

with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purpose therein contained. And Mary Freels, wife of the said S. M. Freels, having appeared before me privately and apart from her husband the said Mary Freels acknowledged the execution of the said deed to have been done by her freely, voluntarily and understandingly, without compulsion or constraint from her said husband, and for the purpose therein expressed.

(Notary) Witness my hand and official seal, at office, this 25 day of Dec. A.D. Nineteen
(Seal) Hundred and Forty One.

John Harley, Notary Public.
My comm. expires April 19, 1945.

Register's Office

State of Tennessee, Loudon County.

Received for record the 5 day of Jan. A.D. 1942, at 2:22 o'clock P.M. Noted in Note Book D, page 137, and recorded in Book of Deeds No. 42, pages 508 and 509.

Witness my hand,

R. M. Brooks Register.

Affidavit from Louis Marshall to Carl Morgan & wife.

State of Tennessee
Loudon County

I, Louis Marshall, do hereby solemnly swear that I am the true and lawful owner or holder of four notes in the total sum of \$90.00 as shown in Deed from Louis Marshall to Carl Morgan and wife secured by a lien created by an instrument which is of record in Deed Book 37, page 222 of the Register's Office of said County, Tennessee; that I desire to make a marginal release of the lien securing said instrument in full; that the same has been paid in full to me as such lawful owner and holder; and that I am unable to produce the said original instrument and notes for the following reasons: that said notes have been paid in full and a part of said notes lost or destroyed and that, therefore, said instrument cannot be produced for cancellation and that the loss was unintentional.

Witness: Edna Largent

Sworn to and subscribed before me, this 6th day of December, 1942.
his mark
R. M. Brooks, Register

REGISTER'S OFFICE

State of Tennessee, Loudon County

Received for record the 6 day of January 1942 at 1:30 P.M. Noted in Note Book D page 138 and Recorded in Deed Book No. 42 page 509.

Witness my hand.

R. M. Brooks Register

Assessment from John Browder and wife, to United States of America.

Tract No. WBR 1727-F

THIS INDENTURE, made and entered into this 6 day of January, 1942 by and between JOHN BROWDER and wife, REECE E. Browder, (hereinafter called the "Grantors") and the UNITED STATES OF AMERICA (hereinafter called the "Grantee"),

WITNESSETH: That for and in consideration of the sum of Fourteen Thousand, One Hundred Forty-one and 10/100 Dollars (\$14,141.10), cash in hand paid, the receipt whereof is hereby acknowledged, the Grantors have this day bargained and sold, and do hereby grant, bargain, sell, transfer, and convey unto the Grantee and its assigns and easement in and over the land hereinafter described, for the following uses and purposes, namely: (1) The right to flood and/or cover the land hereinafter designated with the flood, slack, or backwater created by the erection and operation of the Watts Bar Dam across the Tennessee River. (2) The right to enter upon said land and do such clearance, drain, age, and other work on said land as, in the discretion of the Grantee, may be necessary to carry out an adequate program for malaria control, including the maintenance of necessary patrols and application of larvicides. (3) The right to remove and keep removed from said land all buildings and structures except fences and to restrict the use of said land to agricultural purposes.

The land affected by the above described easement rights is situated in the County of Loudon, State of Tennessee, and described as follows:

A portion of a tract of land lying in the Second Civil District of Loudon County, State of Tennessee, on the right bank of the Tennessee River, approximately 1 3/8 miles southwest of the downstream tip of Russell Island, the said portion being more particularly described as follows:

Beginning at a point in the low water line of the Tennessee River and in a fence line, a corner to the land of George Davis et ux, and the most southerly point of the portion herein described; thence with the low water line of the river as it meanders downstream approximately 7570 feet to a point, a corner to the land in dispute between John Browder and T. H. Wolfenbarger; thence with the line of the land claimed by T. H. Wolfenbarger N. 19° 00' W., 100 feet to a point in the south right of way line of the Southern Railway; thence with a severance line and with the said right of way line in an easterly direction 2850 feet to a point; thence N. 4° 00' W., 310 feet, crossing the north right of way line of the railroad at 130 feet to a point; thence N. 47° 00' W., 360 feet to a point; thence S. 79° 00' E., 755 feet to a point; thence N. 81° 00' E., 360 feet to a point; thence with a severance line S. 37° 00' W., 725 feet to a point in the Lenoir Catty Company's line; thence with the said company's line S. 85° 00' E., 300 feet to a point; thence along the Southern Railway at approximately 710 feet to a point; leaving the road N. 51° 00' E., 175 feet to a point; thence S. 9° 00' W., 250 feet to a point; thence S. 35° 00' W., 500 feet to a point; thence S. 19° 00' E., 600 feet to a point; thence S. 8° 00' E., 760 feet to a point; thence S. 85° 00' E., 250 feet to a point; thence S. 51° 00' W., approximately 280 feet to a point; thence S. 29° 00' E., approximately 810 feet to a point in a fence line and in George Davis et ux's line; thence with George Davis' line and the fence line S. 58° 00' W., 460 feet to the point of beginning, and containing 90.3 acres, more or less, subject to such rights as may be vested in the Southern Railway Company by a railroad right of way which affects approximately 1.7 acres. NOTE: The bearings given in the above description are based on the Tennessee State Coordinate System, Lambert Projection, as established by the U. S. Coast and Geodetic Survey. The central meridian for this coordinate system is located at Longitude 86° 00' W. Being part of the same property acquired by John Browder by deed from Phoenix Mutual Life Insurance Company dated August 7, 1931, recorded in Book 37, page 2, Loudon County Register's Office.

its assigns forever.

The Grantors, for themselves, their heirs, executors, administrators, successors and assigns, do hereby covenant to and with the Grantee that they are lawfully seized and possessed of the above described tract of land; that they have a good and lawful right to sell and convey the above described easement rights therein; that said land tract is free and clear of all encumbrances; and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

Wherever the context hereof requires, the plural number, as used herein, shall be read as singular, and the masculine gender as feminine or as neuter.

IN WITNESS WHEREOF, the Grantors herein have hereunto subscribed their names on this the day, month, and year first hereinabove written.

John Browder.

Reese R. Browder.

State of Tennessee }
County of Loudon } On this 6 day of January, 1942, before me personally appeared John Browder and Reese R. Browder, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

(Notary) Witness my hand, at office, this 6 day of January, 1942.

(Seal)

I certify that I have qualified as a Notary.

Public in Loudon County, Tennessee, under Chapter 193,

Public Acts of Tennessee, 1935.

My commission expires: 2-23-42.

Received for record the 6 day of Jan. A.D. 1942, at 3.15 o'clock P.M., and Noted in

Note Book D, page 138, and recorded in Deed Book 42, pages 509 and 510.

Witness my hand,

Alvin Pitcock Register.

Deed from Wilson Grigsby and wife, to Albert W. Wood.

FOR AND IN CONSIDERATION of the sum of Three Hundred and No/100 Dollars (\$300.00), cash in hand paid, the receipt of which is hereby acknowledged, we, WILSON GRIGSBY and wife, OPAL PARKER GRIGSBY, of Loudon County, Tennessee, have this day bargained and sold, and do by these presents, hereby sell, transfer and convey unto ALBERT W. WOOD, of Cartersville, Georgia, and his heirs and assigns, all the parcels are lying in, on or under the following described tracts or parcels of land, to-wit:

Lying and being in the Fifth Civil District of Loudon County, Tennessee, and more particularly described as follows:

TRACT NO. ONE:

Bounded on the north by the lands of Frank Earle; on the east by the lands of T. L. Montcoth; on the south by the lands of H. D. Alexander, and on the west by the lands of Ben Johnson, said tract containing 80 acres, more or less;

TRACT NO. TWO:

Beginning at the Ben Johnson corner, thence west with J. N. Richesin 104 rods to the T. L. Montcoth line; thence south with the T. L. Montcoth line 27 rods to Alvin Pitcock line; thence east with Alvin Pitcock's line 104 rods to Ben Johnson line; thence north with Ben Johnson's line 27 rods to the beginning corner, containing 90 acres more or less; The above two tracts being the same land conveyed to the Grantors herein by deed of T. N. Richesin and wife, Thelma Richesin, on the 24th day of September, 1941, and of record in the Register's office for Loudon County, Tennessee, in Deed Book 42, page 164.

The said Albert W. Wood, his heirs and assigns, are hereby granted full and exclusive right and privilege to goupon said property, or any part thereof, and to prospect for excavate, mine, and remove therefrom all of said ore, with all necessary rights of ingress and egress, roadways and right of ways over said land for said mining purposes. But this conveyance is made subject to the following provisions:

At the expiration of thirty (30) years from the date hereof, the rights and title hereof granted, conveyed and sold shall revert to the Grantors herein, their heirs or assigns, and this reversion shall be effective whether or not said ore has been mined.

The grantee herein, his heirs or assigns, shall be responsible to the Grantors, their heirs or assigns, for all damages which may be done to the buildings, fences, improvements, wells, cisterns and annual growing crops upon said premises as a result of any and all mining or testing operation. The grantee shall also refill all test holes, unless same should be mined within ten (10) days from the date said test holes dug.

The grantee herein shall not have the right to mine or excavate within seventy-five (75) feet of any of the present buildings on the land without first agreeing with the Grantors, their heirs or assigns, as the case may be, as to the damage to said building or buildings by virtue of said mining or excavating and making settlement therefor. If the parties cannot agree as to the amount of damage then the grantee may remove said building or buildings a reasonable distance at his own expense, and shall replace said building or buildings in as good condition as before being moved, and shall be responsible in damages for his failure to do so. If additional buildings shall be constructed upon said lands after the execution of this instrument the grantee shall have the right to test said land for ore on the proposed site of said building before same is erected.

This instrument does not convey to the grantee any washer nor mud dyke sites. We covenant that we are lawfully seized and possessed of said property, have a good right to sell and convey it, and that the same is free and incumbered. We further covenant and bind ourselves, our heirs and assigns to forever warrant and defend the title herein conveyed to the grantee, his heirs and assigns, against the lawful claims of all persons whomsoever. We further covenant that we will deliver said premises to the grantee for the purposes herein set out only upon his demand and guarantee him peaceful possession thereof.

IN WITNESS WHEREOF we have hereunto set our hands, on this the 6th day of January, 1942.

State of Tennessee }
Loudon County }

Personally appeared before me, Mary Powell, a Notary Public in and for said County and State, duly commissioned and qualified, Wilson Grigsby and wife, Opal Parker Grigsby, they executed the within instrument for the purposes therein contained and expressed.

WITNESS my hand and official seal of office, at office in Loudon County, Tennessee, on this the 6th day of January, 1942.

(Notary)

(Seal) My Commission Expires April 6, 1942

Mary A. Powell, Notary Public

Wilson Grigsby
Opal Grigsby

McCollum and W. T. Peterson thence with Claibough N 16.30 W 850 feet corner to Claibough on Peterson line thence with Claibough N 74E 276 feet to the beginning- Containing 7 55/100 Acres and being a part of the Ralph Blankenship Property-Making a total of 19 55/100 acres more or less herein conveyed in this Deed. See Record C. E. Moore to Monroe Young deed dated May 26, 1939 for 12 acres Deed Book No. 40 Page 415 and deed dated May 26, 1939 C. E. Moore to Monroe Young for 7 55/100 acres.

Deed Book No. 49 Page 3- Registers Office Loudon County, Tennessee with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to Homestead and Dower therein. TO HAVE AND TO HOLD the said premises to the said party of the second part, his heirs and assigns forever.

And the said parties of the first part for themselves and for their Heirs, Executors and Administrators do hereby covenant with the said party of the second part his heirs and assigns that they are lawfully seized in fee simple of the premises above conveyed and they have full power, authority and right to convey the same, that said premises are free from all incumbrances and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of
Witnesses, Lillie Snoderly
Katherine Haynes

MONROE YOUNG (L.S.)

Nannie Young (L.S.)

State of Tenn.)
Loudon County) SS.

Personally appeared before me W. H. Jones a Notary Public in and for said County the within named beralmore Monroe Young and wife Nannie Young with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained, and Nannie Young wife of the said Monroe Young having appeared before me privately and apart from her husband, said Nannie Young acknowledged the execution of the said deed to have been done by her freely, voluntarily and understandingly, without compulsion or constraint from her said husband, and for the purposes therein expressed.

Witness my hand and official seal at office, this 31st day of January A.D. Nineteen Hundred and 42.

(Notary)

(Seal) My Commission Expires April 10th, 1945 W. H. Jones, Notary Public

REGISTER'S OFFICE

State of Tennessee,
County of Loudon) ss.

Received for record the 9 day of Feb. A.D. 1942 at 9:56 o'clock A.M. Noted in Note Book D Page 142 and Recorded in Book of Deeds No. 42 Pages 55 & 56.
Witness my hand.

Register

Declaration of Taking John Browder et als, v. United States of America.

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE EASTERN DISTRICT OF TENNESSEE
NORTHERN DIVISION

UNITED STATES OF AMERICA
upon the relation and for the use of the
TENNESSEE VALLEY AUTHORITY
Petitioner

v.

JOHN BROWDER
REBECCA R. BROWDER, his wife
T. H. WOLFENBARGER
SARAH WOLFENBARGER, his wife
TON W. Mayberry, Trustee
PHOENIX MUTUAL LIFE INSURANCE COMPANY,
a corporation
Respondents

NO. 367

DECLARATION OF TAKING

Tennessee Valley Authority, the authority empowered by law to acquire in the name of the United States of America the property described in the petition of similar title filed in this Court, hereby files this declaration of taking pursuant to the provisions of an act of Congress approved February 26, 1931, 46 Stat. 1421, c. 307, 40 U.S.C.A. 236a (Supp. 1940), and declares that said property is hereby taken for the use of the United States of America acting by and through its corporate creature and agent, the Tennessee Valley Authority, and further declares that:

1. The property taken is described as follows:
1. An easement and right to overflow, flood, and cover such portions of the hereinafter described land as may be affected by the flood, slack, or backwater created by the erection of the Watts Bar Dam;
2. An easement and right to enter upon the described land and do such work as, in the discretion of the Authority, may be necessary in the furtherance of malaria control;
3. The right to remove and keep removed from said land all buildings and structures except fences and to restrict the use of said land to agricultural purposes;

Tract WBR -220-F
A portion of a tract of land lying in the Second Civil District of Loudon County, State of Tennessee, on the right bank of the Tennessee River, approximately 2-1/4 miles northeast of the Southern Railway Bridge across the river at Loudon, the said portion being more particularly described as follows:

Beginning at a point in the low water line of the Tennessee River, a corner to the land of Roy Letsinger et ux, and the most southwesterly point of the portion herein described; thence with Roy Letsinger's line N. 21° 00' W. 100 feet to a point in the south right of way line of the Southern Railway; thence, leaving Roy Letsinger et ux's line, with the said right of way in an easterly direction approximately 1000 feet to a point in John Browder's line; thence with John Browder's line, leaving the railroad right of way line, S. 19° 00' E., 100 feet to a point in the low water line of the Tennessee River; thence with the low waterline of the river as it meanders downstream approximately 1000

feet to the point of beginning, and containing 2.5 acres, more or less, subject to such rights as may be vested in the county or state to rights of way for public roads.

NOTE: The bearings given in the above description are based on the Tennessee State Coordinate System, Lambert Projection, as established by the U. S. Coast and Geodetic Survey. The central meridian for this coordinate system is located at Longitude 86° 00' W.

2. The estate or interest taken in the said property for the said public use is the easement and rights as hereinabove shown, free of all liens, claims and encumbrances, except as hereinabove shown.

3. One Hundred Forty Six Dollars and Twenty-five Cents (\$146.25) is the amount estimated by the Tennessee Valley Authority to be just compensation for the property taken. This amount is herewith tendered into Court for the use of the persons entitled thereto.

4. Tract plat showing the property as taken is hereto attached.

5. The authority under which the property is taken is the Tennessee Valley Authority Act of 1933, 48 Stat. 58 as amended, 16 U. S. C. A. 831 (Supp. 1940); the public use for which the property is taken is for the purpose of carrying out the provisions of the Tennessee Valley Authority Act.

6. The Board of Directors of the Tennessee Valley Authority is of the opinion that the ultimate award probably will be within any limits prescribed by Congress on the price to be paid.

TRACT WER -220-F
JOHN BROWDER ET AL
WCB:HH:CK:ML
1-8-42

THE UNITED STATES OF AMERICA)
EASTERN DISTRICT OF TENNESSEE }

NORTHERN DIVISION)as:

I, Lee A. Beeler, Clerk of the District Court of the United States, within and for the District aforesaid, do hereby certify that the foregoing printing and typewriting is a true, full, correct, and complete copy of the original declaration of taking (except land map not attached) filed this 27th day of January, 1942, and remaining of record in my office in the matter of United States of America ex rel Tennessee Valley Authority v. John Browder, et al, Civil Case No. 367.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of the said District Court at Knoxville, Tennessee, this 27th day of January, A.D. 1942.

(SEAL)

Lee A. Beeler, Clerk.
By Judge Booker, Deputy Clerk.

REGISTER'S OFFICE

State of Tennessee, Loudon County

Received for record the 9 day of Feb. 1942 at 2:52 P.M. Noted in Note Book D page 142 Recorded in Deed Book No. 43 pages 56 & 57.
Witness my hand.

Declaration of Taking Hugh Matthews et als, v. United States of America.

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE EASTERN DISTRICT OF TENNESSEE
FOR THE NORTHERN DIVISION

UNITED STATES OF AMERICA
upon the relation and
for the use of the
TENNESSEE VALLEY AUTHORITY
Petitioner

v.

HUGH MATTHEWS
MARY MATTHEWS, his wife
UNKNOWN HEIRS, DEVISEES, EXECUTORS,
ADMINISTRATORS, CREDITORS AND
SUCCESSORS IN TITLE OF James A.
Matthews, deceased.

No. 364

Respondents

DECLARATION OF TAKING

Tennessee Valley Authority, the authority empowered by law to acquire in the name of the United States of America the property described in the petition of similar title filed in this Court, hereby files this declaration of taking pursuant to the provisions of an act of Congress approved February 26, 1931, 46 Stat. 1421, c. 307, 40 U. S. C. A. 258a (Supp. 1940), and declares that said property is hereby taken for the use of the United States of America acting by and through its corporate creature and agent, the Tennessee Valley Authority, and further declares that:

1. The estates and interests taken in said property for the said public use are the easements and rights hereinafter described, free of all liens, claims, and encumbrances, except as hereinafter shown.
2. The property taken is described as follows:
 1. An easement and right to overflow, flood, and cover such portions of the hereinafter described land as may be affected by the flood, slack, or backwater created by the erection of the Watts Bar Dam.
 2. An easement and right to enter upon the described land and do such work as, in the description of the Authority, may be necessary in the furtherance of malaria control.
 3. The right to remove and keep removed from said land all buildings and structures except fences and the 1 story brick shed presently located thereon and to restrict the

Wm. Beeler Register

Register's Office
State of Tennessee, Loudon County.
Received for record the 15 day of June, 1942, at 8.22 A.M. Noted in Note Book D, page 158, and recorded in Deed Book No. 43, pages 369 and 370. *Ann B. B. B.* Register.
Witness my hand,

Court Decree United States of America vs. John Browder, et al.,

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE EASTERN DISTRICT OF TENNESSEE
NORTHERN DIVISION

UNITED STATES OF AMERICA
upon the relation and
for the use of the
TENNESSEE VALLEY AUTHORITY
Petitioner

v.
JOHN BROWDER
REECE R. BROWDER, his wife
T. H. Wolfenbarger
Sarah Wolfenbarger, his wife
TOM W. MAYBERRY, TRUSTEE
PHOENIX MUTUAL LIFE INSURANCE
COMPANY, a corporation
Respondents

No. 357

FINAL DECREE

This cause came on to be finally heard upon the petition for condemnation, declaration of taking, compromise settlement entered into between the parties to this cause, and the entire record in this cause, from all of which it appears to the Court that:

1. The Tennessee Valley Authority is a corporation created by and duly incorporated pursuant to an act of Congress approved May 18, 1933 and is authorized to exercise in the name of the United States of America the right of eminent domain and to condemn all real estate deemed necessary by it for carrying out the purposes of the Tennessee Valley Authority Act.

