

U.S.A.

to deed
JOSEPH A. &
JACOB A.
ROSENFIELD

Tract No. XGIR-100:53

SPECIAL WARRANTY DEED

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 JACOB A. ROSENFIELD AND JOSEPH A. ROSENFIELD hereinafter called the "Grantees,"

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 plan and projects actually decided upon; and

WHEREAS, the Authority pursuant to an 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 5 day of June, 1951, at 11:00 o'clock A.M. at State Park Headquarters, Kentucky Dam, City of Gilbertsville, County of Marshall, State of Kentucky, and was finally struck off and sold to the Grantee for the sum of Six Hundred and No/100 Dollars (\$600.00), 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 Grantees:

TRACT NO. XGIR-100:53

Lot 53, containing 2.85 acres, more or less, of the Marshall Subdivision as shown on Sheet 1 of a plat of the said subdivision which is recorded and on file in Deed Book 83, page 533, in the office of the Clerk of the County Court of Marshall County, State of Kentucky, the said subdivision being located in the Second Magisterial District of Marshall County, Kentucky, on the southeast shores of the Little Bear Creeek Embayment of Kentucky Lake, approximately 5 miles south of the Kentucky Dam.

ALSO, a 1/121 undivided interest in Lot 122, containing 4.20 acres, more or less, a 1/121 undivided interest in Lot 123, containing 2.24 acres, more or less, and a 1/121 undivided interest in Lot 124, containing 2.51 acres, more or less of said subdivision which is described above.

FURTHERMORE, the right of ingress to and egress from the waters of Kentucky Lake over and upon the adjoining land lying between the 375-foot contour elevation and the waters of the lake.

Lot 53 was acquired by the United States of America by virtue of the deed from Lillian Fields et al, dated July 11, 1940, recorded in deed book 67, page 71, in the office of the County Court Clerk, Marshall County, Kentucky.

Lot 122 was acquired by virtue of the deed from Lillian Fields et al, dated July 11, 1940, recorded in deed book 67, page 71 in the office of the County Court Clerk, Marshall County, Kentucky.

Lot 123 was acquired by virtue of the deed from Mildred C. Dodd et al, dated June 12, 1940, recorded in Deed Book 67, page 18, and the deed from Samuel W. Cox, et ux, dated June 27, 1939, recorded in deed book 63, page 351, both instruments recorded in the office of the County Court Clerk, Marshall County, Kentucky.

Lot 124 was acquired by virtue of the deed from Arthur Evan Gulp et ux, dated June 29, 1939, recorded in Deed Book 63, page 364, and the deed from Perry T. Karnea et al, dated September 30, 1939, recorded in deed book 63, page 405, both instruments recorded in the office of the County Court Clerk, Marshall County, Kentucky.

The above land is sold subject to such intermittent flooding during any period of December 1 to June 1, 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 of temporarily and intermittently flood at any time any portion of any road serving the land described.

It is understood and agreed that the above land is conveyed subject to such rights as may be vested in third parties to rights of way for roads.

It is understood and agreed that the designation of the above described land as part of the Marshall Subdivision and the provision of road access to said land do not imply an undertaking on the part of the Grantor or Authority to maintain said subdivision or road or roads, and neither the Grantor nor the Authority shall be liable for the maintenance of said road or roads for any damages resulting from the construction or use thereof.

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.

ON AND OVER THOSE PORTIONS OF LOTS 122, 123 and 124 WHICH ARE LOCATED WITHIN A DISTANCE OF 250 FEET OF THE SHORELINE ("SHORELINE" AS USED HEREIN REFERS TO THE 359-FOOT CONTOUR ELEVATION) OF ANY STREAM OR RESERVOIR UNDER GRANTORS'S CONTROL" THE RIGHT TO ERECT AND MAINTAIN NAVIGATION AIDS AND SO SUCH CLEARING AS GRANTOR MAY DEEM NECESSARY TO ENSURE VISIBILITY.

ALL URANIUM, THORIUM, AND ALL OTHER MATERIALS DETERMINED PURSUANT TO SECTION 5 (b) (1) OF THE ATOMIC ENERGY ACT OF 1946 (60 STAT. 761) 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.

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 GRANTORS' 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.

HE WILL NOT CONSTRUCT OR MAINTAIN ANY BUILDINGS OR OTHER STRUCTURES EXCEPT FENCES, OR EXCEPT WATER USE FACILITIES AT LOCATIONS AND UPON PLANS TO BE APPROVED IN ADVANCE BY TVA, ON ANY PORTION OF THE ABOVE DESCRIBED LOTS WHICH IS LOCATED BELOW THE 381-FOOT CONTOUR ELEVATION.

