; to carry on bank protection work, to erect or remove structures, and do any and all other things which grantor deems necessary or desirable in the promotion and furtherance of malaria control, flood control, and navigation; and the right to prohibit the dumping or draining into the waters of any stream or reservoir, under grantor's control, of any refuse, sewage or other material which might tend to pollute or render said waters insanitary.

COMPARED

other road appurtenances on land lying outside of but adjacent to the limits of the right of way. Always provided, however, that grantor reserves the right at any time to flood any portion of any road lying below the 1034-foot contour elevation serving the above-described land without liability to grantee, his successors, or assigns for damages for loss or impairment of access to the above-described land.

The above-described land was acquired by the United States of America by virtue of the following deeds on record in the office of the Register of Union County, Tennessee, executed by:

- (a) J. P. Butcher and wife, Ethel Butcher, dated October 20, 1934, recorded in Deed Book S, volume 2, page 173.
- (b) Alvis Gray and wife, Georgia Gray, dated February 21, 1935, recorded in Deed Book U, volume 2, page 34.
- (c) K. L. Carter and wife, Laura Carter, dated February 18, 1935, recorded in Deed Book U, volume 2, page 17.
- (d) J. S. Carmon and wife, Opal Carmon, dated March 26, 1935, recorded in Deed Book U, volume 2, page 143.

In making this conveyance, however, the grantor expressly reserves the following described easement rights:

On and over that portion of the above described land which is located below the 1034-foot contour elevation (all contour elevations referred to herein are based upon mean sea level as established by the 1936 Southeastern Supplementary Adjustment, U.S. & G.S.): the right to enter upon said portion of said land to do any and all things that grantor considers necessary and desirable in connection with its statutory program for river control and development. This right shall include but not be limited to, by reason of lack of specific enumeration, the right to temporarily or permanently flood said portion of said land with backwater created by the erection and operation of any dam or dams across the Clinch river and its tributaries; the right to clear, ditch, dredge, and drain said land and apply larvicides and chemicals thereon; to carry on bank protection work, to erect or remove structures, and to do any and all other things which grantor deems necessary or desirable in the promotion and furtherance of malaria control, flood control, and navigation; and the right to prohibit the dumping or draining into the waters of any stream or reservoir, under grantor's control, of any refuse, sewage or other material which might tend to pollute or render said waters insanitary.

And in addition, on and over that portion of the above described land lying between the 1034 and 1052-foot contours elevations, the right: (A) during any period from December 1 to June 1, to intermittently flood said portion of said land with the water created by the erection and operation of any dam or dams across the Clinch river and its tributaries; and (B) to remove from said land a grantee's expense or to compel the removal by the grantee or prevent the construction hereon of any buildings for human habitation.

Grantor further reserves the right to maintain any existing boundary and reverse monuments and sill 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 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.

Grantor reserves on and over that portion of the above-described land which is located within a distance of 250 feet of the shore line ("shore line" as used herein refers to the 1020-foot contour elevation) of any stream or reservoir under Grantor's control: the right, for the benefit of the general public, to hunt, fish, land, and picnic; provided, however, that this right shall not be interpreted to include overnight camping.

Grantor reserves for the benefit of grantor and its assigns, the right of ingress and egress, where reasonable necessary, through, over, and across the land described above to Grantor's adjacent land; provided, however, that in the exercise of such right, Grantor or its assigns will select a route which will adversely affect Grantee's property and the operation thereof as little as necessary.

Grantor reserves, for the benefit of other properties of the grantor and its assigns in common with the grantee, a right of way 25 feet wide, for the construction, maintenance, and use of a road on, over, and across the above-described land, the said right of way lying east of and adjacent to that portion of the west line of the above-described tract of land which is the center line of a 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 on land lying outside of but adjacent to the limits of the right of way.

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 shorelands, 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.

He will not construct or maintain any buildings or other structures except water use facilities constructed in accordance with plans approved by the authority (and also except fences built on land lying above the 1034-foot contour elevation) on any portion of the above-described land which is located (1) below the 1034-foot contour elevation, or (2) within a distance of 250 feet of the shore line (S.L. 1020) of any stream or reservoir under grantor's control.

He will not construct buildings for human habitation on any portion of the above-described land located below the 1052 contour elevation.

The grantor, his 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 soaking of the land as a result of wave action, fluctuation of water levels, or other causes.

The positions of corners and directions of lines are referred to the Tennessee Coordinate System. The contour elevations are based on MSL datum as established by the USGS's southern supplementary adjustment of 1936. The boundary markers designated "US-VA Monument" are concrete monuments capped by bronze tablets imprinted with the given numbers.