2. All of the respondents to this cause are ad juris and are properly before the Court.

3. The property described in the petition and hereinafter fully described in this decree will be necessary for carrying out the purposes of the Tennessee Valley Authority Act.

4. At the time of the filing of the declaration of taking the property herein condemned was owned as follows:

John Browder claimed to own the fee simple title under a deed from Phoenix Mutual Life Insurance Company dated August 7, 1931, and recorded in Deed Book 37, page 2, in the Register's Office of Loudon County, Tennessee.

T. H. Wolfenbarger claimed the fee simple title under a deed from J. R. Browder et ux, dated September 10, 1929 and recorded in Deed Book 36, page 186, in the Register's Office of Loudon County, Tennessee.

The Phoenix Mutual Life Insurance Company was the beneficiary under a deed of trust in which Tom W. Mayberry was named trustee, said deed of trust being recorded in Deed Book 29, page 197, in the Register's Office of Loudon County, Tennessee.

Reece R. Browder, wife of John Browder, and Sarah Wolfenbarger, wife of T. H. Wolfenbarger, were made parties to this cause by reason of their marital relationship.

State and County taxes for the year 1941 and 1942 were unpaid and constituted a lien on said property; the 1941 taxes have since been paid by the respondents and no longer constitute a lien and the respondent John Browder has agreed to remain liable for and to pay the 1942 State and County taxes when they become due.

5. The petitioner deposited in this cause upon filing the declaration of taking the sum of One Hundred Forty-six Dollars and twenty five cents (\$146.25) as its estimate of the value of the property herein condemned. The respondents and petitioner have since agreed that the amount deposited by the petitioner is the true value of and constitutes just compensation for said property.

The respondents have agreed among themselves that T. H. Wolfenbarger is to receive One Hundred Dollars (\$100) of the deposit herein, and the remainder, in the sum of Forty-six Dollars and Twenty-five cents (\$46.25) may be paid to John Browder as full and final payment for the property herein condemned.

The petitioner and the respondents have waived a hearing before the commissioners or any other tribunal for the purpose of ascertaining just compensation for the property herein condemned.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that:

1. The compromise settlement entered into by and between the parties to this cause is hereby fully and finally confirmed and the sum of One Hundred Forty Six Dollars and Twenty-five cents (\$146.25) is hereby decreed to be just compensation for the property herein condemned.

2. The divestiture of title, as evidenced by the declaration of taking heretofore filed herein, be and the same is hereby fully and finally confirmed and all the right, title, claim and interest of every kind, nature, and character in and to the following described property to-wit:

1. An easement and right to overflow, flood, and cover such portions of the herein-after described land as may be affected by the flood, slack, or backwater, created by the erection of the Watts Bar Dam;

2. An easement and right to enter upon the described land and do such work as, in the discretion of the Authority, may be necessary in the furtherance of malaria control;

3. The right to remove and keep removed from said land all buildings and structures except fences and to restrict the use of said land to agricultural purposes.

Tract WER-220-F

A portion of a tract of land lying in the Second Civil District of Loudon County, State of Tennessee, on the right bank of the Tennessee River, approximately 2-1/4 miles northeast of the Southern Railway Bridge across the river at Loudon, the said portion being more particularly described as follows:

Beginning at a point in the low water line of the Tennessee River, a corner to the lands of Roy Letsinger et ux, and the most southeasterly point of the portion herein described; thence with Roy Letsinger's line N. 21° 00' W. 100 feet to a point in the south

right of way line of the Southern Railway; thence, leaving Roy Letzinger at ux's line, with the said right of way in an easterly direction approximately 1000 feet to a point in John Browder's line; thence with John Browder's line, leaving the railroad right of way line, S. 19° 00' E., 100 feet to a point in the low water line of the Tennessee River; thence with the low water line of the river as it meanders downstream approximately 1000 feet to the point of beginning, and containing 2.5 acres, more or less, subject to such rights as may be vested in the County or state to rights of way for public roads.

NOTE: The bearings given in the above description are based on the Tennessee State Coordinate System, Lambert Projection, as established by the U. S. Coast and Geodetic Survey. The central meridian for this coordinate system is located at Longitude 86° 00' W. and every part thereof be and the same is hereby divested out of each and every respondent in this cause and is vested in the United States of America, free of all liens, claims, and encumbrances, except as hereinabove shown.

3. The Clerk of the Court is directed to issue checks against the fund deposited herein to:

T. H. Wolfenbarger in the sum of \$100.00
John Browder in the sum of\$46.25
Total\$146.25

as full and final payment for the property herein condemned.

4. The Clerk of the Court will furnish to the petitioners condemnor a certified copy of this decree which will serve as a muniment of title.

Approved for entry

Geo. C. Taylor

Judge, United States District Court.

Approved by:
UNITED STATES OF AMERICA

upon the relation and

for the use of the

TENNESSEE VALLEY AUTHORITY

(s)

William C. Fitts, Jr.

General Counsel for Petitioner

(s)

John Browder

(s)

Kaece R. Browder, his wife

(s)

T. H. Wolfenbarger

(s)

Sarah Wolfenbarger, his wife

(s)

Tom W. Mayberry, Trustee

(s)

PHOENIX MUTUAL LIFE INSURANCE COMPANY

(s) By

UNITED STATES OF AMERICA

EASTERN DISTRICT OF TENNESSEE SS:

Northern Division

I, Lee A. Beeler, Clerk of the District Court of the United States, within and for the District aforesaid, do hereby certify that the foregoing printing and typewriting is a true, full, correct, and complete copy of the original final decree entered in Civil Order Book 3, page 370, on the 3rd day of June, 1942 on file and remaining of record in my office in the matter of United States of America et al. rel. Tennessee Valley Authority v. John Browder et al et al., No. 367 Civil. (Seal)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of the said District Court, at Knoxville, Tennessee, this 8th day of June A.D. 1942.

Lee A. Beeler, Clerk

By: Naomi Matthews, Deputy Clerk.

Register's Office

State of Tennessee, Loudon County,

Received for record the 15 day of June, 1942, at 11:15 A.M. Noted in Note Book D, page 158, and recorded in Deed Book No. 43, pages 370 and 371.

Witness my hand,

Register.

Court Decree United States of America vs. Mrs. Ellen Worley et als.,

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE EASTERN DISTRICT OF TENNESSEE
NORTHERN DIVISION

UNITED STATES OF AMERICA
upon the relation and
for the use of the

TENNESSEE VALLEY AUTHORITY

Petitioner

v.

MRS. ELLEN ODDY WORLEY

MAY WORLEY GUIDER

ELLEN WORLEY BROWN

WILLIE JAMES WORLEY

H. A. Bogle

Mrs. C.M.B. Carmichael

Respondents

No. 351

FINAL DECREE

This cause came on to be finally heard upon the petition for condemnation, declaration of taking, stipulation between the parties as to the valuation of the property herein condemned, and from the entire record on this cause it appears to the Court that:

1.

The Tennessee Valley Authority is a corporation created by and duly incorporated pursuant to an act of Congress approved May 18, 1933, and is authorized to exercise in the name of the United States of America the right of eminent domain and to condemn all real estate deemed necessary by it for carrying out the purposes of the Tennessee Valley Authority Act.

11.

All of the respondents to this cause are sui juris and are properly before the Court.

Easement from John Browder to Southern Bell Telephone & Telegraph Co.,

\$125.00 Received of the SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, (INCORPORATED) One Hundred Twenty Five /100 Dollars in consideration of which I hereby grant unto said Company, its associated and allied companies, their respective successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telephone and Telegraph, and for the general transmission of intelligence, across, over and/or under the property which I own or in which I have any interest in the County of Loudon and State of Tennessee, and upon, along and/or under the roads, streets, or highways adjoining the said property, and the right to permit the attachment of and/or carry in conduit wires and cables of any other company or person, and with the further right to trim and cut down and to keep trimmed and cut down all trees and undergrowth within 50 feet of said line, and in addition thereto, the grantee shall have the right to cut down, from time to time, all dead, weak, leaning or dangerous trees that are tall enough to reach the wires in falling; said sum being received in full payment for the rights herein granted.

Cut one hundred and ninety nine trees.

Witness my hand and seal this 11 day of Sept, 1942, at Lenoir City, Tenn.,

Witness: M. V. Walker
H. H. Biddle

(Post: Office Address)
John Browder.
(L.S.)

State of Tennessee }
County of Loudon } Personally appears before me, the undersigned, a Notary Public in and for said County John Browder the within named bargainer with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

{ Notary } Witness my hand and notarial seal on this the 11 day of September, 1942.
{ Seal } E. H. Biddle, Notary Public.

My commission expires 4th day of March, 1944.

State of Tennessee, Loudon County,
Register's Office

Received for record the 14 day of Sept, 1942, at 2.10 P.M. Noted in Note Book D, page 166, and recorded in Deed Book No. 44, page 1.

Witness my hand,

E. H. Biddle Register.

Easement from C. R. Cook to Southern Bell Telephone & Telegraph Co.,

\$12.00 Received of the SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY (INCORPORATED) Twelve /100 Dollars in consideration of which I hereby grant unto said Company, its associated and allied companies, their respective successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telephone and Telegraph, and for the general transmission of intelligence, consisting of such poles, wires, cables, conduits, guys, anchors and other fixtures and appurtenances as the grantee may from time to time require, upon, across, over and/or under the property which I own or in which I have any interest in the County of Loudon and State of Tennessee, and upon, along and/or under the roads, streets, or highways adjoining the said property, and the right to permit the attachment of and/or carry in conduit wires and cables of any other company or person, and with the further right to trim and cut down and to keep trimmed and cut down all trees and undergrowth within 50 feet of said line, and in addition thereto, the grantee shall have the right to cut down, from time to time, all dead, weak, leaning or dangerous trees that are tall enough to reach the wires in falling; said sum being received in full payment for the rights herein granted.

Cut 12 Walnut trees.

Witness my hand and seal this 11 day of September, 1942, at Lenoir City, Tenn.,

Witness: M. V. Walker
H. H. Biddle

C. R. Cook. (L.S.)

State of Tennessee }
County of Loudon } Personally appeared before me, the undersigned, a Notary Public in and for said County C. R. Cook the within named bargainer with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

{ Notary } Witness my hand and notarial seal on this the 11 day of September, 1942.
{ Seal } E. H. Biddle, Notary Public.

My commission expires 4th day of March, 1944.

State of Tennessee, Loudon County,
Register's Office

Received for record the 14 day of Sept. 1942, at 2.11 P.M. Noted in Note Book D, page 166, and recorded in Deed Book No. 44, page 1.

Witness my hand,

E. H. Biddle Register.

Deed from John D. Davenport to Howard Handles.

THIS INSTRUMENT, Made on this the 13 day of May, 1941, between John D. Davenport of Knox County, Tennessee and of the first part, and Howard Handles of Loudon County, Tennessee, of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Hundred and Thirty two (\$132.00) Dollars to each cash in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, has granted, bargained sold, and conveyed, and to hereby grant, bargain, sell and convey unto the said party of the second part all of his interest of every nature in and to the estate of Lee Handles, deceased. It is understood that he convey to the said party of the second part all of his right, title and interest in and to the entire estate of every nature whatsoever, which is to include the real, personal and mixed property and property and wing described premises, to-wit:

Situated in District No. 2 of Loudon County, Tennessee, and more particularly bounded and described as follows:
TRACT NO. 1. Beginning on a sour-wood, described as a corner between Cunningham and Keener, running south 1/2 deg. S. 570 feet to a stake near a black oak; thence North 53 deg. 5 min. W. 320 feet to a stone; thence North 16 deg. W. 412 feet to a hickory; thence 583 deg. W. 148 feet to the beginning, containing two and four-tenths (2-4/10) acres, more or less.

U. S. REVENUE STAMPS
for \$... and ... Cts.
Attached to this instrument

QUIT CLAIM DEED FROM DON P. SMITH AND WIFE TO ELIZABETH TALIAFERRO SHARP

THIS QUIT CLAIM DEED, Made and entered into on this July 13, 1954, by and between Don P. Smith and wife, Willie H. Smith of Loudon, Tennessee, as parties of the First Part and Elizabeth Taliaferro Sharp of Loudon County, Tennessee, as party of the Second Part.

WITNESSETH

For and in consideration of Ten Dollars (\$10.00) and other lawful matters not herein recited, receipts of all of which are hereby acknowledged, First Parties hereby sell, transfer, assign, set-over and quit claim unto Second Party all their right, title, claim, interest and demand in and to the following described premises, to-wit: of Loudon, and more particularly described as follows:

Being that parcel of real estate located at the Southeast corner of Grove Street and Gay Street, said property being bounded on the West by Grove Street; bounded on the North by Gay Street; bounded on the East by the property of Arch Miller Estate; and bounded on the South by the property of E. E. Watkins, et al.

The purpose of this instrument is to convey to Second Party all rights acquired by Don P. Smith in and to the above described tract of land under deed from Southern Railway Company, as said deed appears of record in the office of Register of Deeds for Loudon County, Tennessee, in Deed Book 57, page 307.

TO HAVE AND TO HOLD the above described premises unto Party of the Second Part, her heirs and assigns forever.

IN WITNESS WHEREOF, First Parties have executed this instrument on the day and date first above written.

Don P. Smith
Willie H. Smith

STATE OF TENNESSEE
COUNTY OF LOUDON

Personally appeared before me, Arthur M. Fowler, a Notary Public in and for said County and State, the within named bargainors Don P. Smith and Willie H. Smith, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 13 day of July, 1954.

(NOTARY SEAL)
(LOUDONCO) } My Commission expires: 1-23-1956.
ARTHUR M. FOWLER, Notary Public

REGISTER'S OFFICE

State of Tennessee, Loudon County
Received for record the 16 day of July, 1954, at 11:00 o'clock A. M. Noted
in Note Book F, Page 125, and recorded in Deed Book No. 57, Page 339.
Witness: my hand.

CLEARANCE PERMIT FROM SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY TO JOHN BROWDER

\$50.00 Received of the SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, (Incorporated) Fifty & CO/100 Dollars, in consideration of which I hereby grant unto said Company its associated and allied companies, their respective successors and assigns, the right to trim and cut trees and undergrowth so as to clear and keep cleared at least 50 feet, the wires of said Company's line on or adjacent to my property in the City of Loudon, State of Tennessee and the further right to set and maintain on my property anchors, and attach thereto the necessary guy wires, said sum being received in full payment thereof.

No fruit or pecans trees are to be cut. Cut 1 Locust at pole 493, Top 3 Locust.
Witness my hand and seal this 14 day of July, 1954, at Lenoir City, Tenn. Box 66.

WITNESS: I, R. SMITH
STATE OF TENNESSEE
COUNTY OF LOUDON

John Browder
Land Owner

Personally appeared before me, the undersigned, a Notary Public in and for said County, John Browder, the within named bargainor with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and notarial seal on this the 14 day of July, 1954.

I am qualified to serve in Loudon County under Sec. 5, Chph. 254, P. A. 1949.
(NOTARY SEAL)
(STATE AT LARGE) My Commission expires 22 day of July, 1957.
I. R. Smith, Notary Public

REGISTER'S OFFICE

State of Tennessee, Loudon County
Received for record the 16 day of July, 1954, at 1:30 o'clock P. M. Noted in
Note Book F, Page 125, and recorded in Deed Book No. 57, Page 339.
Witness my hand.

RELEASE FROM LENOIR CITY COMPANY TO HARRY D. GOODWIN AND WIFE

WHEREAS, by deed dated October 29, 1910, the Lenoir City Company, granted, bargained, sold, and conveyed to G. W. Jackson the western one-half of Lot 7 in Block Eleven, Section Two, which deed is of record in the Register's Office for Loudon County, Tennessee, in Deed Book 18, pages 89 and 100, and

WHEREAS, by deed dated November 1, 1900, the Lenoir City Company, granted, bargained, sold, and conveyed to G. W. Jackson the Eastern one-half of Lot 7, and all of Lots 8, 9, & 10, in Block 11, Section 2, which deed is recorded in Deed Book 12, pages 456 - 460, and Register's Office of Loudon County, Tennessee, to which specific reference is made, and

WHEREAS, in said deeds of conveyance hereinabove mentioned from the Lenoir City Company to the said G. W. Jackson, the following recitals and reversionary clauses were asserted, to-wit:

PROVIDED, However, that upon this express condition, that the said party of the second part, his heirs or assigns, shall not at any time use the premises herein conveyed, or any part thereof, or knowingly allow the same to be used, for the purpose of manufacturing intoxicating liquors, or storing or selling the same as a beverage, and that in case said premises are so used, this deed shall be forfeited and become null and void, and said premises shall revert to and become and be the absolute property of the said Lenoir City Company, its successors and assigns; provided further, however, that if at any time while said Lenoir City may be chartered as a municipal corporation, a majority of those persons owning real estate within such corporation in their own right, shall, in a public session, signify their desire to abolish the aforesaid restrictions against the manufacture,

Tract 5
Legal Description

SITUATED, LYING and BEING in the Second (2nd) Civil District of Loudon County, Tennessee and being more particularly bounded and described as follows:

BEGINNING at an iron pin situated in the southwestern right-of-way line of Highland Avenue, said iron pin being located 1.113 feet, more or less, in a westerly direction from the point of intersection of the southern right-of-way line of Highland Avenue, if extended, with the centerline of Riverview Road, said iron pin also being corner to property now or formerly belonging to Justin A. Lowery and Misty H. Lowery (Reference: Deed Book 252, page 802); thence leaving said point and place of BEGINNING and running with the line of Lowery, South 50 deg. 33 min. West 346.32 feet to an iron pin found, being corner to property now or formerly belonging to Nancy Browder Johnson (Reference: Deed Book 253, page 407 and Plat Cabinet E, Slide 43); thence running with the line of Nancy Browder Johnson, North 42 deg. 27 min. West 144.37 feet to an iron pin found lying in the line of property now or formerly belonging to EX-A-T, Inc. (Reference: Deed Book 271, page 829); thence run with the line of EX-A-T, Inc., North 57 deg. 41 min. East 351.79 feet to an iron pin found, lying in a fence line in the line of property now or formerly belonging to Cecil A. Hatcher and Bonnie Lee Hatcher (Reference: Deed Book 47, page 458); thence running with the line of Hatcher and a fence line, South 54 deg. 36 min. East 73.60 feet to a pipe situated in the southwestern right-of-way line of Highland Avenue; thence running with the southwestern right-of-way line of Highland Avenue, South 13 deg. 24 min. East 32.84 feet to an iron pin marking the POINT OF BEGINNING, and containing 0.922 acre, according to the survey of David M. Poe, Tennessee Registered Land Surveyor No. 1647, dated December 13, 2002, bearing Drawing No. 23196-M-JM. The address of the surveyor is Batson, Hines, Norvell & Poe, 4334 Papermill Drive, Knoxville, Tennessee 37909.