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.

THE GRANTEE, FOR HIMSELF, HIS HEIRS, SUCCESSORS, AND ASSIGNS FURTHER COVENANTS AND AGREES TO AND WITH ALL OTHER PURCHASERS OF LOTS IN THE MARSHALL SUBDIVISION 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:

FOR THE BENEFIT OF ALL PURCHASERS OF LOTS IN THE MARSHALL SUBDIVISION, WHICH EMBRACES THE LAND DESCRIBED ABOVE, AS SHOWN BY MAP OF RECORD IN DEED BOOK 83, PAGE 533, IN THE COUNTY COURT CLERK'S OFFICE OF MARSHALL COUNTY, AND IN ORDER TO FOSTER THE DEVELOPMENT AND PROTECT THE VALUE OF ALL OF SAID LAND FOR PRIVATE RESIDENCE PURPOSES, THE GRANTEE (1) WILL USE THE LAND HEREIN CONVEYED, DESCRIBED AS LOT 53, TRACT XGIR-100:53, OF SAID SUBDIVISION, FOR PRIVATE RESIDENCE PURPOSES ONLY; (2) WILL USE JOINTLY WITH OTHER GRANTEES THE LAND DESCRIBED AS LOTS 122, 123 and 124, TRACTS XGIR-100:122, -100:123, and -100:124, OF SAID SUBDIVISION IN WHICH JOINT AND UNDIVIDED INTERESTS ARE HEREIN CONVEYED ONLY FOR SUCH PURPOSES AS ARE COMPATIBLE WITH CABIN SITE SUBDIVISION DEVELOPMENT OR AS MAY BE NECESSARY FOR THE ENJOYMENT OF THE WATERS OF KENTUCKY RESERVOIR, INCLUDING, BUT NOT LIMITED TO, SUCH FACILITIES AS A CLUB HOUSE, A CARETAKER'S RESIDENCE, BOAT STORAGE AND MARINE FACILITIES, TOGETHER WITH SUCH NECESSARY AND APPURTENANT OUT BUILDINGS AS MAY BE REQUIRED; (3) WILL NOT CONSTRUCT OR MAINTAIN OR CAUSE OR SUFFER TO BE CONSTRUCTED OR MAINTAINED ON LOT 53, ANY BUILDING OTHER THAN A SINGLE DWELLING COSTING NOT LESS THAN \$1,000, WITH NECESSARY AND APPURTENANT OUTBUILDINGS, (4) WILL CONSTRUCT FOR USE WITH THE BUILDINGS EITHER SEPTIC TANKS OR OUTDOOR TOILETS IN ACCORDANCE WITH THE STANDARDS OF THE STATE AND COUNTY PUBLIC HEALTH OFFICIALS; (5) WILL NOT CONSTRUCT OR MAINTAIN OR CAUSE OR SUFFER TO BE CONSTRUCTED OR MAINTAINED ON LOT 53, OR PARTICIPATE IN THE CONSTRUCTION JOINTLY ON LOTS 122, 123 and 124 OF ANY BUILDING LOCATED NEARER THAN 25 FEET FROM ANY SIDE LINE OF SAID LOTS OR FROM THE CENTER LINE OF ANY ROAD AND NOT NEARER THAN 5 FEET FROM THE MARGIN OF THE RIGHT OF WAY OF SAID ROAD.

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 State, 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 5 day of June, 1951.

UNITED STATES OF AMERICA

BY TENNESSEE VALLEY AUTHORITY, its
legal agent

Attest:

John Randolph Perry
Assistant Secretary

By : Geo. M. Baker
Chief of Land Branch

STATE OF TENNESSEE
COUNTY OF HAMILTON

On the 10 day of August, 1951, 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.

William C. Watson, Jr.
Notary Public

My commission expires: January 11, 1954.

STATE OF KENTUCKY
Sct
COUNTY OF MARSHALL

I, W. J. Brien, Jr., Clerk of the County Court of said County, do certify that the foregoing DEED was on the 30 day of August, 1963 lodged in my office for record.

Whereupon the same, the foregoing and this certificate have been duly recorded in my office in DEED BOOK NO. 112, page 150.

Given under my hand this the 4th day of September, 1963.

W. J. Brien, Jr., Clerk

By Theresa S. Bolton D.C.

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Tract No. XGIR-100:52

SPECIAL WARRANTY DEED

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 COLE LUMBER COMPANY hereinafter called the "Grantee",

WITNESSETH

Whereas, Section 31 of the above mentioned Act of Congress authorizes

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to deed
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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 5 day of June, 1951.

