

TRACT NO. EXPR.266

THIS INDENTURE, made and entered into by and between the United States of America, (hereinafter sometimes referred to as 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 H.M. Bobo, W.M. Bobo and H.L. Bobo, hereinafter called the "Grantee."

W I T N E S S E T H

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 20th day of April, 1956 at eleven o'clock A.M., at the Courthouse, Florence, County of Lauderdale, State of Alabama, and the terms of said sale having been cried for a reasonable time said land was finally struck off and sold to the Grantees for the sum of NINE THOUSAND SIX HUNDRED AND NO/100-----Dollars (\$9,600.00), 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 Grantee:

TRACT NO. XPR-266

Land lying in Lauderdale County, State of Alabama, in Secs. 9, 10
(NEXT PAGE)

Page # 2, continued.

and 15, T3S, R13W, on the Northeast shores of Pickwick Landing Lake, opposite the mouth of the Malone Creek Embayment of the lake and being all that land which lies above the 423-foot contour elevation and is contiguous to and on the lakeward side of a line described as follows:

Beginning at a point in the 423-foot contour on the Northeast shore of Pickwick Landing Lake and in the North line of Sec. 9; thence with the North line of Sec. 9, S. 87° 44' E. 764 feet, passing a metal marker at 7 feet, to US-TVA Monument 78 (Coordinates: N. 1,752,358; E. 377,503) in the boundary between the lands of the United States of America and the J.T. Reeder Estate; thence with the United States of America's boundary line, leaving the section line, S. 32° 00' E. 1604 feet to US-TVA Monument 79 at the Southeast corner of the NE 1/4 NE 1/4 Sec. 9; thence S. 43° 55' E. 939 feet to US-TVA Monument 80 at the Southeast corner of the NW 1/4 SW 1/4 NW 1/4 Sec. 10; thence S. 20° 50' E. 3578 feet, passing US-TVA Monument 81 at 2064 feet, to US-TVA Monument 82 at the Southeast corner of the SW 1/4 SE 1/4 SW 1/4 Sec. 10, thence S. 32° 40' E. 2391 feet to US-TVA Monument 83 at the Southeast corner of the NW 1/4 SW 1/4 NE 1/4 Sec. 15; thence S. 43° 55' E. 2816 feet, passing US-TVA Monument 84 at 2042 feet, to US-TVA Monument 85 (Coordinates: N. 1,742,936; E. 383,521) at the Southeast corner of the NE 1/4 SE 1/4 Sec. 15; thence, leaving the United States of America's boundary line, S. 69° 07' W. 302 feet to a metal marker in the 423-foot contour on the Northeast shore of Pickwick Landing Lake.

The land as described above contains 99.0 acres, more or less.

The positions of corners and directions of lines are referred to the Alabama (West) Coordinate System. The contour elevation is based on MSL Datum as established by the USC & GS 1929 General Adjustment. The boundary markers designated "US-TVA Monument" are concrete monuments capped by bronze tablets imprinted with the given numbers and "T3S, R13W."

The above described property was acquired by the United States of America by virtue of the deed from Bessie Smith Reeder et al, dated August 29, 1936, by Deed Book 270, Page 199, in the Office of the Probate Judge, Lauderdale County, Alabama.

It is understood and agreed that the above described land is conveyed subject to such rights as may be vested in the public in rights of way in an abandoned county road.

That portion of the above described land which lies below the 429-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 429-foot contour elevation.

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

(NEXT PAGE)

Page # 3, continued.

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 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 refuse, sewage or other material which might tend to pollute the waters of said reservoir.

(2) 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 described lands, 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.

IN WITNESS WHEREOF, The Tennessee Valley Authority, acting herein as legal agent of the United States of America, and being duly authorized 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 20th day of April, 1956.

UNITED STATES OF AMERICA
BY TENNESSEE VALLEY AUTHORITY
its legal agent

By Geo. M. Baker,
Chief of Land Branch

Attest: John D. Rather,
Assistant Secretary

Acknowledged in Code Form for Corporation by Geo. M. Baker and John D. Rather as Chief of the Land Branch and Assistant Secretary, respectively of the Tennessee Valley Authority, a corporation and legal agent for the United States of America, before Lewis H. Conner, a Notary Public for Hamilton County, Tennessee. This May 9, 1956.

Filed, May 29, 1956

Recorded, Book 580, Pages 279-281