BEING the same property described in prior deeds of record as follows:

BEGINNING at a point in the right-of-way of Huntsville Circle (Highland Park Road) approximately 1000 feet from the intersection with Riverview Road; thence with same South 28 deg. 52 min. East 33 feet to a point; thence leaving the right-of-way South 35 deg. 00 min. West 346.4 feet to a point; thence North 57 deg. 28 min. West 147.4 feet to a point; thence North 42 deg. 37 min. East 351.1 feet to a point; thence 57 deg. 10 min. East 73.6 feet to the point of BEGINNING. Containing one (1) acre more or less.

BEING the same property conveyed to Edward J. Browder and wife, Olivia S. Browder, by Deed of record in Deed Book 220, page 212, and as corrected in Deed Book 236, page 514, both in the Loudon County Register of Deeds Office. Olivia S. Browder conveyed all of her interest in the subject property to Edward J. Browder by Quitclaim Deed dated March 10, 1998, and of record in Deed Book 238, page 389, in the Loudon County Register of Deeds Office.

THIS INSTRUMENT PREPARED BY:
Long, Ragsdale & Waters, P.C.
1111 Northshore Drive, N.W.
Suite S-700
Knoxville, Tennessee 37919

References!
1) TNK 18 Met.: 029-049.100,
048.03, 048.04
2) Deeds: W637pg.2 and
W6 216, PG. 713

DECLARATION OF EASEMENTS AND COVENANTS AFFECTING LAND

THIS DECLARATION is made as of the 27TH day of November, 2002, between John R. Browder and wife, Betty L. Browder, of Knox County, Tennessee, Jerry F. Browder and wife, LaVaun M. Browder, of Loudon County, Tennessee, and Marjorie Browder Millsaps, unmarried, of Horry Co., South Carolina (who are collectively referred to herein as the "Browders"), and EX-AT, Inc., a Tennessee corporation ("Purchaser").

Preliminary Statement

The Browders own certain real property located in Loudon County, Tennessee, described in Exhibit "A" annexed hereto (which shall be hereinafter called the "Browder Property"). Purchaser recently has purchased certain real property located adjacent to the Browder Property, more particularly described in Exhibit "B" (the "Purchaser's Property"). The parties desire to establish certain easements and covenants affecting their properties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I EASEMENTS

Section 1.01. Grants.

(a) The Browders hereby declare and grant an easement over the Panhandle Reserved Parcel and the Private Railroad Crossing and Access Strip described on Exhibit "A" hereto to Purchaser and Purchaser's successors and assigns, which shall be non-exclusive and appurtenant to Purchaser's Property, for vehicular and pedestrian ingress and egress between all parts of Purchaser's Property and the public rights-of-way, including Huntsville Hollow Road, and between that part of Purchaser's Property identified as the "Huntsville Hollow Road Property" on Exhibit "B" hereto and the balance of Purchaser's Property, and for the construction and maintenance of utility lines and related facilities to serve Purchaser's Property, including but not limited to electricity, gas, water, sanitary and storm sewer, and cable television, and the right to connect to any existing utility lines. The expense of maintenance and repair of the road and right-of-way over said easement area shall be borne by the present and future owners of the fee simple interest in the land identified on Exhibit "A" hereto as the "Panhandle Reserved Parcel." The foregoing easement shall include the right of Purchaser to improve the burdened area with a road constructed of such materials, and to such standards, as Purchaser shall desire, and to maintain, repair, and replace the same.

(b) The Browders hereby declare and grant an easement over that certain driveway and fifteen-foot-wide road described on Exhibit "A" hereto as the "Farm Road," and over that strip of land

identified as the "Private Railroad Crossing" on Exhibit "A" hereto, to Purchaser and Purchaser's successors and assigns, which shall be non-exclusive and appurtenant to Purchaser's Property, for vehicular and pedestrian ingress and egress between U.S. Highway 11 and all parts of Purchaser's Property. This easement shall terminate when Purchaser shall have constructed a road across that portion of Purchaser's Property identified as the "Huntsville Hollow Road Property" on Exhibit "B", providing ingress and egress between Huntsville Hollow Road and the balance of Purchaser's Property.

Section 1.02. Scope. The easements granted hereby shall be for the benefit of, but not restricted solely to, Purchaser, and Purchaser may grant the benefit of such easements to its tenants or other occupants of Purchaser's Property for the duration of such occupancy and to the agents, licensees, concessionaires, customers, employees and business invitees of Purchaser and its tenants or other occupants; but the easements are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

Section 1.03. Further Instruments. Each of the parties hereto hereby agrees for itself and its successors and assigns that it will execute such documents in recordable form as may be necessary to effectuate the provisions of this Article I, including, but without limiting the generality of the foregoing, any documents granting easements, licenses, and similar rights to utility companies and governmental bodies or agencies thereof.

ARTICLE II REMEDIES

Section 2.01. (a) If any party to this Declaration shall default in the performance of any of its obligations hereunder, then the other party, in addition to all other remedies it may have at law or in equity, after ten (10) days prior written notice (except in the event of an emergency), shall have the right to perform such obligation on behalf of such defaulting party and be reimbursed by such defaulting party for the cost thereof, together with interest thereon at the rate of two percent (2%) in excess of the prime lending rate charged by First Tennessee Bank National Association for commercial loans to its most preferred commercial customers, or the maximum lawful rate of interest, if greater; plus reasonable enforcement and collection fees.

(b) In the event of a breach, or attempted or threatened breach, of any obligation of this Declaration, the other party shall be entitled forthwith to obtain an injunction to specifically enforce the performance of such obligations, the parties hereby acknowledging the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach; and/or to relief by all other available legal and equitable remedies from the consequences of such breach. Any action or document made in violation of this Declaration shall be void and may be set aside upon the petition of the other party. All costs and expenses of any such proceeding shall be assessed against the defaulting party.

(c) No delay or omission of any party in the exercise of any right accruing upon any default of any other party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this

Declaration by any other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Declaration. Except as otherwise specifically provided in this Declaration, no remedy provided in this Declaration shall be exclusive but each shall be cumulative with all other remedies provided in this Declaration and at law or in equity.

(d) It is expressly agreed that no breach of the provisions of this Declaration shall entitle any party to cancel, rescind, or otherwise terminate this Declaration; but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Declaration.

(e) In the event any party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

ARTICLE III MISCELLANEOUS

Section 3.01. Subordination; Non-Disturbance. Any mortgage or deed of trust or other instrument, regardless whether executed before or after the date hereof affecting any portion of the land shall at all times be subject and subordinate to the terms of this Declaration, unless otherwise provided herein, and the parties shall upon request of the other party hereto obtain a written confirmation of such subordination, in recordable form, from any such mortgagee, trustee, or other party obtaining an interest in any portion of the land; and any party foreclosing any mortgage or deed of trust affecting any portion of the land or acquiring title thereto by deed in lieu of foreclosure or trustee's sale shall acquire title to such premises subject to all of the terms of this Declaration. In any event, the parties hereto shall, at all times, comply with the terms and conditions of every mortgage, deed of trust or other agreement whether superior or subordinate to this Declaration, and in the event either party has any notice that it is in default of any such mortgage, deed of trust or other document, such party shall immediately notify, in writing, the other party hereto of the nature of such default and thereafter shall cure the default within the applicable cure period therefor.

Section 3.02. Successors Bound; Transferors Released. Each and every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option, and restriction made, granted, or assumed, as the case may be, by any party to this Declaration is made by such party not only personally for the benefit of the other party thereto but also shall constitute an equitable servitude on the land owned by such party, appurtenant to and for the benefit of the other property described herein. Any transferee of any part of the land shall automatically be deemed, by acceptance of the title to any portion of the land, to have assumed all obligations of this Declaration relating thereto and to have agreed with the then owner or owners of all other portions of the land to execute any and all

instruments and to do any and all things reasonably required to carry out the intentions of this Declaration. If any transferor shall expressly condition the transfer of its interest in such portion of the land on the assumption by its transferee of the obligations imposed on such transferor, such transferor shall upon the completion of such transfer be relieved of all further liability under this Declaration except such liability as may further arisen during its period of ownership of the land so conveyed and which remains unsatisfied.

Section 3.03. No Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the land to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns that nothing in this Declaration, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Declaration.

Section 3.04. Notices. Any notice, report, or demand required, permitted, or desired to be given under this Declaration ("Notice"), shall be in writing and shall be deemed to have been sufficiently given or served for all purposes on the third business day after it is mailed by registered or certified mail, return receipt requested, to the respective parties and their mortgagees of which the party giving notice has actual knowledge, addressed as follows, or to such other addresses as the parties may from time to time designate by Notice:

If to John R.
Browder and wife:

John R. Browder
7600 Harrisburg Court
Knoxville, Tennessee 37909

If to Jerry F.
Browder and wife:

Jerry F. Browder
4075 Hwy. 11 West
Lenoir City, Tennessee 37771

If to Marjorie
Browder Millsaps:

Marjorie Browder Millsaps
610-674 Ave. North 11-5
Myrtle Beach, SC 29572

If to Purchaser:

EX-AT, Inc.
P.O. Box 31408
Knoxville, Tennessee 37930
Attn: William Jones

Section 3.05. Compliance With Law. Each party, without cost or expense to the other party, shall promptly comply or cause compliance with all laws, ordinances, rules, and regulations of any governmental authority having jurisdiction which may at any time be applicable to easement areas within its parcel; provided, however, that each party shall have the right to contest, by appropriate legal or administrative proceedings diligently conducted in good faith, the validity or application of any such law, ordinance, rule, or regulation and may delay compliance until a final decision has been rendered in such proceedings and appeal is no longer possible, unless such delay would render the easement area, or any portion thereof, liable to forfeiture, involuntary sale or loss, or subject the other party to civil or criminal liability, in which case the affected party shall immediately take such steps as may be necessary to prevent any of the foregoing, including posting bonds or security or complying with such law, ordinance, rule, or regulation. If compliance with any such law, ordinance, rule, or regulation would prevent the party to whose parcel such law applies

from performing any of its obligations under this Declaration, and such party does not contest the applicability or validity of such law, ordinance, rule, or regulation, the other party may contest same at such party's expense in accordance with the procedures and subject to the limitations hereinabove set forth, and during the pendency of such contest, the party whose parcel is affected shall delay compliance in accordance with the provisions contained hereinabove. Each non-contesting party shall cooperate to the fullest extent necessary with any contesting party in any proceeding undertaken pursuant to the provisions hereof, including execution of necessary documents or consents to such contest, provided all costs and expenses incurred with respect to such cooperation shall be paid by the contesting party and provided, further, that a party or its parcel shall not thereby incur any civil or criminal liability.

Section 3.06. Severability. If any provision of this Declaration, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative, or unenforceable, the remainder of this Declaration, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Declaration; and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

Section 3.07. Governing Law. This Declaration shall be construed in accordance with the laws of the State of Tennessee.

Section 3.08. Captions. The Article headings and Section captions in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof.

Section 3.09. No Partnership. Nothing in this Declaration shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

Section 3.10. Inurement. This Declaration shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 3.11. Estoppel Certificates. Any party may, at any time and from time to time, in connection with the sale or transfer of its parcel, or in connection with the financing or refinancing of said parcel by bona fide mortgage, deed of trust, or sale-leaseback made in good faith and for value, deliver a written notice to the other party requesting such party to execute a certificate certifying that the party making such request is not in default in the performance of its obligations under this Declaration, or, if in default, describing therein the nature and amount of any default. A party shall execute and return such certificate within fifteen (15) days following its receipt of a written request therefor. Failure by a party to so execute and return such certificate within the specified period shall be deemed an admission on such party's part that the party requesting the certificate is current and not in default in the performance of such party's obligations under this Declaration. The parties acknowledge that such certificate may be relied upon by transferees, mortgagees, deed of trust beneficiaries, and leaseback-lessors.

Section 3.12. Runs With the Land. Each and all of the covenants, easements, restrictions, and other terms contained in this Declaration touch and concern the land, shall run with the land, and are intended to and shall bind each and every person having any fee, leasehold, or other interest in any part of the land described herein, at any time and from time to time.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the day and year first above written.

John R. Browder
John R. Browder

Betty L. Browder
Betty L. Browder

EX-AT, Inc., a Tennessee corporation

By William Jones
William Jones, President

Larry P. Browder
Larry P. Browder

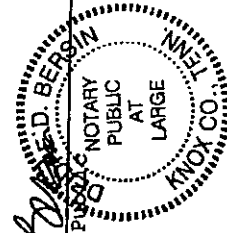
Lavaun M. Browder
Lavaun M. Browder

Margerie Browder Millings
Margerie Browder Millings

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, DEBBIE D. BERSIN, of said county, John R. Browder, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 27TH day of November, 2002.

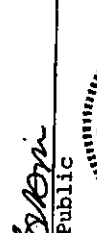


My commission expires: APRIL 18, 2007

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, DEBBIE D. BERSIN, of said county, Betty L. Browder, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 27TH day of November, 2002.



My commission expires: APRIL 18, 2007

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, DEIDRE D. BERSIN, of said county, Jerry F. Browder, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 27TH day of November, 2002.

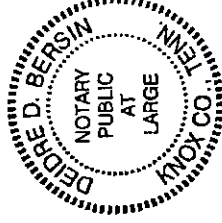
My commission expires: APRIL 10, 2004

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, DEIDRE D. BERSIN, of said county, LaVaun M. Browder, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 27TH day of November, 2002.

My commission expires: APRIL 10, 2004



STATE OF TENNESSEE
COUNTY OF Knox

Before me, V. Ray Pinkstaff, of the state and county aforementioned, personally appeared William Jones, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of EX-AT, Inc., the within named bargainer, a Tennessee corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal this 2nd day of December, 2002.

My commission expires:

My Commission
Expires October 5, 2003

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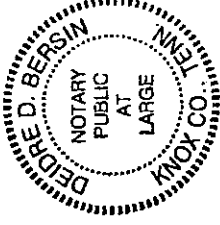
STATE OF TENNESSEE
COUNTY OF KNOX

884

Personally appeared before me, DEIDRE D. BERSIN, of said county, Marjorie Browder Millisaps, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 27th day of November, 2002.

My commission expires: APRIL 10, 2004
Deidre D. Bersin
Notary Public



I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$ 50.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Deidre D. Bersin
Attest
Tracie Littleton
Register of Deeds

Person or Agency Responsible
for payment of Taxes

Name EX-117, INC.
PO-Box 31408
Address Knoxville, TN 37930

INST: 0007720801
RECEIVED: 12/02/2002
TRACIE LITTLETON
REGISTER OF DEEDS LOUDON CO. TN

STATE OF TENNESSEE LOUDON COUNTY REGISTER'S OFFICE
THIS INSTRUMENT RECEIVED AT 12:56 O'CLOCK P. M., OF THE 2 DAY OF Dec, 2002
DULY CERTIFIED AND REGISTERED IN SAID OFFICE IN Deeds BOOK NO. 271 PAGE 877
AND NOTED IN BOOK NO. 3 PAGE 139 STATE TAX PAID \$ 67.00
Tracie Littleton REGISTER

Exhibit A

Browder Property

Panhandle Reserved Parcel

BOUNDARY DESCRIPTION
15.184 ACRE TRACT

SITUATED, LYING AND BEING in the Second (2nd) Civil District of Loudon County, Tennessee and being more particularly bounded and described as follows:

BEGINNING on an iron pin in the southern right-of-way line of Huntsville Hollow Road that is approximately 531 feet in an easterly direction from the point of intersection of said southern right-of-way line of Huntsville Hollow Road and the southeastern right-of-way line of U.S. Highway 11 (Lee Highway); thence from said BEGINNING POINT with said right-of-way line of Huntsville Hollow Road and a curve to the left having an arc distance of 66.56 feet, a radius of 190.97 feet and a chord bearing and distance of North 55 degrees 19 minutes East, 66.23 feet to an iron pin; thence North 45 degrees 20 minutes East, 106.57 feet to an iron pin; thence leaving said right-of-way line, South 56 degrees 18 minutes East, 354.46 feet to an iron pin; thence with the line of the Norfolk-Southern Railroad, South 40 degrees 13 minutes West, 550.62 feet to an iron pin; thence with a curve to the right having an arc distance of 162.37 feet, a radius of 1761 feet and a chord bearing and distance of South 42 degrees 51 minutes West, 162.31 feet to an iron pin; thence with a curve to the right having an arc distance of 98.75 feet, a radius of 17,936.00 feet and a chord bearing and distance of South 45 degrees 39 minutes West, 98.75 feet to an iron pin; thence with a curve to the right having an arc distance of 154.12 feet, a radius of 786.00 feet and a chord bearing and distance of South 51 degrees 39 minutes West, 98.75 feet to an iron pin; thence with a curve to the right having an arc distance of 162.37 feet, a radius of 1761 feet and a chord bearing and distance of South 42 degrees 51 minutes West, 162.31 feet to an iron pin; thence with a curve to the right having an arc distance of 98.75 feet, a radius of 17,936.00 feet and a chord bearing and distance of South 45 degrees 39 minutes West, 98.75 feet to an iron pin; thence with a curve to the right having an arc distance of 154.12 feet, a radius of 786.00 feet and a chord bearing and distance of South 51 degrees 39 minutes West, 98.75 feet to an iron pin; thence crossing said Norfolk-Southern Railroad, South 25 degrees 00 minutes East, 153.87 feet to an iron pin; thence crossing said railroad right-of-way South 25 degrees 00 minutes East, 41.05 feet to an iron pin; thence South 63 degrees 30 minutes East, 355.00 feet to an iron pin; thence South 37 degrees 50 minutes West, 94.00 feet to an iron pin; thence South 51 degrees 25 minutes West, 76.00 feet to an iron pin; thence South 57 degrees 55 minutes West, 47.00 feet to an iron pin; thence South 71 degrees 58 minutes West, 79.19 feet to an iron pin; thence South 71 degrees 21 minutes West, 79.51 feet to an iron pin; thence South 86 degrees 35 minutes West, 86.50 feet to an iron pin; thence North 29 degrees 10 minutes West, 79.19 feet to an iron pin; thence South 42 degrees 05 minutes West, 33.00 feet to an iron pin; thence South 79 degrees 55 minutes West, 54.50 feet to an iron pin; thence North 49 degrees 35 minutes West, 45.00 feet to an iron pin; thence South 55 degrees 20 minutes West, 64.50 feet to an iron pin; thence South 62 degrees 05 minutes West, 65.00 feet to an iron pin; thence South 79 degrees 30 minutes West, 95.00 feet to a fence post; thence North 61 degrees 45 minutes West, 62.60 feet to a point in the centerline of the creek; thence with said creek centerline, South 44 degrees 20 minutes West, 179.23 feet to a point; thence South 41 degrees 27 minutes West, 67.29 feet to a point; thence South 30 degrees 13 minutes West, 122.73 feet to a point; thence South 38 degrees 46 minutes West, 265.30 feet to a point below the 741 foot contour line; thence meandering below the approximate shoreline, North 64 degrees 48 minutes West, 320.00 feet to a point; thence North 78 degrees 18 minutes West, 450.00 feet to a point; thence South 88 degrees 42 minutes West, 750.00 feet to a point; thence South 62 degrees 30 minutes West, 750.00 feet to a point; thence South 62 degrees 30 minutes West, 373.33 feet to a point; thence South 73 degrees 31 minutes West, 181.58 feet to a point; thence South 69 degrees 41 minutes West, 406.09 feet to a point; thence South 76 degrees 30 minutes West, 434.58 feet to a point; thence North 18 degrees 10 minutes West, 69.93 feet to an iron pin set at the edge of the bank; thence North 18 degrees 10 minutes West, 52.00 feet to an iron pin found in the southern right-of-way line of the Norfolk-Southern Railroad; thence with said right-of-way line of the Norfolk-Southern Railroad North 79 degrees 22 minutes East, 596.68 feet to an iron pin; thence continuing with the southern line of the Norfolk-Southern Railroad right-of-way line and a curve to the left having an arc distance of 234.56 feet, a radius of 3066.00 feet and a chord bearing and distance of North 71 degrees 56 minutes East, 214.04 feet, a radius of 2003.05 feet and a chord bearing and distance of North 71 degrees 56 minutes East, 213.93 feet to an iron pin; thence with a curve to the left having an arc distance of 234.56 feet, a radius of 3066.00 feet and a chord bearing and distance of North 66 degrees 41 minutes East, 234.51 feet to an iron pin; thence North 64 degrees 29 minutes East, 54.00 feet to an iron pin; thence with a curve to the right having an arc distance of 98.12 feet, a radius of 3442.02 feet and a chord bearing and distance of North 65 degrees 18 minutes East, 98.12 feet to an iron pin; thence with a curve to the right having an arc distance of 384.09 feet, a radius of 1621.50 feet and a chord bearing and distance of North 72 degrees 54 minutes East, 383.19 feet to an iron pin found; thence with a curve to the right having an arc distance of 98.12 feet, a radius of 3442.02 feet and a chord bearing and distance of North 80 degrees 30 minutes East, 98.12 feet, a curve to the left having an arc distance of 385.26 feet, a radius of 2666.00 feet and a chord bearing and distance of North 77 degrees 11 minutes East, 384.92 feet to an iron pin found; thence with a curve to the left having an arc distance of 177.43 feet, a radius of 926.00 feet and a chord bearing and distance of North 67 degrees 33 minutes East, 177.16 feet to an iron pin found; thence with a curve to the left having an arc distance of 177.25 feet, a radius of 3554.50 feet and a chord bearing and distance of North 60 degrees 38