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John Randolph Perry
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Given under my hand this the 4th day of September, 1963.

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2

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Whereas, Section 31 of the above mentioned Act of Congress authorizes

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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 5 day of June, 1951 at 11:00 o'clock A.M. at State Park Headquarter, Kentucky Dam, City of Gilbertsville, County of Marshall, State of Kentucky, and was finally struck off and sold to the Grantee for the sum of Five Hundred Fifty and No/100 Dollars (\$550.00), that being the highest and best bid 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:

TRACT NO. XGIR-100:52

Lot 52, containing 2.60 acres, more or less, of the Marshall Subdivision as shown on Sheet 1 of a plat of the said subdivision which is recorded and on file in Deed Book 83, page 533, in the office of the Clerk of the County Court of Marshall County, State of Kentucky, the said subdivision being located in the Second Magisterial District of Marshall County, Kentucky, on the southeast shores of the Little Bear Creek Embayment of Kentucky Lake, approximately 8 mile s south of the Kentucky Dam.

ALSO, a 1/121 undivided interest in lot 122, containing 4.20 acres, more or less, a 1/121 undivided interest in Lot 123, containing 2.24 acres, more or less, and a 1/121 undivided interest in lot 124, containing 2.51 acres, more or less, of said subdivision which is described above.

FURTHERMORE, the right of ingress to and egress from the waters of Kentucky Lake over and upon the adjoining land lying between the 375-foot contour elevation and the waters of the lake.

Lots 52 and 122 were acquired by the United States of America by virtue of the deed from Lillian Fields et al, dated July 11, 1940, recorded in deed book 67, at page 71, in the office of the County Court Clerk, Marshall County, Kentucky.

Lot 123 was acquired by virtue of the deed from Mildred C. Dodd et al dated June 12, 1940, recorded in deed book 67, page 18, and the deed from Samuel W. Cox et ux, dated June 27, 1939, recorded in deed book 63, page 351, both instruments recorded in the office of the County Court Clerk, Marshall County, Kentucky.

Lot 124 was acquired by virtue of the deed from Arthur Evan Culp et ux, dated June 29, 1939, recorded in deed book 63, page 364, and the deed from Perry T. Karnas, et al, dated September 30, 1939, recorded in deed book 63, page 405, both instruments recorded in the office of the County Court Clerk, Marshall County, Kentucky.

The above land is sold subject to such intermittent flooding during any period from December 1 to June 1, 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 at any time any portion of any road serving the land described.

It is understood and agreed that the above land is conveyed subject to such rights as may be vested in third parties to rights of way for roads.

It is understood and agreed that the designation of the above described land as part of the Marshall Subdivision and the provision of road access to said land to not imply an undertaking on the part of the Grantor or Authority to maintain said Subdivision or road or roads, and neither the Grantor nor the Authority shall be liable for the maintenance of said road or roads or for any damages resulting from the construction or use thereof.

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.

ON AND OVER THOSE PORTIONS OF LOTS 122, 123 and 124 WHICH ARE LOCATED WITHIN A DISTANCE OF 250 FEET OF THE SHORELINE ("SHORELINE" AS USED HEREIN REFERS TO THE 359-FOOT CONTOUR ELEVATION) OF ANY STREAM OR RESERVOIR UNDER GRANTOR'S CONTROL: THE RIGHT TO ERECT AND MAINTAIN NAVIGATION AIDS AND DO SUCH CLEARING AS GRANTOR MAY DEEM NECESSARY TO ENSURE VISIBILITY.

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 REPRESENTATIVE 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.

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.

HE WILL NOT CONSTRUCT OR MAINTAIN ANY BUILDINGS OR OTHER STRUCTURES EXCEPT FENCES, OR EXCEPT WATER USE FACILITIES AT LOCATIONS AND UPON PLANS TO

BE APPROVED IN ADVANCE BY TVA, ON ANY PORTION OF THE ABOVE DESCRIBED LOTS WHICH IS LOCATED BELOW THE 381-FOOT CONTOUR ELEVATION.

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.