As a part of the consideration for this conveyance and in recognition of the necessity of malaria control operations over the above-described land ----- the grantee, for himself, his heirs, administrators, executors, successors, and assigns, does by his execution and acceptance of this deed, release the United States of America and/or the Tennessee Valley Authority, their successors, agents, and employees, from any and all liabilities for damages occurring at any time to individuals, livestock, and plant life which may result from the application on, over, and upon the above-described land----- of larvicides, herbicides, and chemicals in dusts, sprays, aerosols, or other forms, by means of airplanes, boats, or other methods which the grantor considers necessary for malaria control purposes.

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 hereunto 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 hereunto 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 and the grantee has executed this instrument this the 17 day of April, 1952.

Attest:

John Randolph Perry
Assistant Secretary

Tennessee Valley Authority }

S & A }

UNITED STATES OF AMERICA

BY TENNESSEE VALLEY AUTHORITY, its
legal agent

by Geo. M. Baker

Chief of Land Branch

Jesse H. Wood

Jesse H. Wood

Lena Wood

Lena Wood

TVA 2337 (LA-10-50) Special

(The following certificates of acknowledgment are to be used if the land conveyed is located in Tennessee or Mississippi.)

State of Tennessee)
)ss.
County of Hamilton)

On the 19 day of September, 1952, 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 19 day and year aforesaid.

William C. Watson, Jr.)
Notary Public)
Hamilton Co. Tenn.) My commission expires: January 11, 1954

Wm. C. Watson, Jr.
Notary Public.

State of Tennessee)
County of Knox)

On this 12th day of September, 1952, before me personally appeared Jesse E. Wood and Lera Wood his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed and delivered the same as their free act and deed.

Witness my hand, at office, this 12th day of September, 1952.

Carris Albert)
Notary Public) My commission expires: Jan. 25, 1953
Knox Co. Tenn.)

Carris Albert
Notary Public.

Register's Office)
State of Tennessee)
County of Union)

Abstract of Deed recorded the 12th day of April A.D. Nineteen Hundred and 53 at
Chattanooga, Tenn. Noted in Note Book "D" Page 330 and recorded in Book of Deeds
"W" Vol. 2, page 327-28.

Witness my hand,

COMPARED

Charles C. Wilson Register

Certainly 40 Acres

Warranty Deed:

District No. 2

U. S. REVENUE STAMPS
For \$100.00
Paid
Attached to this instrument.

This Instrument, made this 31st day of March A.D. 1953 between A.M. Acuff, and husband, J. E. Acuff of Davidson County in the State of Tennessee of the first part, and Carl C. Perry, Jr., and wife, Kate Ethel of Union County, Tennessee of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Three Thousand (\$3000.00) Dollars, of which \$500.00 to them in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged, and for the remainder five notes in the amount of \$500.00 each are executed, and numbered from one to five, and are to be paid in numerical order, the first note to be paid on the 1. 1954, and one note to be paid on the first day of each January thereafter, until all of said notes have been fully paid, and to secure the payment of said notes a specific lien is hereby retained on the property here conveyed, have granted, bargained, sold, conveyed, and do hereby grant, bargain, sell and convey unto the said parties of the second part, the following described premises, to-wit, situated in District No. 2 of Union County, Tennessee, and bounded as follows:

Beginning on a set stone on the north side of Clinch Valley road, the same being a corner between this tract and John T. Bunker; thence north 24 deg. west approximately 20 feet to a black oak stump; thence north 71 deg. 30 min. east 2 1/4 poles; thence north 1 deg. and 30 min. east 57 1/2 poles to a black gum; thence north 65 deg. 30 min. east 2 3/4 poles to a white oak; thence north 29 deg. 30 min. west 50 poles to a walnut stump; thence a straight line to Charley Hill's north-west corner; thence south 11 degrees west 25 poles to an iron pin and a lichen; thence south 1 deg. 30 min. east 90 poles and 4 feet to an iron pin at the north side of said Clinch Valley Highway to a set stone, the bounding corner, containing 40 acres, more or less.

And being a portion of the property that was conveyed to A.M. Acuff of the first part, on the 11th day of May 1877, by Charley Hill, and wife, Lillian Hill, and Murtie Henry, deed of record in Deed Book - 3 - Vol. 2, page 464, in the Register's Office of Union County, Tennessee,

Exception: This is to certify that I, A.M. Acuff reserve the rights to ownership and to possess a certain number of trees as follows

Being Ten (10) Pine trees, and Ten (10) Poplar Trees, being situated in the woodland above the road on said property. These trees are to be cut and sawed as early as possible, and saw-logs have been marked as aforesaid.

Witness

Charles C. Wilson
Register

Notary Public
A. M. Acuff
A. M. Acuff