minutes East, 177.23 feet to an iron pin found; thence with a curve to the left having an arc distance of 16.46 feet, a radius of 916.00 feet and a chord bearing and distance of North 58 degrees 42 minutes East, 16.46 feet to an iron pin said iron pin being the POINT OF BEGINNING and containing 15.184 acres according to a survey by Batson, Himes, Norvell and Poe, Engineers dated October 28, 2002 revised November 19, 2002 and bearing drawing number 23,196-B-JM.

PRIVATE RAILROAD CROSSING AND ACCESS STRIP

Private Railroad Crossing: That private railroad crossing over Norfolk Southern Railroad on property of John Browder, deceased, in Loudon County, Tennessee, described in Deed Book 37, page 2.

Access Strip: A strip of land seventy feet in width connecting the above-described Private Railroad Crossing to the southwestern boundary of the Hunstville Hollow Road Property, as described on Exhibit "B" hereto.

FARM ROAD

SITUATED in the Second Civil District of Loudon County, Tennessee, and being a joint permanent non-exclusive easement for ingress and egress approximately 15 feet wide and running over an existing farm road which runs in a southerly direction from U. S. Route 11 to a Private Railroad Crossing over the Norfolk Southern Railroad.

Exhibit B

Purchaser's Property

BOUNDARY DESCRIPTION
BEING A PORTION OF THE
BROWDER FARM

SITUATED, LYING AND BEING in the Second (2nd) Civil District of Loudon County, Tennessee and being more particularly described as follows:

BEGINNING on a iron pin located in the southwestern right-of-way line of Riverview Road said iron pin being the most northern corner of Lot 2 Riverview Village as recorded in Cabinet "E" Slides 9 and 10 said iron pin being located 1,780.8 feet more-or-less in a southerly direction from the point of intersection of the western right-of-way line of Riverview Road with the southern right-of-way line of Highland Avenue; thence with the right-of-way line Riverview Road the following three (3) calls: South 00 degrees 45 minutes West, 5.42 feet to an iron pin; thence South 01 degrees 23 minutes West, 94.84 feet to an iron pin; thence South 01 degrees 42 minutes West, 104.83 to an iron pin; thence leaving the right-of-way line of Riverview Road, North 84 degrees 10 minutes West, 183.16 feet to an iron pipe; thence South 00 degrees 12 minutes West, 507.72 feet to a fence post; thence South 02 degrees 26 minutes East, 222.81 feet to a fence post; thence South 00 degrees 28 minutes East, 185.23 feet to a fence post; thence South 00 degrees 12 minutes West, 222.96 feet to a double hackberry; thence South 00 degrees 42 minutes West, 189.91 feet to a Walnut Stump; thence South 21 degrees 34 minutes East, 192.69 feet to a Sassafras; thence South 22 degrees 10 minutes East, 130.10 feet to a fence post; thence South 01 degrees 33 minutes West, 21.75 feet to a fence post; thence South 04 degrees 28 minutes West, 123.05 feet to a iron pin; thence South 05 degrees 42 minutes West, 200.46 feet to a Cedar; thence South 04 degrees 43 minutes West, 454.16 feet to a fence post; thence South 04 degrees 46 minutes West, 135.30 feet to a fence post; thence South 05 degrees 21 minutes West, 340.86 feet to a fence post; thence South 00 degrees 11 minutes East, 41.51 feet to a iron pin; thence South 56 degrees 25 minutes West, 123.66 feet to a fence post; thence South 57 degrees 15 minutes West, 153.58 feet to a fence post; thence South 59 degrees 40 minutes West, 148.51 feet to a fence post; thence South 60 degrees 07 minutes West, 203.90 feet to a fence post; thence South 60 degrees 45 minutes West, 162.05 feet to a double Hackberry; thence South 58 degrees 06 minutes West, 174.75 feet to a fence post; thence South 57 degrees 19 minutes West, 241.00 feet to a double Hackberry; thence South 58 degrees 12 minutes West, 200.97 feet to a iron pin; thence South 58 degrees 27 minutes West, 165.74 feet to a fence post; thence South 58 degrees 30 minutes West, 89.47 feet to a point; thence with the approximate 735 contour line the following nine (9) calls: North 39 degrees 48 minutes West, 200.00 feet to a point; thence North 18 degrees 48 minutes West, 160.00 feet to a point; thence North 03 degrees 12 minutes East, 380.00 feet to a point; thence North 06 degrees 48 minutes West, 1160.00 feet to a point; thence North 14 degrees 48 minutes West, 590.00 feet to a point; thence North 24 degrees 18 minutes West, 820.00 feet to a point; thence North 30 degrees 18 minutes West, 540.00 feet to a point; thence North 35 degrees 18 minutes West, 610.00 feet to a point; thence North 45 degrees 48 minutes West, 650.00 feet to a point; thence with the centerline of a creek the following four (4) calls: North 38 degrees 46 minutes East, 265.30 feet to a point; thence North 30 degrees 13 minutes East, 122.73 feet to a point; thence North 41 degrees 27 minutes East, 67.29 feet to a point; thence North 44 degrees 20 minutes East, 179.23 feet to a point; South 61 degrees 45 minutes East, 62.60 feet to a fence post; thence North 79 degrees 30 minutes East, 95.00 feet to an iron pin; thence generally with the top edge of the quarry the following thirteen (13) calls: thence North 62 degrees 05 minutes East, 65.00 feet to an iron pin; thence North 55 degrees 20 minutes East, 64.50 feet to an iron pin; thence South 49 degrees 35 minutes East, 45.00 feet to an iron pin; thence North 79 degrees 55 minutes East, 54.50 feet to an iron pin; thence North 42 degrees 05 minutes East, 33.00 feet to an iron pin; thence South 29 degrees 10 minutes East, 62.50 feet to an iron pin; thence North 86 degrees 35 minutes East, 86.50 feet to an iron pin; thence North 71 degrees 21 minutes East, 79.51 feet to an iron pin; thence North 71 degrees 58 minutes East, 79.19 feet to an iron pin; thence North 57 degrees 55 minutes East, 47.00 feet to an iron pin; thence North 51 degrees 25 minutes East, 76.00 feet to an iron pin; thence North 37 degrees 50 minutes East, 94.00 feet to an iron pin; thence North 63 degrees 30 minutes East, 355.00 feet to an iron pin; thence North 25 degrees 00 minutes West, 41.06 feet to an iron pin in the southern right-of-way line of the Norfolk Southern Railroad; thence with said right-of-way line and a curve to the left having a radius of 916.00 feet, an arc distance of 197.75 feet and a chord of North 52 degrees 00 minutes East, 197.37 feet to an iron pin; thence continuing with a curve to the left said curve having a radius of 18066.00 feet, an arc length of 99.46 feet and a chord of North 45 degrees 39 minutes East, 99.46 feet to an iron pin; thence continuing with a curve to the left, said curve having a radius of 1891.00 feet, an arc length of 174.36 feet and a chord of North 42 degrees 51 minutes East, 174.29 feet to an iron pin; thence North 40 degrees 13 minutes East, 455.18 feet to an iron pin; thence leaving the right-of-way line of the Norfolk Southern Railroad South 52 degrees 10 minutes East, 250.83 feet to a Pipe; thence South 51 degrees 14 minutes East, 475.32 feet to a fence post; thence South 51 degrees 42 minutes East, 235.67 feet to an iron pin; thence South 57 degrees 41 minutes West, 541.80 feet to a pipe; thence South 42 degrees 27 minutes East, 178.20 feet to an iron pin; thence North 47 degrees 27 minutes East, 162.05 feet to an iron pin; thence South 41 degrees 59 minutes East, 209.87 feet to an iron pin; thence North 50 degrees 57 minutes East, 333.42 feet to an iron pin; thence

North 31 degrees 21 minutes West, 25.40 feet to an iron pin; thence North 50 degrees 56 minutes East, 25.24 feet to an iron bar; thence South 26 degrees 19 minutes East, 470.09 feet to an iron pin; thence South 00 degrees 19 minutes West, 751.25 feet to an angle iron; thence South 00 degrees 07 minutes East, 141.12 feet to an iron pin; thence South 88 degrees 30 minutes East, 188.28 feet to an iron pin the POINT OF BEGINNING as shown on a survey by Batson, Himes, Norvell & Poe dated October 28, 2002 revised November 19, 2002 and bearing drawing number 23,196-B-JM.

The above described tract being subject to a Tennessee Valley Authority flowage easement and other easements as shown or noted on said survey.

THERE IS SPECIFICALLY LESS AND EXCEPTED from the above-described parcel a 5.0-acre parcel, together with a 25-foot-wide joint permanent non-exclusive easement for ingress, egress and utilities running from Huntsville Hollow Road to said excepted 5.0-acre parcel. The eastern right-of-way line of said easement is described as follows:

BEGINNING on a point in the southern right-of-way line of Huntsville Hollow Road that is the following calls and distances from the point of intersection of Huntsville Hollow Road (25' from centerline) and the southeastern right-of-way line of U.S. Highway 11 (Lee Highway): thence in an easterly direction approximately 531 feet to an iron pin; thence continuing in an easterly direction along said Huntsville Hollow Road and a curve to the left having an arc distance of 9.42 feet, a radius of 190.97 feet and a chord bearing and distance of North 63 degrees 53 minutes East, 9.42 feet to a point; thence continuing with said right-of-way line of Huntsville Hollow Road, with a 25 foot access easement and a curve to the left having an arc distance of 31.06 feet, a radius of 190.97 feet and a chord bearing and distance of North 57 degrees 49 minutes East, 31.03 feet to a point; thence leaving said right-of-way line of Huntsville Hollow Road and with the eastern line of said 25 foot access easement (12.5 feet from the centerline), South 68 degrees 30 minutes East, 27.27 feet to a point; thence North 86 degrees 00 minutes East, 109.26 feet to a point; thence South 79 degrees 30 minutes East, 74.27 feet to a point; thence South 34 degrees 30 minutes East, 49.79 feet to a point; thence South 06 degrees 00 minutes West, 49.65 feet to a point; thence South 29 degrees 00 minutes West, 101.07 feet to a point; thence South 29 degrees 15 minutes West, 100.07 feet to a point; thence South 29 degrees 40 minutes West, 132.43 feet to a point; thence South 33 degrees 45 minutes West, 117.17 feet to a point; thence South 31 degrees 15 minutes West, 92.83 feet to a point; thence South 41 degrees 20 minutes West, 126.48 feet to a point; thence South 44 degrees 45 minutes West, 179.32 feet to a point; thence South 35 degrees 10 minutes West, 35.84 feet to a point; thence South 30 degrees 46 minutes East, 58.43 feet to a point; thence South 02 degrees 35 minutes East, 68.64 feet to a point; thence crossing the Norfolk Southern Railroad right-of-way, South 61 degrees 15 minutes West, 273.09 feet to a point; thence South 72 degrees 45 minutes West, 136.48 feet to a point; thence South 74 degrees 45 minutes West, 156.41 feet to a point; thence South 76 degrees 30 minutes West, 141.03 feet to a point; thence South 73 degrees 00 minutes West, 137.06 feet to a point; thence South 63 degrees 15 minutes West, 132.29 feet to a point; thence South 43 degrees 45 minutes West, 32.67 feet to a point; thence South 15 degrees 10 minutes West, 23.22 feet to a point; thence South 03 degrees 50 minutes East, 20.99 feet to a point; thence leaving the Browder property South 03 degrees 50 minutes East, 55 degrees 55 minutes East, 80.47 feet to a point; thence South 53 degrees 00 minutes East, 133.37 feet to a point; thence South 52 degrees 30 minutes East, 258.75 feet to a point; thence South 50 degrees 45 minutes East, 185.69 feet to a point; thence South 55 degrees East, 258.75 feet to a point; thence South 50 degrees 45 minutes East, 37.71 feet to a point; thence South 40 degrees 48 minutes East, 55.39 feet to a point; thence South 21 degrees 55 minutes East, 295.17 feet to a point; thence South 25 degrees 30 minutes East, 144.47 feet to a point; thence South 26 degrees 45 minutes East, 152.92 feet to a point; thence South 17 degrees 05 minutes East, 152.47 feet to a point; thence South 17 degrees 55 minutes East, 75.35 feet to a point; thence South 23 degrees 00 minutes East, 214.98 feet to a point; thence South 22 degrees 40 minutes East, 17.28 feet to a point; thence North 70 degrees 50 minutes East, 208.13 feet to a point; thence North 76 degrees 15 minutes East, 171.69 feet to a point; thence North 77 degrees 10 minutes East, 270.42 feet to a point; thence North 80 degrees 05 minutes East, 64.55 feet to a point; thence North 84 degrees 55 minutes East, 79.62 feet to a point; thence South 80 degrees 35 minutes East, 59.01 feet to a point; thence South 67 degrees 40 minutes East, 70.43 feet to a point; thence South 58 degrees 25 minutes East, 68.66 feet to a point; thence South 61 degrees 40 minutes East, 132.31 feet to a point; thence South 64 degrees 45 minutes East, 66.39 feet to a point; thence South 53 degrees 35 minutes East, 38.12 feet to a point; thence South 17 degrees 20 minutes West, 30.63 feet to a point; thence South 41 degrees 55 minutes West, 312.60 feet to a point; thence South 40 degrees 45 minutes West, 95.63 feet to a point in the line of the 5.00 acre tract, said point marking the terminus of the 25-foot-wide easement.

The 5.0-acre fee simple parcel which is excepted from the Farm Tract described above is specifically described as follows:

BEGINNING at an iron pin marking the terminus of the access easement described above and being thence running South 27 degrees 05 minutes East, 401.68 feet to an iron pin; thence South 62 degrees 55 minutes West, 466.70 feet to an iron pin; thence North 27 degrees 05 minutes West, 466.70 feet to an iron pin; thence North 62 degrees 55 minutes East, 466.70 feet to an iron pin; thence South 27 degrees 05 minutes East, 65.02 feet to the POINT OF BEGINNING and containing 5.00 acres according to a survey by Batson,

Himes, Norvell and Poe, Engineers dated October 28, 2002 revised November 19, 2002 and bearing drawing number 23,196-B-JM.

THERE IS FURTHER LESS AND EXCEPTED from the Farm Tract above Lots 1 and 2 of Riverview Village described as follows:

SITUATED in the Second (2nd) Civil District of Loudon County, Tennessee, and being known and designated as all of Lots 1 and 2 of Riverview Village, a subdivision to Loudon County, Tennessee, as shown by map of said subdivision of record in Plat Cabinet E, Slides 9 ad 10, in the Loudon County Register of Deeds Office, said property being bounded and described as shown on plat of said addition, to which map specific reference is hereby made for a more particular description.

THERE IS FURTHER LESS AND EXCEPTED from the Farm Tract above the triangular area described as follows:

SITUATED, LYING and BEING in the Second (2nd) Civil District of Knox County, Tennessee and being more particularly bounded and described as follows:

BEGINNING on an iron pin in the western right-of-way line of Riverview Road, said iron pin being located 1985.9 feet in a southerly direction from the point of intersection of the western right-of-way line of Riverview Road with the southern right-of-way line of Highland Avenue; thence leaving said right-of-way line and with the line of Lot 1, Riverview Village, North 84 degrees 10 minutes West, 183.16 feet to a pipe; thence South 00 degrees 12 minutes West, 507.72 feet to a fence post; thence South 02 degrees 26 minutes East, 222.81 feet to a fence post; thence South 00 degrees 28 minutes East, 185.23 feet to a fence post; thence South 00 degrees 12 minutes West, 222.96 feet to a double hackberry; thence South 00 degrees 42 minutes West, 189.91 feet to a walnut stump, the POINT OF BEGINNING; thence South 21 degrees 34 minutes East, 192.69 feet to a sassafras; thence South 22 degrees 10 minutes East, 130.10 feet to a fence post; thence South 01 degrees 33 minutes West, 21.75 feet to a fence post; thence South 04 degrees 28 minutes West, 123.05 feet to a iron pin; thence South 05 degrees 42 minutes West, 200.46 to a cedar; thence South 04 degrees 43 minutes West, 454.16 feet to a fence post; thence South 04 degrees 46 minutes West, 135.30 feet to a fence post; thence South 05 degrees 21 minutes West, 340.86 feet to a fence post; thence South 00 degrees 11 minutes East, 41.51 feet to a iron pin; thence North 00 degrees 20 minutes West, 1611.91 feet to a walnut stump, the POINT OF BEGINNING and containing 2.163 acres according to a survey by Batson, Himes, Norvell & Poe drawing number 23196-B-JM last revised November 19, 2002.

