

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

hereinafter called the "Grantee,"

W I T N E S S E T H:

WHEREAS, Section 4(k) (a) of the above mentioned Act of Congress authorized the Authority, in the name of the United State of America, to convey any real property in its possession or under its control to any person for the purpose of recreation or use as summer residence; and

WHEREAS, no permanent dam, hydroelectric power plant, fertilizer plant, or munitions plan is located on the land hereinafter described; and

WHEREAS, the sale of the land hereinafter described has been duly approved by the President of the United States;

NOW, THEREFORE, in consideration of the sum of

Dollars (\$) paid,

receipt whereof is hereby acknowledged, the Grantor does hereby, subject to the conditions hereinafter set forth, grant, bargain, sell, transfer and convey unto the Grantee, for the purpose of private recreation or use as a summer residence only:

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The above described property was acquired by the United States of America by virtue of the following instruments of record in the office of the Probate Judge of Lauderdale County, Alabama: Deed from Irene Bedingfield et al dated December 13, 1934, recorded in Deed Book 250, Page 503; Deed from Paul H. Massey et ux dated March 4, 1935, recorded in Deed Book 256, Page 211, and Deed from Obediah Bedingfield et ux dated December 13, 1934, recorded in Deed Book 250, Page 502.

It is agreed and understood that the above described land is conveyed subject to such rights as may be vested in the county to a road right of way, and Lot 83 is conveyed subject to such rights as may be vested in third parties to a pipe line right of way.

That portion of the above described land which lies below the 563 foot contour elevation is sold 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 all of the land is sold subject to the right to temporarily and intermittently flood any portion of any road serving the land described which lies below the 563 foot contour elevation.

It is understood and agreed that the designation of the above described land as part of the Poplar Springs Branch 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 or for any damages resulting from the construction or use thereof.

This conveyance is made upon and subject to the express condition that the land herein described shall be used only for the purpose of constructing, maintaining, and using a private summer residence thereon or for other purposes of private recreation, and upon breach of said condition, the Grantor, or its successor, shall have the right to re-enter and take possession of said lands, and to hold, own, and possess the same in the same manner and to the same extent as if this conveyance had never been made; provided, however, that any failure on the part of the Grantor to re-enter and take possession of said land shall not be construed to be a waiver of this condition; provided, further, that the occupancy of a private residence for private residential purposes at times other than, or in addition to, the summer season shall not be deemed to be a breach of said condition; and provided, also, that the Grantor shall give notice in writing of a breach of the condition and of the Grantor's intention to re-enter or institute repossession proceedings by reason thereof to the mortgagee or trustee designated in any mortgage or trust deed of said land which has been approved in writing by the Tennessee Valley Authority and which is actually unpaid, and otherwise in force, and shall afford such mortgagee or trustee one hundred eighty (180) days in which to prevent, by foreclosure or otherwise, further use of said land in violation of the aforesaid condition, but the Grantor shall have the right to intervene in and become a party to any litigation involving any such breach; provided, further, that if said use of the land in violation of the condition is discontinued and abandoned, whether voluntarily or by foreclosure and dispossession of the person causing the violation, or otherwise, within said one hundred and eighty (180) day period, the Grantor covenants and agrees not to exercise its right

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of re-entry for such breach, without prejudice, however, to its right to re-enter, subject to the provisions contained in this paragraph, in the event of any subsequent breach of said condition. If such mortgagee or trustee has filed suit to foreclose or commenced advertisement of foreclosure under the powers in the mortgage or deed of trust within said one hundred and eight (180) day period, said period shall be extended for the time necessary to complete the litigation or sale and bring about the discontinuance or abandonment of the violation. Provided, further, that in any case where Grantor gives notice to such mortgagee or trustee of such breach and litigation results in a judgment or decree that no breach has occurred, Grantor and Tennessee Valley Authority shall indemnify such mortgagee or trustee for such reasonable costs as such mortgagee or trustee may have been required to incur as a result of such litigation.