THE GRANTEE, FOR HIMSELF, HIS HEIRS, SUCCESSORS, AND ASSIGNS, FURTHER COVENANTS AND AGREES TO AND WITH ALL OTHER PURCHASERS OF LOTS IN THE MARSHALL SUBDIVISION 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:

FOR THE BENEFIT OF ALL PURCHASERS OF LOTS IN THE MARSHALL SUBDIVISION, WHICH EMBRACES THE LAND DESCRIBED ABOVE, AS SHOWN BY MAP OF RECORD IN DEED BOOK 83, page 533, IN THE COUNTY COURT CLERK'S OFFICE OF MARSHALL COUNTY, AND IN ORDER TO FOSTER THE DEVELOPMENT AND PROTECT THE VALUE OF ALL OF SAID LAND FOR PRIVATE RESIDENCE PURPOSES, THE GRANTEE (1) WILL USE THE LAND HEREIN CONVEYED, DESCRIBED AS LOT 52, TRACT XGIR-100:52, OF SAID SUBDIVISION, FOR PRIVATE RESIDENCE PURPOSES ONLY; (2) WILL USE JOINTLY WITH OTHER GRANTEES THE LAND DESCRIBED AS LOTS 122, 123 AND 124, TRACTS XGIR-100:122, -100:123, and -100:124, OF SAID SUBDIVISION IN WHICH JOINT AND UNDIVIDED INTERESTS ARE HEREIN CONVEYED ONLY FOR SUCH PURPOSES AS ARE COMPATIBLE WITH CABIN SITE SUBDIVISION DEVELOPMENT OR AS MAY BE NECESSARY FOR THE ENJOYMENT OF THE WATERS OF KENTUCKY RESERVOIR, INCLUDING, BUT NOT LIMITED TO, SUCH FACILITIES AS A CLUB HOUSE, A CARETAKER'S RESIDENCE, BOAT STORAGE AND MARINE FACILITIES, TOGETHER WITH SUCH NECESSARY AND APPURTENANT OUT BUILDINGS AS MAY BE REQUIRED; (3) WILL NOT CONSTRUCT OR MAINTAIN OR CAUSE OR SUFFER TO BE CONSTRUCTED OR MAINTAINED ON LOT 52, ANY BUILDING OTHER THAN A SINGLE DWELLING COSTING NOT LESS THAN \$1,000, WITH NECESSARY AND APPURTENANT OUTBUILDINGS; (4) WILL CONSTRUCT FOR USE WITH THE BUILDINGS EITHER SEPTIC TANKS OR OUTDOOR TOILETS IN ACCORDANCE WITH THE STANDARDS OF THE STATE AND COUNTY PUBLIC HEALTH OFFICIALS; (5) WILL NOT CONSTRUCT OR MAINTAIN OR CAUSE OR SUFFER TO BE CONSTRUCTED OR MAINTAINED ON LOT 52, OR PARTICIPATE IN THE CONSTRUCTION JOINTLY OF LOTS 122, 123, and 124 OF ANY BUILDING LOCATED NEARER THAN 25 FEET FROM ANY SIDE LINE OF SAID LOTS OR FROM THE CENTER LINE OF ANY ROAD AND NOT NEARER THAN 5 FEET FROM THE MARGIN OF THE RIGHT OF WAY OF SAID ROAD.

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 5 day of June, 1951.

Attest: seal
JOHN RANDOLPH PERRY
Assistant Secretary

UNITED STATES OF AMERICA
BY TENNESSEE VALLEY AUTHORITY, its
legal agent
By: Geo. M. Baker
Chief of Land Branch

STATE OF TENNESSEE
COUNTY OF HAMILTON

On the 10 day of August, 1951, 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 were 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.

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

STATE OF KENTUCKY
COUNTY OF MARSHALL

I, W. J. Brien, Jr., Clerk of the County Court of said County, do certify that the foregoing DEED was on the 30th day of August, 1963 lodged in my office for record.

Whereupon the same, the foregoing and this certificate have been duly recorded in my office in DEED BOOK NO. 112, page 153.

Given under my hand this the 4th day of September, 1963.

W. J. Brien, Jr., Clerk
By Satirica Ballou D.C.

AFFIDAVIT OF DESCENT

State of Kentucky
County of Marshall

Hollie Cole says that he is resident of the State of Kentucky, and that he is an heir at law of Lee R. Cole, who died intestate on or about the ___ day of ___ 19__ a resident of Marshall County in the State of Kentucky, and that at the time of death of said Lee R. Cole, he was married, and left surviving him the following persons as his heirs at law having an estate of inheritance in his land, to-wit:

Names	Age	Address	Relationship	Int. Inherited
Hollie Cole	legal	RFD 3, Benton, Ky.	son	All

In testimony whereof I hereunto subscribe my name this 31 day of August, 1963.

Hollie Cole

I, W. J. Brien, Jr., a Notary Public in and for the State and County above shown, hereby certify that the foregoing affidavit was subscribed and sworn to before me this 31 day of August, 1963.

HOLLIE COLE
AFF OF DESC