BOUNDARY DESCRIPTION
3.416 ACRE TRACT
HUNTSVILLE HOLLOW ROAD PROPERTY

SITUATED, LYING and BEING in the Second (2nd) Civil District of Loudon County, Tennessee and being more particularly bounded and described as follows:

BEGINNING on an iron pin in the southern right-of-way line of Huntsville Hollow Road that is approximately 531 feet in an easterly direction from the point of intersection of said southern right-of-way line of Huntsville Hollow Road and the southeastern right-of-way line of U.S. Highway 11 (Lee Highway); thence from said BEGINNING POINT with said right-of-way line of Huntsville Hollow Road and a curve to the left having an arc distance of 66.56 feet, a radius of 190.97 feet and a chord bearing and distance of North 55 degrees 19 minutes East, 66.23 feet to an iron pin; thence, North 45 degrees 20 minutes East, 106.57 feet to an iron pin; thence leaving said right-of-way line, South 56 degrees 18 minutes East, 354.46 feet to an iron pin; thence with the line of the Norfolk-Southern Railroad, South 40 degrees 13 minutes West, 550.62 feet to an iron pin; thence with a curve to the right having an arc distance of 162.37 feet, a radius of 1761 feet and a chord bearing and distance of South 42 degrees 51 minutes West, 162.31 feet to an iron pin; thence with a curve to the right having an arc distance of 98.75 feet, a radius of 17,936.00 feet and a chord bearing and distance of South 45 degrees 39 minutes West, 98.75 feet to an iron pin; thence with a curve to the right having an arc distance of 154.12 feet, a radius of 786.00 feet and a chord bearing and distance of South 51 degrees 26 minutes West, 153.87 feet to an iron pin; thence leaving said Norfolk-Southern Railroad, North 25 degrees 00 minutes West, 89.62 feet to an iron pin; thence, North 52 degrees 42 minutes East, 98.47 feet to an iron pin; thence, North 36 degrees 12 minutes East, 725.00 feet to an iron pin; thence, North 86 degrees 13 minutes West, 184.03 feet to an iron pin; thence, North 46 degrees 36 minutes West, 73.41 feet to the POINT OF BEGINNING and containing 3.416 acres according to a survey by Batson, Himes, Norvell and Poe, Engineers dated October 28, 2002 revised November 19, 2002 and bearing drawing number 23,196-B-JM.

352/694

694 # 2204

Application for Greenbelt Assessment - Agricultural

The Agricultural, Forest and Open Space Land Act of 1976 ("Greenbelt Law") permits qualifying land to be assessed for property taxes at its 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. Before applying, you should carefully review this application and additional information about the greenbelt program which should be provided by your assessor.

Since April 14, 1992, the law requires that property must be actually used as agricultural land in order to qualify for the agricultural use classification. It must be part of a farm "engaged in the production or growing of crops, plants, animals, nursery, or floral products." The assessor may presume that property is used as agricultural land if it earns an average annual gross agricultural income of \$1,500 or more over any three years in greenbelt. However, the assessor will also consider other available evidence indicating how the property is actually used. The assessor may ask you about property income, ownership and other information needed to determine how the property is used and how it should be valued. Complete the remainder of this application to have your property considered for greenbelt.

STATE OF TENNESSEE				
COUNTY OF <u>LEWIS</u>				
Description of Property				
District/Ward	Map/Block/Group	Control Map	Parcel	Special Interest
<u>02</u>	<u>29</u>	<u>29</u>	<u>98.03</u>	
			Acres	<u>26 AC.</u>
1. Name: <u>JOHN ROUSSEAU BROWDER ETAL</u> 8. Source of Title:				
2. Mailing Address: <u>2600 HARRISBURG COURT</u> Deed Book: _____				
3. Address of Property: <u>Knoxville TN 37109</u> Page: _____				
Other: _____				
4. Total Acreage: <u>26 AC.</u>				
5. Approximate acreage in crop, pasture or other active farm use: _____				
6. Current crop(s) or other agricultural product(s) and expected yield or volume which will be sold:				
Product			Expected Yield or Sales	
<u>Cattle</u>			_____	
<u>Hay</u>			_____	
7. Do you own other property in this county which has been approved for greenbelt? <u>Yes</u>				

I certify that I am an owner of the property described above, that the information I have supplied to the assessor in applying for greenbelt is true and correct to the best of my knowledge and belief, and that I am presently using said property as agricultural land as described in the above instructions. I further certify that the property will produce gross agricultural income of at least \$1,500 per year on average over any three years it is classified "greenbelt." I understand the assessor may presume the property is not used as agricultural land if the property does not produce this minimum income, unless I prove otherwise that the property is actually being used as a farm. 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 the eligibility of this property for greenbelt.

Dated: 3-31-95

John R. Alexander
Property Owner

On this 31 day of March, 19 95, before me personally appeared the above named John R. Alexander, 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: 11-22-98

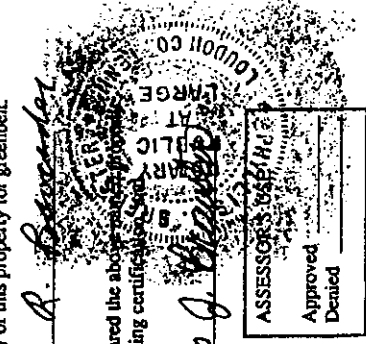
Paulino J. Hernandez
Notary Public

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

Doyle LLP

RVSD. 10/92
CT-0068

Assessor of Property



STATE OF TENNESSEE, LOUDON COUNTY REGISTERS OFFICE
THIS INSTRUMENT RECEIVED AT 11:40 O'CLOCK A M. OF THE 31 DAY OF Mar 1995
DULY CERTIFIED AND REGISTERED IN SAID OFFICE IN 1995 BOOK NO. 352 PAGE 694
AND NOTED IN BOOK NO. 1995 PAGE 48 STATE TAX PAID \$ —
Joe P. Doyle REGISTER

695

Application No. 349
County LOUDON

APPLICATION FOR APPROVAL OF LAND AS AGRICULTURAL LAND

The Agricultural, Forest and Open Space Land Act of 1976 provides, under appropriate circumstances, for the classification of certain lands as agricultural land. Upon classification as agricultural land, the value for ad valorem taxation must be determined upon present use value rather than a value that may include any other consideration.

If land is approved as agricultural land and the use of the land is converted to other uses, any taxes saved because of the agricultural classification shall become due and payable on the first tax roll following the conversion of the use. The amount to be due will be the tax saved during the last three years of agricultural classification.

In determining whether any land is agricultural land the county assessor of property shall take into account, among other things, the acreage of such land, the productivity of such land, and the portion thereof in actual use for farming. "Agricultural land" means a tract of land of at least fifteen (15) acres including woodlands and wastelands which form a contiguous part thereof, constituting a farm unit engaged in or held for the production or growing of crops, plants, animals, nursery, or floral products. "Agricultural land" means also two or more tracts of land including woodlands and wastelands, one of which is greater than fifteen (15) acres and none of which is not less than ten (10) acres and such tracts may not be contiguous but shall constitute a farm-unit being held and used for the production or growing of agricultural products.

STATE OF Tennessee } ss.
COUNTY OF LOUDON

I, John Brander, the undersigned owner of agricultural land, request the Assessor of Property of LOUDON County to classify such land as Agricultural Land as defined by the Agricultural, Forest and Open Space Land Act of 1976, and assess such land on its use value rather than its market value. The following information is furnished in support of this application.

NAME: John Brander

ADDRESS: 419 Bel 445 London Ct, In. 37771

ADDRESS OF PROPERTY: May 11

Assessment Identification:

<u>02</u>	<u>029</u>	<u>029</u>	<u>98.00</u>
District	Map	Group	Control Map
			Parcel

1. Number of acres covered by this application: 362.6 ac.
2. Is the above described parcel a farm unit engaged in or held for the production or growing of crops, plants, animals, nursery or floral products? Yes (X) No ()

I affirm that information furnished on this application is true and accurate to the best of my knowledge and belief. I further affirm that if this land is classified as agricultural land and is later converted from agricultural use, I will notify the LOUDON County Assessor of Property of such conversion and will further comply with all provisions of this Act.

John Brander
Signature of Applicant

4-14-83

Date

Subscribed to and sworn before me this 14 day of April

Phillip J. Brander
Notary Public

STATE OF TENNESSEE, LOUDON COUNTY REGISTER'S OFFICE

THIS INSTRUMENT RECEIVED AT 10:12 O'CLOCK PM, OF THE 14 DAY April, 1983

DULY CERTIFIED AND REGISTERED IN THIS OFFICE IN BOOK NO. 190 PAGE 485

AND NOTED IN BOOK NO. 190 PAGE 10 STATE TAX PAID

FORM NO. 6B-12-91-100
Revised 3/81
CT - 0068

THIS INSTRUMENT PREPARED BY:

J. Michael Ivens
Long, Ragsdale & Waters, P.C.
1111 Northshore Drive, N.W., S-700
Knoxville, Tennessee 37919

814

271/814

ACCESS & UTILITY EASEMENT
(XXI)

THIS ACCESS & UTILITY EASEMENT (the "Agreement") is made and entered into as of the 27TH day of November, 2002, by and between **Edward J. Browder** and wife, **Rachel Browder**, of Loudon County, Tennessee (who are herein referred to as "Grantor"), and **John R. Browder**, of Knox County, Tennessee, and **Jerry F. Browder**, of Loudon County, Tennessee (who are herein referred to as "Grantee").

RECITALS

A. Grantor is the owner of certain real property in the Second Civil District of Loudon County, Tennessee, more particularly described on Exhibit "A" hereto ("Grantor's Property").

B. Grantee is the owner of certain real property in the Second Civil District of Loudon County, Tennessee, more particularly described on Exhibit "B" hereto ("Grantee's Property").

C. The parties desire to create certain easements and rights as hereinafter set forth, burdening Grantor's Property for the benefit of Grantee's Property.

NOW THEREFORE, the parties hereto, in consideration of the promises contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Grant of Easements.

Grantor hereby grants to Grantee and Grantee's heirs, successors, and assigns, and to Grantee's licensees, customers, invitees, guests, and employees, a non-exclusive easement appurtenant for vehicular and pedestrian ingress and egress from the public right-of-way known as Highland Avenue to Grantee's Property and from Grantee's Property to said Highland Avenue, and for the placement and maintenance of utility lines, including but not limited to electricity, gas, water, sewer, and

3m1\mls\c\2557.mls

1

INST: 0007718101

RECEIVED: 12/02/2002 :
TRACIE LITTLETON
REGISTER OF DEEDS LOUDON CO. TN

STATE OF TENNESSEE LOUDON COUNTY REGISTER'S OFFICE
THIS INSTRUMENT RECEIVED AT 11:50 CLOCK A. M. OF THE 2 DAY OF Dec. 2002
DULY CERTIFIED AND REGISTERED IN SAID OFFICE IN Deed BOOK NO. 311 PAGE 814
AND NOTED IN BOOK NO. 2 PAGE 138 STATE TAX PAID \$ ---
Fee \$37.00 Tracie Littleton REGISTER

cable television, across that portion of Grantor's Property described on Exhibit "A" as the "Easement Area."

2. Ancillary Functions. The easement granted by this instrument shall include (1) the right from time to time to create, inspect, maintain, repair, remove, and replace, in whole or in part, asphalt or other paving surfaces and utility lines and related improvements over the Easement Area; (2) the right to clear and remove trees, brush, and other items, and to do such other things on the Easement Area as may be necessary to construct and maintain the paving surfaces and other improvements described herein or to have full use, benefit, and enjoyment of the easement granted herein; (3) the right to construct curbs and similar improvements on the Easement Area; and (4) a construction easement across Grantor's Property, for the construction and maintenance of the improvements described herein on the Easement Area, except that such construction and maintenance easement shall exist in a space no larger than a strip thirty feet in width and contiguous to the boundary of the Easement Area, around the entire boundary of the Easement Area.

3. Running of Benefits and Burdens. All provisions of this Agreement, including benefits and burdens, shall run with the land and are binding upon and inure to the benefit of the heirs, successors, assigns, and personal representatives of the parties hereto.

4. Term. The easements herein granted shall be perpetual.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTOR:

Edward J. Browder
Edward J. Browder

Rachel Browder
Rachel Browder

GRANTEES:

John R. Browder
John R. Browder

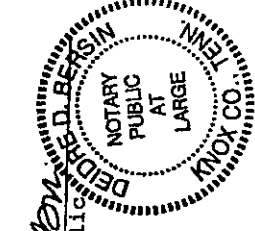
Jerry F. Browder
Jerry F. Browder

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, DELORE D. BERSIN, of said county, Edward J. Browder, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 27TH day of NOVEMBER, 2002.

My commission expires: APRIL 10, 2004

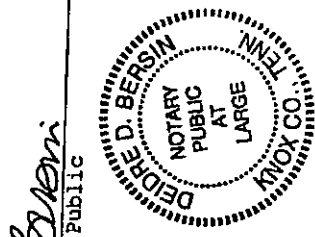


STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, DELORE D. BERSIN, of said county, Rachel Browder, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 27TH day of NOVEMBER, 2002.

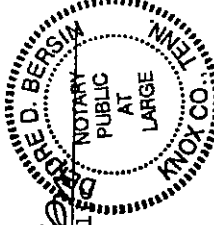
My commission expires: APRIL 10, 2004



STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, DEBBIE D. BERSIN, of said county, John R. Browder, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 27TH day of November, 2002.

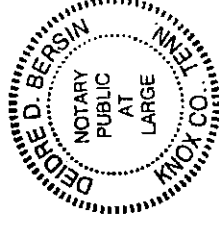


My commission expires: APRIL 10, 2004

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, DEBBIE D. BERSIN, of said county, Jerry F. Browder, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 27TH day of November, 2002.



My commission expires: APRIL 10, 2004

EXHIBIT A
BOUNDARY DESCRIPTION
FOR
EDWARD J. BROWDER

SITUATED, LYING and BEING in the Second (2nd) Civil District of Loudon County, Tennessee and being more particularly bounded and described as follows:

BEGINNING on an iron pin in the southern right-of-way line of Highland Avenue, said iron pin being located 1,113 feet more-or-less in a westerly direction from the point of intersection of the southern right-of-way line of Highland Avenue if extended with the centerline of Riverview Road; thence leaving said right-of-way line, South 50 degrees 33 minutes West, 346.33 feet to an iron pin; thence North 42 degrees 27 minutes West, 144.37 feet to an iron pin; thence North 57 degrees 41 minutes East, 351.80 feet to an iron pin; thence South 54 degrees 36 minutes East, 73.60 feet to an iron pipe in the right-of-way line of Highland Avenue; thence with said right-of-way line South 13 degrees 24 minutes East, 32.84 feet to an iron pin, the POINT OF BEGINNING and containing 0.922 acre.

DESCRIPTION FOR THE 40-FOOT EASEMENT

"EASEMENT AREA"

SITUATED in the Second (2nd) Civil District of Loudon County, Tennessee, and being a joint permanent non-exclusive easement for ingress, egress, and utilities and being 40 feet wide and running along the front or eastern portion of property now vested in Edward J. Browder by Deed of record in Deed Book 238, page 389, and said easement lying immediately west of and parallel to the eastern boundary of the Edward J. Browder property, said eastern boundary being described as follows:

BEGINNING at an iron pin situated in the western right-of-way line of Highland Avenue, said iron pin marking the southeastern corner of property of Edward J. Browder (Deed Reference: Deed Book 238, page 389) and marking the northeastern corner of property now or formerly belonging to Justin A. Lowery and Misty H. Lowery (Deed Reference: Deed Book 252, page 802); thence leaving said point and place of BEGINNING, and running along the western right-of-way line of Highland Avenue, North 13 deg. 24 min. West 32.84 feet to an iron pipe, being corner to property owned by Cecil A. Hatcher and wife, Bonnie Lee Hatcher (Deed Reference: Deed Book 47, page 458); thence leaving the western right-of-way line of Highland Avenue and running along the line of Hatcher, North 54 deg. 36 min. West 73.60 feet to an iron pin found and marking the terminus of the eastern boundary of the 40-foot-wide easement area and being according to the survey of David M. Poe, Tennessee Registered Land Surveyor No. 1647, dated October 28, 2002.

For Deed reference, see that deed in Deed Bk. 238 p. 389 in the Loudon Co. Register of Deeds.