For the benefit of all properties in the Poplar Springs Branch Subdivision, which embraces the land described above, as shown by a map of record in Plat Book 2, Page 176, in the office of the Probate Judge, Lauderdale County, Alabama, and in order to foster the development and protect the value of all of said land for private recreational purposes, the Grantee (1) will use the land herein conveyed, described as Lot of the said subdivision only for the purpose of constructing, maintaining and using a private summer residence thereon, or for other purposes of private recreation; (2) will use jointly with other Grantees the land described as Lot 83 of said subdivision in which joint and undivided interest is herein conveyed only for such purposes as are compatible with recreation subdivision development or as may be necessary for the enjoyment of the waters of Wheeler Reservoir, including but not limited to, such recreation facilities as a club house, a caretaker's residence, boat storage, and marine facilities, together with such necessary and appurtenant outbuildings as may be required; (3) will not construct or maintain or cause or suffer to be constructed or maintained on Lot any building other than a single dwelling costing not less than with necessary and appurtenant outbuildings; and (4) will not construct or maintain or cause or suffer to be constructed or maintained on Lot , or participate in the construction jointly on Lot 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.

None of the provisions of this conveyance shall be deemed to prohibit the transfer of easements and rights of way in, over, and across the land herein described for roads, streets, pipelines, railroads, electric distribution and transmission lines, telephone and telegraph lines and the like, to any public enterprise or government agency having the power to condemn private property for such purpose.

THE GRANTOR RESERVES a permanent easement and right of way for the following purposes, namely, the perpetual right to enter at any time and from time to time and to erect, maintain, repair, rebuild, operate, and patrol as many lines of poles or transmission line structures as the United States of America, its agents, or assigns may at any time and from time to time deem necessary or useful for electric power transmission purposes, with sufficient wires and cables for electric power circuits and telephone circuits, and all necessary appurtenances, in, on, over, and across said right of way together with the right to clear said right 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 right of way; all over, upon, across, and under the following described land, to-wit:

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A strip of land 40 feet wide, lying 20 feet on each side of the center line of an existing electric power distribution line owned and operated by the Florence Electricity Department, the said power line extending through the said lots as shown on the above designated plat.

THE GRANTOR RESERVES the right to deposit upon the land hereinabove described such larvicides, herbicides, and chemicals as may drift or blow onto said land from application of dusts, sprays, aerosols, or the like, over, and upon other land in the same general vicinity in the conduct of Grantor's public health operations, without liability on the part of the Grantor, its successors, agents, or assigns, for any personal injury or property damage which may result therefrom.

THE GRANTOR RESERVES the right for itself, its agents, successors and assigns, to disperse, spread, or deposit above or upon the land hereinabove described, without liability for any damage to persons or property which may result therefrom such matter of any type or description as may be issued, emitted or released into the atmosphere as a direct or indirect result of the construction, operation, or maintenance of any of Grantor's existing plants for the generation of power, any expansions thereof or additions thereto, or of any plants of any type which may be constructed, operated, or maintained in the future for the generation of power by Grantor, its agents, successors and assigns, including expansions thereof or additions thereto, or of any incidental features, equipment or devices connected with such present or future plants.

THE GRANTOR RESERVES on and over that portion of the above described land which is located below the 560 foot contour elevation 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 Tennessee 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 public health, 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.

THE GRANTORS RESERVES the right to maintain any existing boundary and traverse monuments and silt range stations upon the above described land.

THE GRANTEE, in accepting this conveyance, covenants for himself, his heirs, successors, and assigns, 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.

(1) 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

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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.

(2) He will not construct or maintain any buildings or other structures except water use facilities constructed in accordance with plans approved by the Authority, on any portion of the above described land which is located below the 560 foot contour elevation.

(3) 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 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 to do so, 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 29 day of July, 1960.

John S. Rather
Assistant Secretary (SEAL)

UNITED STATES OF AMERICA

BY TENNESSEE VALLEY AUTHORITY, its
legal agent