EXHIBIT "B"

BOUNDARY DESCRIPTION
BEING A PORTION OF THE
BROWDER FARM

SITUATED, LYING and BEING in the Second (2nd) Civil District of Loudon County, Tennessee and being more particularly described as follows:

BEGINNING on a iron pin located in the southwestern right-of-way line of Riverview Road said iron pin being the most northern corner of Lot 2 Riverview Village as recorded in Cabinet "E" Slides 9 and 10 said iron pin being located 1,780.8 feet more-or-less in a southerly direction from the point of intersection of the western right-of-way line of Riverview Road with the southern right-of-way line of Highland Avenue; thence with the right-of-way line Riverview Road the following three (3) calls: South 00 degrees 45 minutes West, 5.42 feet to an iron pin; thence South 01 degrees 23 minutes West, 94.84 feet to an iron pin; thence South 01 degrees 42 minutes West, 104.83 to an iron pin; thence leaving the right-of-way line of Riverview Road, North 84 degrees 10 minutes West, 183.16 feet to an iron pin; thence South 00 degrees 12 minutes West, 507.72 feet to a fence post; thence South 02 degrees 26 minutes East, 222.81 feet to a fence post; thence South 00 degrees 28 minutes East, 185.23 feet to a fence post; thence South 00 degrees 12 minutes West, 222.96 feet to a double hackberry; thence South 00 degrees 42 minutes West, 189.91 feet to a Walnut Stump; thence South 21 degrees 34 minutes East, 192.69 feet to a Sassafras; thence South 22 degrees 10 minutes East, 130.10 feet to a fence post; thence South 01 degrees 33 minutes West, 21.75 feet to a fence post; thence South 04 degrees 28 minutes West, 123.05 feet to a iron pin; thence South 05 degrees 42 minutes West, 200.46 feet to a Cedar; thence South 04 degrees 43 minutes West, 454.16 feet to a fence post; thence South 04 degrees 46 minutes West, 135.30 feet to a fence post; thence South 05 degrees 21 minutes West, 340.86 feet to a fence post; thence South 00 degrees 11 minutes East, 41.51 feet to a iron pin; thence South 56 degrees 25 minutes West, 123.66 feet to a fence post; thence South 57 degrees 15 minutes West, 153.58 feet to a fence post; thence South 59 degrees 40 minutes West, 148.51 feet to a fence post; thence South 60 degrees 07 minutes West, 203.90 feet to a fence post; thence South 60 degrees 45 minutes West, 162.05 feet to a double Hackberry; thence South 58 degrees 06 minutes West, 174.75 feet to a fence post; thence South 57 degrees 19 minutes West, 241.00 feet to a double Hackberry; thence South 58 degrees 12 minutes West, 200.97 feet to a iron pin; thence South 58 degrees 27 minutes West, 165.74 feet to a fence post; thence South 58 degrees 30 minutes West, 89.47 feet to a point; thence with the approximate 735 contour line the following nine (9) calls: North 39 degrees 48 minutes West, 200.00 feet to a point; thence North 18 degrees 48 minutes West, 160.00 feet to a point; thence North 03 degrees 12 minutes East, 380.00 feet to a point; thence North 06 degrees 48 minutes West, 200.00 feet to a point; thence North 14 degrees 48 minutes West, 590.00 feet to a point; thence North 24 degrees 18 minutes West, 820.00 feet to a point; thence North 30 degrees 18 minutes West, 940.00 feet to a point; thence North 35 degrees 18 minutes West, 610.00 feet to a point; thence North 45 degrees 48 minutes West, 650.00 feet to a point; thence with the centerline of a creek the following four (4) calls: North 38 degrees 46 minutes East, 265.30 feet to a point; thence North 30 degrees 13 minutes East, 122.73 feet to a point; thence North 41 degrees 27 minutes East, 67.29 feet to a point; thence North 44 degrees 20 minutes East, 179.23 feet to a point; South 61 degrees 45 minutes East, 62.60 feet to a fence post; thence North 79 degrees 30 minutes East, 95.00 feet to an iron pin; thence generally with the top edge of the quarry the following thirteen (13) calls: thence North 62 degrees 05 minutes East, 65.00 feet to an iron pin; thence North 55 degrees 20 minutes East, 64.50 feet to an iron pin; thence South 49 degrees 35 minutes East, 45.00 feet to an iron pin; thence North 79 degrees 55 minutes East, 54.50 feet to an iron pin; thence North 42 degrees 05 minutes East, 33.00 feet to an iron pin; thence South 29 degrees 10 minutes East, 62.50 feet to an iron pin; thence North 86 degrees 35 minutes East, 86.50 feet to an iron pin; thence North 71 degrees 21 minutes East, 79.51 feet to an iron pin; thence North 71 degrees 58 minutes East, 79.19 feet to an iron pin; thence North 57 degrees 55 minutes East, 47.00 feet to an iron pin; thence North 51 degrees 25 minutes East, 76.00 feet to an iron pin; thence North 37 degrees 50 minutes East, 94.00 feet to an iron pin; thence North 63 degrees 30 minutes East, 355.00 feet to an iron pin; thence North 25 degrees 00 minutes West, 41.06 feet to an iron pin in the southern right-of-way line of the Norfolk Southern Railroad; thence with said right-of-way line and a curve to the left having a radius of 916.00 feet, an arc length of 197.75 feet and a chord of North 52 degrees 00 minutes East, 197.37 feet to an iron pin; thence continuing with a curve to the left said curve having a radius of 18066.00 feet, an arc length of 99.46 feet and a chord of North 45 degrees 39 minutes East, 99.46 feet to an iron pin; thence continuing with a curve to the left, said curve having a radius of 1891.00 feet, an arc length of 174.36 feet and a chord of North 42 degrees 51 minutes East, 174.29 feet to an iron pin; thence North 40 degrees 13 minutes East, 455.18 feet to an iron pin; thence leaving the right-of-way line of the Norfolk Southern Railroad South 52 degrees 10 minutes East, 250.83 feet to a Pine; thence South 51 degrees 14 minutes East, 475.32 feet to a fence post; thence South 51 degrees 42 minutes East, 235.67 feet to an iron pin; thence South 57 degrees 41 minutes West, 541.80 feet to a pipe; thence South 42 degrees 27 minutes East, 178.20 feet to an iron pin; thence North 47 degrees 27 minutes East, 162.05 feet to an iron pin; thence South 41 degrees 59 minutes East, 209.87 feet to an iron pin; thence North 50 degrees 57 minutes East, 333.42 feet to an iron pin; thence North 31 degrees 21 minutes West, 25.40 feet to an iron pin; thence North 50 degrees 56 minutes East, 25.24 feet to an iron bar; thence South 26 degrees 19 minutes East, 470.09 feet to an iron pin; thence South 00 degrees 19 minutes West, 751.25 feet to an angle iron; thence South 00 degrees 07 minutes East, 141.12 feet to an iron pin; thence South 88 degrees 30 minutes East, 188.28 feet to an iron pin the POINT OF BEGINNING as shown

820

on a survey by Batson, Himes, Norvell & Poe dated October 28, 2002 revised November 19, 2002 and bearing drawing number 23,196-B-JM.

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$ 50.00 which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

J. Brundage
Alliant

Subscribed and sworn to before me this 14th day of Dec, 2002

Maria Smith
Registered Dealer

Order:
CLR #29-498.05

Person or Agency Responsible
for payment of Taxes

Name John Brundage & Jerry Brundage

Address 7600 Harrisburg Court
Knoxville, TN 37909



1. That it will furnish all wire and posts necessary to construct a lawful fence along the dividing line between the right of way of the Railway company for its main track running between Chattanooga and Knoxville, and the land of the party of the second part.

abutting the northerly side of said right of way, at or near Lenoir City, in the County of Loudon and State of Tennessee; said fence to run as follows:

Beginning at a point on the northerly boundary line of said right of way of the Railway Company, 65 feet northwesterly from the center line of said main track of the Railway Company measured at right angles from a point in said center line 460 feet west of milepost 158-A and running thence in a westerly direction along said right of way line, parallel with and at all points 65 feet northwesterly from the center line of said main track of the Railway Company, except as hereinafter provided, a distance of 324 feet, more or less;

it being understood that the right of way of the Railway Company for its said main track is sixty-five (65) feet in width on either side of the center line thereof; and being substantially as shown upon the blue print or drawing No. 9813, dated July 13, 1933, hereto annexed and made a part of this agreement.

2. That it will, upon request of the party of the second part, from time to time hereafter furnish all such wire and posts as may be necessary for the proper maintenance of said fences by the party of the second part, as hereinafter provided; PROVIDED, however, that the party of the second part shall, in each instance, serve upon the Railway Company notice, in writing, that the said fence is out of repair, and shall certify unto the Railway Company that such wire and posts are needed and the amount thereof which may be necessary to make the said repairs.

AND THE PARTY OF THE SECOND PART hereby covenants and agrees, in consideration of the foregoing covenants of the Railway Company,

3. That he will, at his own cost and expense, furnish all necessary labor, and will construct, in a workman like manner, such lawful fence upon and along the dividing line between the said right of way of the Railway Company and the said abutting land of the party of the second part, and shall fulfill the requirements of the law of Tennessee relating to lawful fences; and will, moreover, in like manner, furnish all necessary labor and will maintain the said fence at all times after the first construction thereof, in good order and repair and in same manner as to prevent stock from breaking through or crossing over or under the same; PROVIDED, however, that in the event the party of the second part is unable to construct said fence along said dividing or right of way line due to or because of the contour of said land, it is distinctly understood and agreed by the party of the second part that said fence shall be constructed on a convenient location beyond said dividing or right of way line, but in no event shall said fence at any point approach nearer to the center line of said main track of the railway Company than sixty-five (65) feet.

AND IT IS MUTUALLY COVENANTED AND AGREED:

4. That this agreement shall constitute a covenant running with the lands of the parties hereto, respectively, and shall be binding upon the heirs, successors, assigns and assigns of the parties hereto, as well as upon the parties themselves.

IN WITNESS WHEREOF, The Railway Company has caused these presents to be executed, and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, and the said party of the second part has hereunto subscribed his name and affixed his seal, the day and year first above written.

Attest: Guy E. Mauldin,

Assistant-Secretary.

By, E. E. Norris, Vice-President,
Southern Railway Company,
John Browder, (SEAL)

District of Columbia

City of Washington } ss Before me, Pearce Horne, Commissioner for the State of Tennessee, Washington, D.C. personally appeared E. E. Norris, and Guy E. Mauldin, with both of whom I am personally acquainted, and the said persons being by me first duly sworn, upon their oaths acknowledged themselves to be, and did state that they are, the Vice-President and Assistant Secretary, respectively, of Southern Railway Company, the within named bargainor, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said Southern Railway Company, and that they, as such Vice-President and Assistant Secretary, being thereunto duly authorized by the Board of Directors of said corporation, executed and sealed the foregoing instrument, for the purpose therein contained, by signing themselves as such Vice-President and Assistant Secretary, respectively, of said corporation; and the said E. E. Norris and Guy E. Mauldin, as Vice-President and Assistant Secretary, respectively, of the said Southern Railway Company, acknowledged the said instrument to be the free act and deed of said corporation.

Witness my hand and official seal at office in the City aforesaid, this 19 day of December 1933.

Pearce Horne,

Commissioner for the State of Tennessee, Washington, D.C.

State of Tennessee } ss

Loudon County }

Personally appeared before me M. G. Goodwin, a Notary Public for said County, John R. Browder, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and Notarial seal at office in Lenoir City, Tenn., this 20 day of Nov. 1933.

M. G. Goodwin, Notary Public (SEAL)

My Com. ex. April 4, 1936.

Register's Office

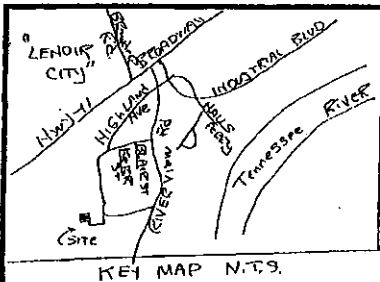
State of Tennessee, Loudon County.

Received for record this 27 day of Jan. 1934, at 8.50 A.M. Noted in Note Book C, page 236, and recorded in Deed Book No. 58, page 16, et seq.

Witness my hand,

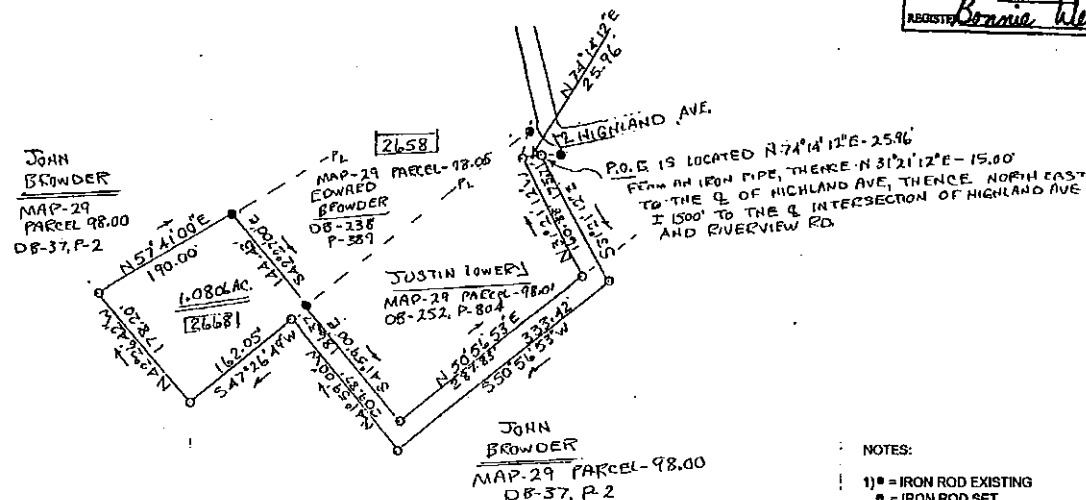
Register.

Last Dred in Dred book 253 page 265



MAR-DEED

STATE OF TENNESSEE, LOUDON COUNTY
 RECYCLING OFFICE
 THIS INSTRUMENT RECEIVED AT
 12:30 O'CLOCK P.M. OF THE
 11 DAY OF July 2000
 DULY CERTIFIED AND REGISTERED
 IN SAID OFFICE BY Notar Public
 NO. E Side 43 AND NOTED
 IN BOOK NO. X PAGE 29
 STATE TAX PD. \$
 CLERK FEE \$ 12.00
 REGISTER Donna Hear



NOTES:

- 1) = IRON ROD EXISTING
- 2) UTILITY AND DRAINAGE EASEMENTS OF 10.00 FEET INSIDE ALL LOT LINES, 10.00 FEET EASEMENT INSIDE ALL OUTSIDE BOUNDARY LINES AND ROAD LINES
- 3) SUBJECT TO ANY AND ALL RESTRICTIONS, COVENANTS, CONDITIONS, PLANNING COMMISSION ORDINATES, RIGHTS OF WAY AND ALL EASEMENTS AFFECTING SAID LAND.
- 4) CLT MAP 29 GROUP. PARCEL-98.00
- 5) DEED BOOK-37 PAGE-2
- 6) ZONING: R-1- RESIDENTIAL PART OF 98.00
- 7) BUILDING SETBACKS: FRONT-30.00' SIDE-15.00' REAR-25.00'
- 8) E-911 ADDRESS NUMBER NOTED AS 2658
- 9) DATE OF SURVEY: 6-19-2000
- 10) PART OF 1500 R.O.W FROM DB-252 P-804, OWNED BY JUSTIN LOWERY TO BE PURCHASED BY JOHN BROWDER



OWNER:
 JERRY BROWDER
 4075 HWY 11-W
 LENOIR CITY, TN 37771
 FOR NANCY JOHNSON
 2658 HIGHLAND AVE
 LENOIR CITY, TN 37771
 PHONE: 1-865-986-6350

SURVEYOR:
 HARRY E. FRASER
 983 POINT HARBOUR DR.
 LENOIR CITY, TN 37772
 PHONE: 1-885-988-1286

"Approved is hereby granted for this lot, defined as a Division of Jerry Browder Property in Lenoir City, Tennessee, as being suitable for subdivision (and) with the final or attached conditions. Prior to any construction of a dwelling, suitable as permanent, the plans for the most house structure must be approved and a \$500 permit issued by the Division of Comprehensive Planning. When type, materials, underground utilities and driveway should be located in the site property before construction is started. Curb, filling, or alteration of the soil conditions may void this approval."

Andrew L. Lintrell
 7-10-00
 Date

* Lot is suitable for subdivision (and) with the final or attached conditions. With proper direction, delivery and utility easements outside the main lot area, this lot can accommodate a structure and be used for business.

CERTIFICATION OF OWNERSHIP AND DEDICATION	CERTIFICATION OF ACCURACY	CERTIFICATION OF APPROVAL FOR RECORDING	CERTIFICATION OF STREETS	CERTIFICATION OF WATER SYSTEM	CERTIFICATION OF SUBSURFACE DISPOSAL	1-LOT SUBDIVISION FROM BROWDER FARM
This is to certify that the owner(s) of the property shown and described herein, hereby adopt this subdivision plan and dedicate all streets, alleys, walks, yards or other public ways and open space for public use as shown.	I certify that this plan and described herein, is a true and correct survey to the accuracy required by the regional planning commission and that no easements have been placed in shown herein, in the specification of the regional planning commission.	I certify that this plan has been based to comply with the subdivision requirements for the planning region, with the exception of such variations, if any, which are noted. All improvements have been located, or an acceptable survey ground to which to make completion. This plan is approved for recording in the office of the county register.	I certify that all streets and related improvements have been, or proposed for installation, fully meet the specifications established by the Regional Planning Commission.	I certify that the water supply system located, or proposed for installation fully meet the requirements of the Tennessee State Health Department, and is hereby shown.	Subdivision is approved for subsurface sewage disposal. Owner/developer shall obtain a permit from the Tennessee State Health Department or its representative a permit for each lot prior to any construction on the property. The permit shall require the developer to install and maintain the system of the primary and the secondary disposal system. Owner/developer shall not do any construction or installation (framing or filling) of the so designated primary and secondary disposal system without the prior approval of the County Health Department or its representative.	LENOIR CITY, TN. REGIONAL PLANNING COMMISSION TOTAL ACRES <u>6.0806</u> TOTAL LOTS <u>1</u> ACRES NEW ROAD <u>0.00</u> MILES NEW ROAD <u>0.00</u> OWNER <u>JERRY BROWDER</u> CIVIL DISTRICT <u>2</u> SURVEYOR <u>HARRY E. FRASER</u> CLOSURE ERROR <u>1 TO 44221</u> SCALE 1" = 100'
7-5-00 <u>Harry E. Fraser</u> Date Surveyor	7-22-00 <u>Harry E. Fraser</u> Date Registered Engineer/Surveyor	7-20-00 <u>Andrew L. Lintrell</u> Date Planning Commission	7-6-00 <u>Andrew L. Lintrell</u> Date City Engineer/Commissioner	7-5-00 <u>Andrew L. Lintrell</u> Date Utility System Manager/Engineer	Date Local Health Authority	

Received Sep-13-99 15:25

from CCITT 63 - CITY MANAGERS OFFICE

page 2

FROM : 09/13/1999 08:00

FOR NO. :

Feb. 31 1999 03:26PM P2

INST: 0002879401

RECEIVED: 09/16/1998 :

BONNIE WEAR

REGISTER OF DEEDS LOUDON CO. TN

Owner and Tax Responsibility:
Rick Bolinger Sr. and wife, Doris Bolinger

P.O. Box 764

Cathy Bolinger, Ten. 2774

QUIT CLAIM DEED

THIS INDENTURE, made this the 14th day of September, 1999, between MARVIN BOLINGER and wife, CATHY BOLINGER of Loudon County, TN, party of the first part, and RICK BOLINGER, SR. and wife, DORIS BOLINGER of Loudon County, TN, parties of the second part;

WITNESSETH, that the parties of the first part, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration not recited herein, to them in hand paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged, and do hereby QUIT CLAIM unto the party of the second part all of their right, title and interest in and to the following described premises:

SITUATED in the Second (2nd) Civil District of Loudon County, Tennessee, and identified on Tax Map 29 as parcel 109.0 in the Property Assessor's Office for Loudon County, Tennessee, and being more particularly described as follows:

BEGINNING at the western edge of Riverview Road at a corner with Samuel Davis (Deed Book 106, page 212), thence with the line of Davis North 64 deg. 11 min. West 183.16 feet to an existing 1/2" iron pipe in the line of John Browder; thence with the line of Browder as follows: North 00 deg. 10 min. West 150.05 feet, North 00 deg. 05 min. West 182.36 feet, North 00 deg. 18 min. East 751.05 feet, and North 00 deg. 18 min. East 650.48 feet to the southern edge of Highland Avenue; thence with the southern edge of Highland Avenue as follows: North 34 deg. 48 min. East 26.70 feet, North 83 deg. 21 min. East 15.56 feet, North 76 deg. 44 min. East 28.86 feet, North 92 deg. 20 min. East 321.39 feet, North 82 deg. 22 min. East 260.11 feet, and North 85 deg. 38 min. East 71.10 feet to a 1/2" rebar at the western edge of Riverview Road; thence with the western edge of Riverview Road as follows: South 13 deg. 14 min. West 176.10 feet; South 10 deg. 16 min. West 66.03 feet, South 09 deg. 35 min. West 69.66 feet, South 12 deg. 43 min. West 27.94 feet, South 16 deg. 20 min. West 33.33 feet, South 18 deg. 46 min. West 32.16 feet, South 24 deg. 04 min. West 26.34 feet, South 27 deg. 06 min. West 42.74 feet, South 29 deg. 52 min. West 113.05 feet, South 31 deg. 23 min. West 417.94 feet, South 32 deg. 18 min. West 90.53 feet, South 28 deg. 34 min. West 47.74 feet, South 23 deg. 43 min. West 52.85 feet, South 18 deg. 08 min. West 42.67 feet, South 14 deg. 23 min. West 44.09 feet, South 09 deg. 10 min. West 42.51 feet, South 05 deg. 35 min. West 51.17 feet, South 02 deg. 07 min. West 89.35 feet,

Tennessee. Marvin Bolinger is married to Cathy Bolinger and she joins in the signing of this instrument to convey any marital interest she may have acquired. SEE DEED Book 244 page 842.

Witnesses to the signing of the foregoing vesting covenant:

Received Sep-13-99 15:25

48

page 2.2

from CCHII 63 - CITY MANAGERS OFFICE extended

to the City of Chicago

1. Said property shall be used solely and only for residential purposes, single family dwellings only with a minimum of 1,000 square feet.

2. No unsightly objects, trash, or junk automobiles shall be allowed to be placed or remain on said premises.

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$ - 0 - , which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

11.10.99
Affiant

Subscribed and sworn to before me this the 16th day of Sept. 19 99

Bonnie

89/13/1999 09:05 4234816016

SETTLE

PAGE 02

3. No animals or fowls of any kind shall be kept on the premises other than cats and dogs, and neither of these

page 1

Feb. 01 1999 03:20

49

INST: 0002953401
RECEIVED: 10/06/1999
BONNIE WEAR
REGISTER OF DEEDS LOUDON CO. TN

444

OWNER AND TAXPAYER RESPONSIBILITY:

REK BOLINGER
DORIS ANN BOLINGER
P.O. Box 14
Carmichael, TN 37024

THE INSTRUMENT PREPARED BY:
MELODY D. MUSICK, Attorney
216 East Broadway, PO Box 444
Lenoir City, TN 37771

CORRECTION QUIT-CLAIM DEED

THIS INDENTURE, made this _____ day of _____, 1999, by and between MARVIN BOLINGER and wife, CATHY BOLINGER, of Fredricksburg, Virginia, Parties of the First Part, and RICK BOLINGER, SR and wife, DORIS BOLINGER, of Campbell County, Tennessee, Parties of the Second Part.

W I T N E S S E T H

That Parties of the First Part, for and in consideration of the sum of One Dollar (\$1.00), and other lawful consideration by and between Parties of the First Part, and Parties of the Second Part, not herein recited, the receipt of which is hereby acknowledged, do hereby QUITCLAIM all of their interest unto the said Parties of the Second Part, in the following described premises, to-wit:

THIS CORRECTION QUIT CLAIM DEED IS TO CORRECT THE PROPERTY DESCRIPTION AS RECORDED IN DEED BOOK 248, PAGE 47, LOUDON COUNTY REGISTERS OFFICE.

SITUATED in the Second (2nd) Civil District of Loudon County, Tennessee, and identified on Tax Map 29 as Parcel 109.03 in the Property Assessor's Office for Loudon County, Tennessee, and being more particularly described as follows:

BEGINNING at the Western edge of Riverview Road at a corner with Samuel Davis (Deed Book 106, page 212); thence with the line of Davis North 84 deg. 11 min. West 183.16 feet to an existing 4" iron pipe in the line of John Browder; thence with the line of Browder as follows: North 00 deg. 10 min. West 150.05 feet, North 00 deg. 05 min. West 182.26 feet, North 00 deg. 18 min. East 751.05 feet, and North 00 deg. 18 min. East 650.48 feet to the southern edge of Highland Avenue; thence with the southern edge of Highland Avenue as follows: North 54 deg. 48 min. East 26.70 feet, North 69 deg. 21 min. East 15.56 feet, North 76 deg. 44 min. East 28.86 feet, North 82 deg. 20 min. East 321.39 feet, North 82 deg. 22 min. East 260.31 feet, and North 85 deg. 55 min. East 71.10 feet to a 4" rebar at the western edge of Riverview Road; thence with the western edge of Riverview Road as follows: South 13 deg. 14 min. West 176.10 feet; South 10 deg. 36 min. West 66.03 feet, South 09 deg. 35 min. West 69.66 feet, South 12 deg. 43 min. West 27.94 feet, South 16 deg. 20 min. West 33.33 feet, South 19 deg. 46 min. West 32.16 feet, South 24 deg. 04 min. West 26.34 feet, South 27 deg. 06 min. West 42.74 feet, South 29 deg. 52 min. West 113.05 feet, South 31 deg. 23 min. West 47.84 feet, South 32 deg. 35 min. West 90.53 feet, South 28 deg. 34 min. West 42.67 feet, South 14 deg. 23 min. West 52.85 feet, South 18 deg. 08 min. West 42.51 feet, South 05 deg. 35 min. West 53.17 feet, South 02 deg. 07 min. West 69.35 feet, South 00 deg. 25 min. West 144.51 feet, South 00 deg. 52 min. West 189.98 feet, and South 01 deg. 32 min. West 199.72 feet to the point of BEGINNING, containing 15.47 acres, according to the survey of Luther D. Hayes, XLS #1456, dated 1-21-99.

This property is SUBJECT to the following restrictive covenants as recorded in Deed Book 248, Page 47 as recorded in Loudon County Register's Office:

1. Said property shall be used solely and only for residential purposes, single family dwellings only with a minimum of 1,000 square feet.
2. No unsightly objects, trash, or junk automobiles shall be allowed to be

PAGE 1 OF 2 PAGES

STATE OF TENNESSEE LOUDON COUNTY REGISTERS OFFICE
THIS INSTRUMENT RECEIVED AT 9:08 A.M. OF THE 5 DAY OF OCT. 1999
DEED BOOK NO. 248 PAGE 444
EXEMPT
PAGE 175 STATE TAX PAID
REGISTER
444

placed or remain on said premises.

3. No animals or fowls of any kind shall be kept on the premises other than cats and dogs, and neither of these shall be kept in numbers for the purpose of sale.

4. No noxious or offensive trade or activity shall be allowed on the premises.

5. No trailers, double wide structures or other manufactured homes of any type shall be allowed.

6. No premises shall be used for a federal, state, county or city housing project.

7. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages enforceable by the grantor herein, her heirs or assigns.

SEE ALSO Restrictions, Covenants, Limitations, and Easements in Deed Book 244, Page 842 as recorded in London County Register's Office.

BEING the same property conveyed to Rick Bolinger, Sr., and wife, Doris Bolinger by Quit Claim Deed dated September 14, 1999, from Marvin Bolinger and wife, Cathy Bolinger, as recorded September 16, 1999, in Deed Book 248, Page 47, London County Register's Office. See also Deed Book 244, Page 842, London County Register's Office.

PROPERTY ASSESSOR'S REFERENCE: Map 29, Parcel 109.03

PROPERTY ADDRESS: Riverview Road
Lenoir City, TN 37771

THE PREPARER OF THIS INSTRUMENT MAKES NO REPRESENTATION AS TO THE ACCURACY OF THE DESCRIPTION AS THIS DESCRIPTION WAS TAKEN FROM THE LAST DEED OF RECORD IN DEED BOOK 244, PAGE 842. NO NEW SURVEY WAS REQUESTED.

IN WITNESS WHEREOF, the said Parties of the First Part have hereunto set their hands and seals the day and year first above written.

Marvin Bolinger
MARVIN BOLINGER

Cathy Bolinger
CATY BOLINGER

STATE OF VIRGINIA
County of Flanders

Personally appeared before me, the undersigned authority, a Notary Public in said County and State, the within named Marvin Bolinger and wife, CATY BOLINGER, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 15th day of October, 1999.

My Commission Expires:

10-31-2002

STATE OF TENNESSEE)
COUNTY OF LOUDON)

I, or we, hereby swear or affirm the actual consideration for this transfer, or value of the property transferred, whichever is greater, is \$0.00, which amount is equal to or greater than the amount which the property transferred would command at a fair, voluntary sale.

Sworn and subscribed to before me this _____ day of _____, 1999.

My Commission Expires: _____

NOTARY PUBLIC

WARRANTY DEED

THIS INDENTURE, made this 16th day of March, A.D. 1999, between ARETA CLUXTON DAVIS, of Loudon County in the State of Tennessee, Party of the FIRST PART, and RICK BOLINGER, SR. and wife, DORIS BOLINGER and MARVIN BOLINGER, of Loudon County, Tennessee, Party of the SECOND PART.

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the sum of Ten (\$10.00) Dollars, and other lawful considerations not herein recited, to her in hand paid by said parties of the SECOND PART, the receipt of which is hereby acknowledged has granted, bargained, sold, conveyed, and does hereby grant, bargain, sell and convey unto the said parties of the SECOND PART, the following described premises, to wit:

SITUATED in the Second (2nd) Civil District of Loudon County, Tennessee, and being more particularly described as follows:

BEGINNING at the western edge of Riverview Road at a corner with Samuel Davis (Deed Book 106, page 212); thence with the line of Davis North 84 deg. 11 min. West 183.16 feet to an existing $\frac{1}{4}$ " iron pipe in the line of John Browder; thence with the line of Browder as follows: North 00 deg. 10 min. West 150.05 feet, North 00 deg. 05 min. West 182.26 feet, North 00 deg. 18 min. East 751.05 feet, and North 00 deg. 18 min. East 650.48 feet to the southern edge of Highland Avenue; thence with the southern edge of Highland Avenue as follows: North 54 deg. 48 min. East 26.70 feet, North 69 deg. 21 min. East 15.56 feet, North 76 deg. 44 min. East 28.86 feet, North 82 deg. 20 min. East 321.39 feet, North 82 deg. 22 min. East 260.31 feet, and North 85 deg. 55 min. East 71.10 feet to a $\frac{1}{4}$ " rebar at the western edge of Riverview Road; thence with the western edge of Riverview Road as follows: South 13 deg. 14 min. West 176.10 feet; South 10 deg. 36 min. West 66.03 feet, South 09 deg. 35 min. West 69.66 feet, South 12 deg. 43 min. West 27.94 feet, South 16 deg. 20 min. West 33.33 feet, South 19 deg. 46 min. West 32.16 feet, South 24 deg. 04 min. West 26.34 feet, South 27 deg. 06 min. West 42.74 feet, South 29 deg. 52 min. West 113.05 feet, South 31 deg. 23 min. West 417.84 feet, South 32 deg. 35 min. West 90.53 feet, South 28 deg. 34 min. West 47.74 feet, South 23 deg. 43 min. West 52.85 feet, South 18 deg. 08 min. West 42.67 feet, South 14 deg. 23 min. West 44.09 feet, South 09 deg. 10 min. West 42.51 feet, South 05 deg. 35 min. West 53.17 feet, South 02 deg. 07 min. West 69.35 feet, South 00 deg. 25 min. West 144.51 feet, South 00 deg. 52 min. West 189.98 feet, and South 01 deg. 32 min. West 199.72 feet to the point of BEGINNING, containing 15.47 acres, according to the survey of Luther D. Hayes, RLS #1456, dated 1-21-99.

THIS BEING a part of the same property conveyed to John T. Davis by deed which is duly recorded in the Register's Office for Loudon County, Tennessee, in Deed Book 43, page 126. John Davis is deceased, having died testate, his Will being of record in the County Court Clerk's Office for Loudon County, Tennessee, in Will Book D, page 99, leaving as his sole heir at law, his widow, the grantor herein. Samuel Robert Davis executes this deed for his mother under a power of attorney of record in the Register's Office for Loudon County, Tennessee, in Deed Book 457, page 802.

This property is a part of the same property as that shown on Tax Map 29, Parcel 109.0, which is of record in the Property Assessor's Office for Loudon County, Tennessee.

This property is SUBJECT to the following restrictive covenants:

1. Said property shall be used solely and only for residential purposes, single family dwellings only with a minimum of 1,000 square feet.
2. No unsightly objects, trash, or junk automobiles shall be

INST: 0002191701
RECEIVED: 03/30/1999
BONNIE WEAR
REGISTER OF DEEDS LOUDON CO. TN

3. allowed to be placed or remain on said premises. No animals or fowls of any kind shall be kept on the premises other than cats and dogs, and neither of these shall be kept in numbers for the purpose of sale.
4. No noxious or offensive trade or activity shall be allowed on the premises,
5. No trailers, double wide structures of other manufactured homes of any type shall be allowed.
6. No premises shall be used for a federal, state, county or city housing project.
7. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages enforceable by the grantor herein, her heirs or assigns.

With the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to Homestead and Dower therein. TO HAVE AND TO HOLD the said premises to the said parties of the SECOND PART, their heirs and assigns forever.

And the said party of the FIRST PART for her Heirs, Executors and Administrators does hereby covenant with the said parties of the SECOND PART, her heirs and assigns that she is lawfully seized in fee simple of the premises above conveyed and she has full power, authority and right to convey the same, that said premises are free from all encumbrances and that she will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the FIRST PART has hereunto set her hand and seal the day and year first above written.

ARETA CLUXTON DAVIS
By: *Samuel Robert Davis* POA
Samuel Robert Davis,
Attorney In Fact

STATE OF TENNESSEE }
COUNTY OF LOUDON

On this 29th day of March, 1999, before me personally appeared SAMUEL ROBERT DAVIS, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of ARETA CLUXTON DAVIS (aka ARETA C. DAVIS), and who acknowledged that he executed the same as the free act and deed of ARETA CLUXTON DAVIS.

Janne a Danner
NOTARY PUBLIC
My Comm. Expires: 8/7/2002

I hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is greater, is \$40,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

V. Lett only

AFFIANT

Subscribed and sworn to before me this the 29th day of March, 1999.

Janne a Danner
NOTARY PUBLIC
My Commission Expires: 8/7/2002

Person Responsible for Payment of Taxes: Rick Bolinger, Sr.
Address: PO Box 912 Sweetwater TN 37874

STATE OF TENNESSEE LOUDON COUNTY REGISTERS OFFICE

THIS INSTRUMENT RECEIVED AT 8:46 A.M. OF THE 30 DAY OF MARCH 1999

DAILY CERTIFIED AND REGISTERED IN SAID OFFICE AT 11:44 P.M.

AND NOTED IN BOOK NO W PAGE 12 STATE TAX NO 1492

FEE PAID 10.00 *Bonnie Wear* REGISTER

843

INSTR: 0003031101
RECEIVED: 10/26/1999
REGISTER OF DEEDS LOUDON CO. TN

OWNER & TAXPAYER RESPONSIBILITY:
JERRY F. BROWDER
JOHN R. BROWDER
4071 Highway 11 West
Lynch City, TN 37771

880

THIS INSTRUMENT PREPARED BY:
HARVEY L. SPRICOLL, Attorney
306 East Broadway
Lynch City, TN 37771
(423) 885-8064

WARRANTY DEED

THIS INSTRUMENT, made this 26th day of October, A.D., 1999,
between RICK BOLINGER, SR., and wife, DORIS BOLINGER, of Campbell County,
Tennessee, Parties of the First Part, and JERRY F. BROWDER and wife, LA VAUN M.
BROWDER, of Loudon County, Tennessee, and JOHN R. BROWDER and wife, BETTY L.
BROWDER, of Knox County, Tennessee, and MAJORIE B. WILLIAMS, single, of Myrtle
Beach, South Carolina, Parties of the Second Part.

W I T N E S S E T H

That the said Parties of the First Part, for and in consideration
of the sum of One Dollar (\$1.00), and other good and valuable considerations not
herein recited, to them in hand paid by the said Parties of the Second Part, the
receipt of which is hereby acknowledged, have granted, bargained, sold and
conveyed and do hereby grant, bargain, sell and convey, unto the said Parties of
the Second Part, their heirs and assigns forever, the following described
premises, to-wit:

SITUATED in the Second (2nd) Civil District of Loudon County, Tennessee, and being known and designated as Lots 1
and 2 of Riverview Village, as more particularly described and shown by Plat Cabinet E, Slides 9 and 10, Loudon County
Register of Deeds; said property being bounded and described as shown on Plat of aforesaid addition to which Map specific
reference is hereby made for a more particular description.

This property is SUBJECT to the following restrictive covenants as recorded in Deed Book 248, Page 47 as recorded
in Loudon County Register's Office:

- 1.) Said property shall be used solely and only for residential purposes, single family dwellings only
with a minimum of 1,000 square feet.
- 2.) No unsightly objects, trash, or junk automobiles shall be allowed to be placed or remain on said
premises.
- 3.) No animals or fowls of any kind shall be kept on the premises other than cats and dogs, and
neither of these shall be kept in numbers for the purpose of sale.
- 4.) No noxious or offensive trade or activity shall be allowed on the premises.
- 5.) No trailers, double wide structures or other manufactured homes of any type shall be allowed.
- 6.) No premises shall be used for a federal, state, county or city housing project.
- 7.) Enforcement shall be by proceedings at law or in equity against any person or persons violating
or attempting to violate any covenant either to restrain violation or to recover damages
enforceable by the grantor herein, her heirs or assigns.

See also Restrictions, Covenants, Limitations, and Easements in Deed Book 244, Page 842 as recorded in Loudon County
Register's Office.

BEING part of the same property conveyed to Rick Bolinger, Sr., and wife, Doris Bolinger, by Correction Quit Claim Deed
from Marvin Bolinger and wife, Cathy Bolinger, as recorded October 5, 1999, in Deed Book 248, Page 444, Loudon County
Register's Office. See also Deed Book 248, Page 47 and Deed Book 244, Page 842, Loudon County Register's Office.

STATE OF TENNESSEE LOUDON COUNTY REGISTER'S OFFICE

THIS INSTRUMENT RECEIVED AT 8:00 O'CLOCK P.M. OF THE 26th DAY OF Oct. 1999
DULY CERTIFIED AND REGISTERED IN SAID OFFICE IN DEEDBOOK NO. 248 PAGE 880
AND NOTED IN BOOK NO. W PAGE 192 STATE TAX PAID \$ 106.75

Fee \$ 10.00 Bonnie Wear REGISTER

PROPERTY ASSESSOR'S REFERENCE: Map 23L, Group A, Parcels 1.00 and 2.00
(Map 29 Part of Parcel 109.03)

PROPERTY ADDRESS: Riverview Road
Leotie City, TN 37771

THE PREPARER OF THIS INSTRUMENT MAKES NO REPRESENTATION AS TO THE ACCURACY OF THE DESCRIPTION AS THIS DESCRIPTION WAS TAKEN FROM THE RECORDED PLAT(S) - CABINET E, SLIDES 9 AND 10, LOUDON COUNTY REGISTER OF DEEDS. NO NEW SURVEY WAS REQUESTED.

TO HAVE AND TO HOLD the said premises to the said Parties of the Second Part, their heirs and assigns forever.

And the said Parties of the First Part for themselves and for their Heirs, Executors and Administrators, do hereby covenant with the said Parties of the Second Part, their heirs and assigns, that they are lawfully seized in fee simple of the premises above conveyed, and have full power, authority and right to convey the same, that said premises are free from all encumbrances, EXCEPT any matters of public record, and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Parties of the First Part have hereunto set their hands and seals the day and year first above written.

Rick Bollinger, Sr. (L.S.)
RICK BOLLINGER, SR.

Doris Bollinger (L.S.)
DORIS BOLLINGER

STATE OF TENNESSEE)
COUNTY OF LOUDON)

Personally appeared before me, the undersigned Notary Public, the within named Bargainors, RICK BOLLINGER, SR. with whom I am personally acquainted, and who acknowledged to me that they executed the within instrument for the purposes therein contained.

1999.

My Commission Expires:
8/7/2002

WITNESS my hand and official seal at office this 22nd day of June

Sherry Phillips
SHERY PHILLIPS, Notary Public

STATE OF TENNESSEE)
COUNTY OF Campbell)

Personally appeared before me, the undersigned Notary Public, the within named Bargainors, DORIS BOLLINGER with whom I am personally acquainted, and who acknowledged to me that they executed the within instrument for the purposes therein contained.

1999.

My Commission Expires: 11/24/2001

WITNESS my hand and official seal at office this 21 day of November, A.D., 1999.

Sherry Phillips
SHERY PHILLIPS, Notary Public

STATE OF TENNESSEE)
COUNTY OF LOUDON)

I, or we, hereby swear or affirm that the actual consideration for the transfer, or value of the property transferred, whichever is greater, is \$28,600.00, which amount is equal to or greater than the amount which the property transferred would command at a fair, voluntary sale.

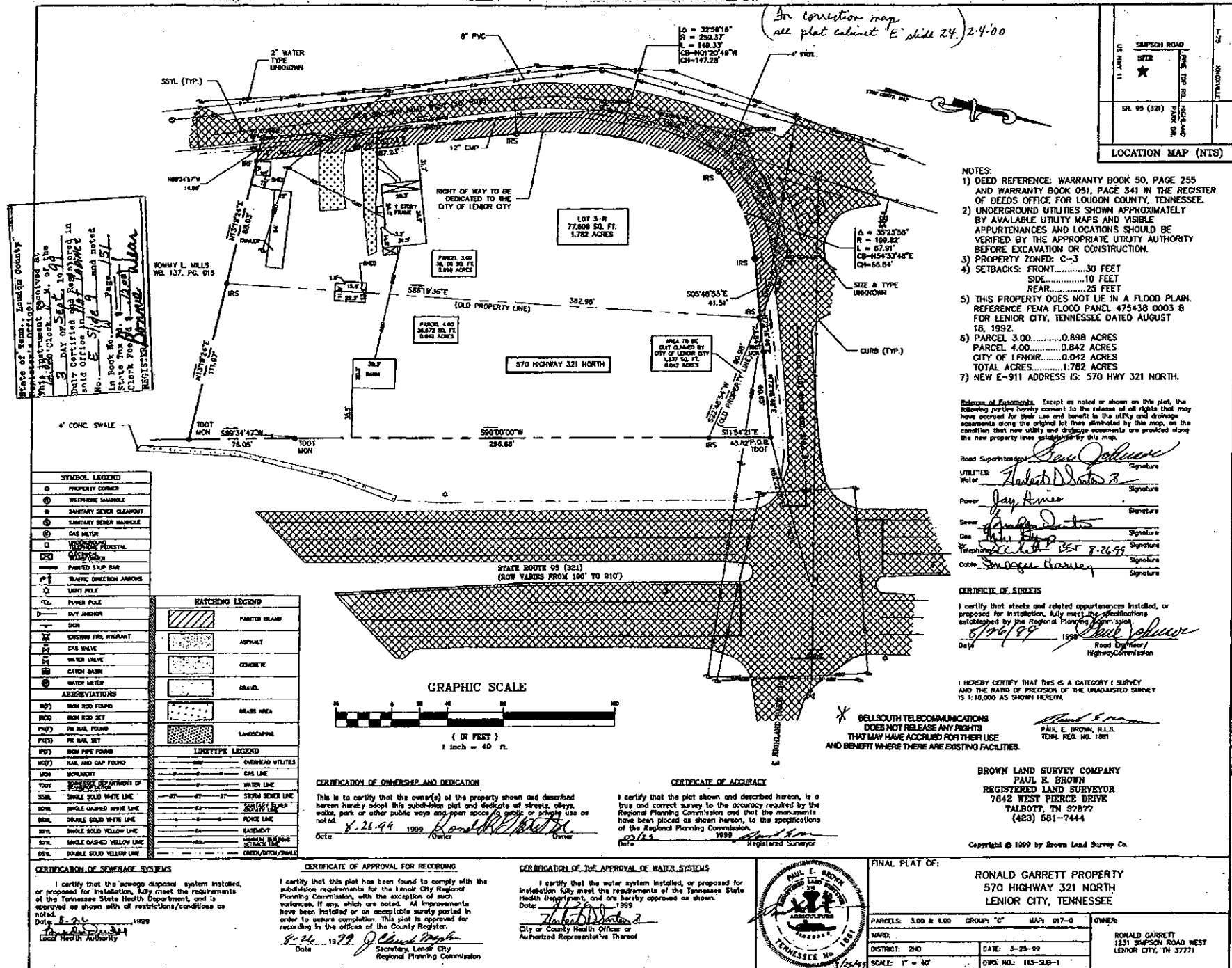
Subscribed and sworn to before me this 22nd day of October, A.D., 1999.

My Commission Expires:

August 7, 2002

Sherry Phillips
SHERY PHILLIPS, Notary Public

Cab-E/9



OWNER: BOLLINGER
RICK BOX 912
SWEETWATER, TN 37874
423-337-7217

RIVERVIEW VILLAGE
2ND CIVIL DISTRICT
LOUDON COUNTY, TN
DEED BOOK REFERENCE:
A PORTION OF DB 43 PG 126
Total Acreage = 15.47 Acres

CERTIFICATION OF OWNERSHIP AND DEDICATION

This is to certify that the owner(s) of the property shown and described herein hereby adopt this subdivision plat and dedicate all streets, alleys, paths, ditches or other public ways and open space to public or private use as shown.

6-25-1999 Beth Bollinger
Date Owner

CERTIFICATION OF APPROVAL OF WATER SYSTEMS

I certify that the water system installed, or proposed for installation, fully meet requirements of the Tennessee State Health Department, and is hereby approved.

6-23-1999 Steve Hest
Date City or County Health Officer or his authorized representative

CERTIFICATION OF SEWERAGE SYSTEM

I certify that the sewage disposal system installed, or proposed for installation, fully meet the requirements of the Tennessee State Health Department, and is hereby approved. If no restrictions/conditions as noted that require it to be applicable.

6-23-1999 Steve Hest
Date Local Health Authority

CERTIFICATE OF APPROVAL FOR RECORDING

I certify that this plat has been found to comply with the requirements of the Tennessee State Health Department, and is hereby approved. If any, which are noted, have been installed or on acceptable surety posted in order to ensure compliance with the requirements of the Tennessee State Health Department. This plat is approved for recording in the office of the County Register.

6-23-1999 Steve Hest
Date Secretary, Regional Planning Commission

CERTIFICATION OF STREETS

I certify that streets and related opportunities installed, or proposed for installation, fully meet the specifications established by the Regional Planning Commission.

6-23-1999 Steve Hest
Date Road Engineer/Highway Commission

CERTIFICATE OF ACCURACY

I certify that the plat shown and described herein, is a true and correct copy of the original survey, and is hereby approved by the Regional Planning Commission and their authorized representative.

6-23-1999 Steve Hest
Date Registered Engineer/Surveyor

NOTES:
THE OWNER REQUESTS A VARIANCE ON LOTS ONE THROUGH SIX TO BE LESS THAN THE MINIMUM LOT SIZE. THE VARIANCE IS JUSTIFIED BECAUSE OF PUBLIC SERVICE BEING PROVIDED.

THE OWNER HAS ALSO FILED FOR A ZONING CHANGE ON LOTS ONE THROUGH SIX.

--- CENTERLINE OF ROAD

● - ORIGINAL SURVEY CORNER

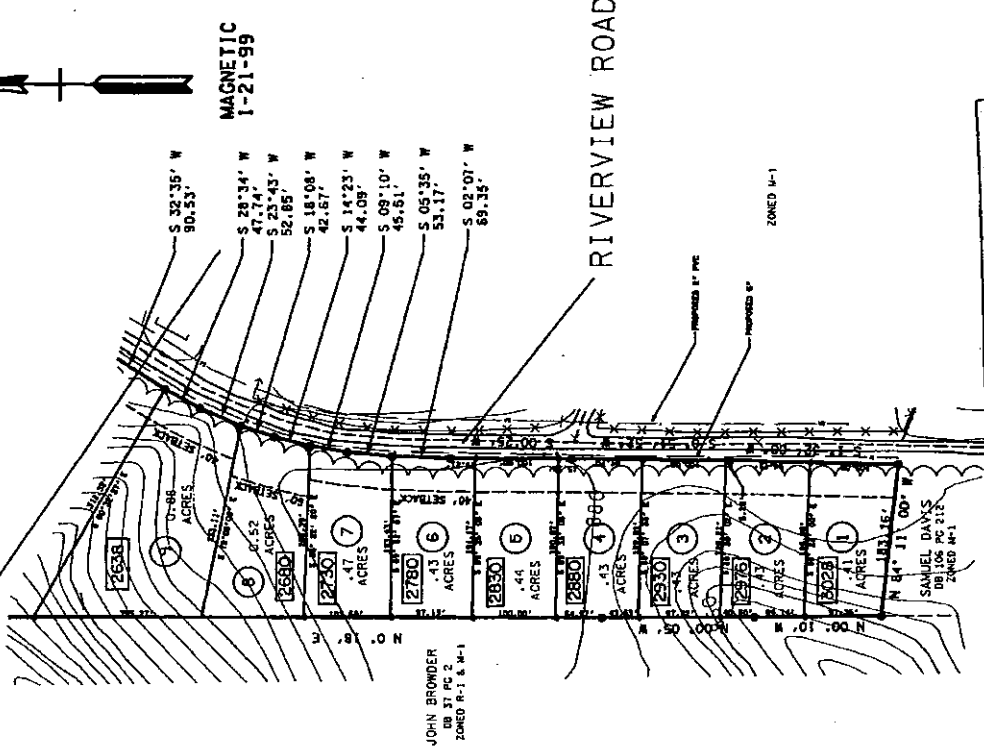
○ - PROPOSED LOT CORNER

GRAPHIC SCALE - FEET
100 0 100 200 300

CONTOUR INTERVAL - 4 FEET

LOCATION MAP
SCALE: 1" = 2,000'

MATCH LINE A



State of Tenn., Loudon County
Register's Office
This instrument is the
only one of such kind
only certified and registered in
said office in accordance
with the provisions of the
Act in Book No. 1, Page 154
State Tax Fee \$10.00
Clerk Fee \$1.00
REGISTERED

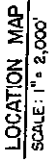


L. I. SMITH & ASSOCIATES, INC.
ENGINEERS & SURVEYORS

302 N. Caldwell St.
P.O. Box 38242
10 Lafayette Street
Spartanburg, SC 29576-0242
TN 1-800-334-3076 FAX 1-800-444-0087

OWNER: BOLLINGER
ORIO BOX 912
RIOBLOTTA, TN 37874
PLSWEET-337-7217
423

State of Tenn., Loudon County
 District Office
 This document received at
 11:50 O'clock P.M. of the
 9 DAY of Sept. 19 94
 and Certified and Registered in
 said Office in presence of
 No. E. J. 10 and noted
 in Book No. 11 Page 154
 Done this 13th day of
 September 1994
 Registrar General *Wear*



ZONED R-1

CERTIFICATION OF OWNERSHIP AND DEDICATION

This is to certify that the owner(s) of the property shown and described hereon hereby adopt this subdivision plat and dedicate all streets, alleys, walks, park or other public ways and open space to public or private use as noted.

● 1000

CERTIFICATION OF APPROVAL OF WATER SYSTEMS

I certify that the water system installed, or proposed for installation fully meet requirements of the Tennessee State Health Department, and is hereby approved shown.

60-23-94, 19
Date

City or County Health Officer or
his Authorized Representative

CERTIFICATION OF SEWERAGE SYSTEM

I certify that the sewage disposal system installed, or proposed for installation, fully meet the requirements of the Tennessee State Health Department and is approved as shown with all restrictions/conditions as noted (not required if 4b is applicable)

Date 6-23, 1999

Local Health Authority

CERTIFICATE OF APPROVAL FOR RECORDING

I certify that this plat has been found to comply with the subdivision requirements for the planning region, with the exception of such variances, if any, which are noted. All improvements have been installed or an acceptable surety posted in order to assure completion. This plat is approved for recording in the office of the County Registrar.

W. H. Clark, Registrar

Date _____

Secretary, Regional Planning Commission

ELEV. = 119.25'

CERTIFICATION OF STREETS

I certify that streets and related appurtenances installed, or proposed for installation, fully meet the specifications established by the Regional Planning Commission.

6/26/99
1999
D61e
Road Engineer/Highway Commission
Palmer

CERTIFICATE OF ACCURACY

I certify that the plot shown and described herein, is a true and correct survey to the accuracy required by the Regional Planning Commission and that monuments have been placed as shown herein, to the specifications of the Regional Planning Commission.

June 14, 1999 *James P. Brink*
Date Registered Engineer/Surveyor

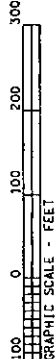
Registered Engineer/Surveyor



----- - CENTERLINE OF ROAD

② - Original boundary corners

A - PROPOSED LOT COVERAGES

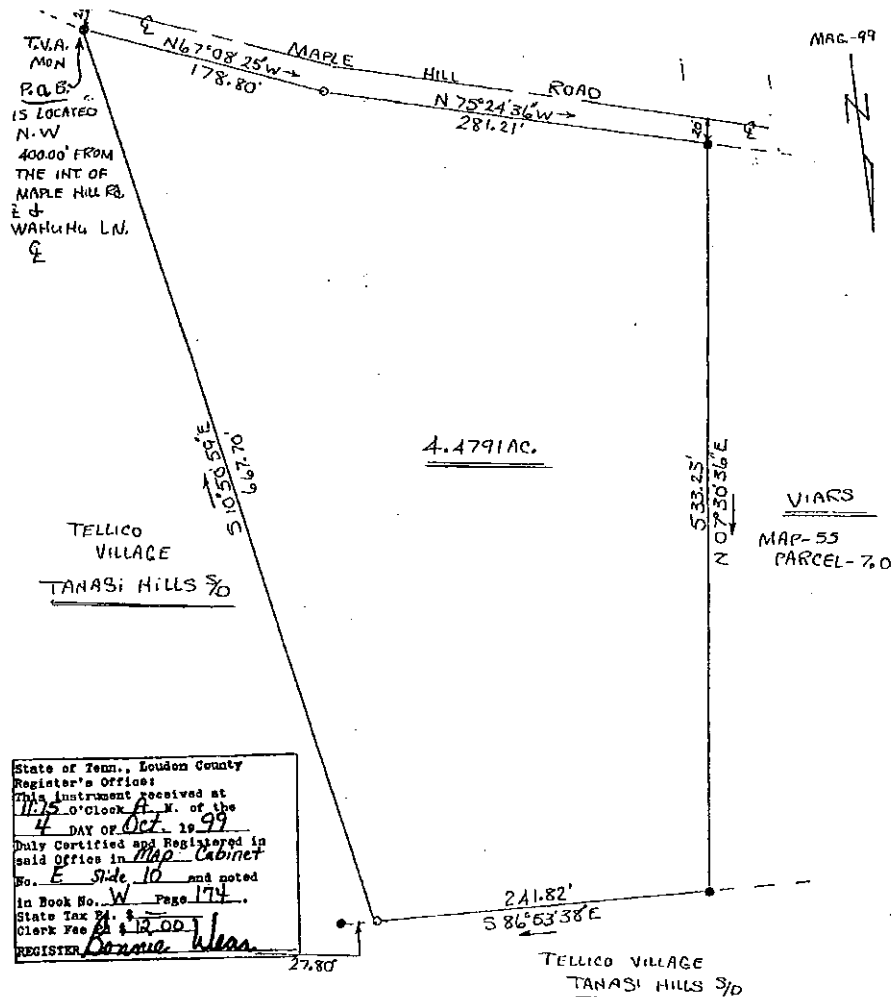


CONTOUR INTERVAL - 4 FEET



L. I. SMITH & ASSOCIATES, INC.
ENGINEERS • SURVEYORS

302 N. Caldwell St.
Paris, Tennessee 38242
110 Lafayette St.
Starkeville, MS 39760-1278
TN 1-801-644-3014 WATS 1-800-247-8847
MS 1-801-324-3978 FAX 1-801-844-0108



State of Tenn., Loudon County
Register's Office:
This instrument received at
11:50 o'clock A.M. of the
4 DAY OF Oct. 19 99
Duly Certified and Registered in
said Office in Map Cabinet
No. E Side 10 and noted
in Book No. W Page 174.
State Tax \$1.80
Clerk Fee \$1.00
REGISTER *Bonnie Wren*

I HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR
UNDER THE LAWS OF THE STATE OF TENNESSEE AND THAT I HAVE
SURVEYED THE HEREON PLATTED PROPERTY & THE PLAT CORRECTLY
HENCE RESULTS OF SAID SURVEY & IS TRUE AND CORRECT TO
THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF AND THAT
THE SURVEY MEETS CLASS II ACCURACY SPECIFICATIONS.
Acc. 1 To 18,535 UNADJ

SPAL. R.L.S.# 1136
LEGEND
● — Iron Rod Old
① — Iron Rod New
② — Sewer
③ — Water
Sq. Ft.
Acres 4.4791

PROPERTY OF:
SURVEY FOR:
SCOTT FRANKS
4670 ZION RIDGE RD
LOUDON, TN. 37774
PL 158-0413
LOT N/A BLOCK SUBDIVISION N/A
DISTRICT 1 COUNTY LOUDON
CITY OF STATE TN
TAX MAP 55 PARCEL 18-10 GROUP DEBU BOOK PAGE
Scale: 1"=60' Date: 2-16-99 Drawn: H27
Deed Book 247 DANNY E. FRASER
page 712 983 POINT HARBOR DRIVE
LEBOIR CITY, TN 37172
(615) 986-1286

CERTIFICATION OF OWNERSHIP AND REGISTRATION
THIS IS TO CERTIFY THAT THE OWNERSHIP OF THE
PROPERTY SHOWN AND DESCRIBED HEREON, HEREIN
SHOWN, AND SHOWN TO BE THE PROPERTY OF THE
OWNER, AND THAT THE PROPERTY IS NOT SUBJECT TO
ANY OTHER INTERESTS, RIGHTS, OR CLAIMS.
DATE: 1/16/00 BY: *Bonnie Wren*

CERTIFICATION OF SURVEY
I CERTIFY THAT ALL SURVEY AND RELATED APPROPRIATIONS
MADE FOR THE PURPOSES OF THE REGIONAL PLANNING
COMMISSION, INCLUDING THE REGIONAL PLANNING
COMMISSION, ARE IN ACCORDANCE WITH THE
COMMISSION'S POLICY AND STANDARDS.
DATE: 1/16/00 BY: *Bonnie Wren*

CERTIFICATION OF WATER SYSTEM
I CERTIFY THAT THE WATER SUPPLY SYSTEM, INCLUDING THE
WATER TREATMENT PLANT, IS IN ACCORDANCE WITH THE
COMMISSION'S POLICY AND STANDARDS.
DATE: 1/16/00 BY: *Bonnie Wren*

CERTIFICATION OF SEWERS
I CERTIFY THAT THE SEWER SYSTEM, INCLUDING THE
SEWER TREATMENT PLANT, IS IN ACCORDANCE WITH THE
COMMISSION'S POLICY AND STANDARDS.
DATE: 1/16/00 BY: *Bonnie Wren*

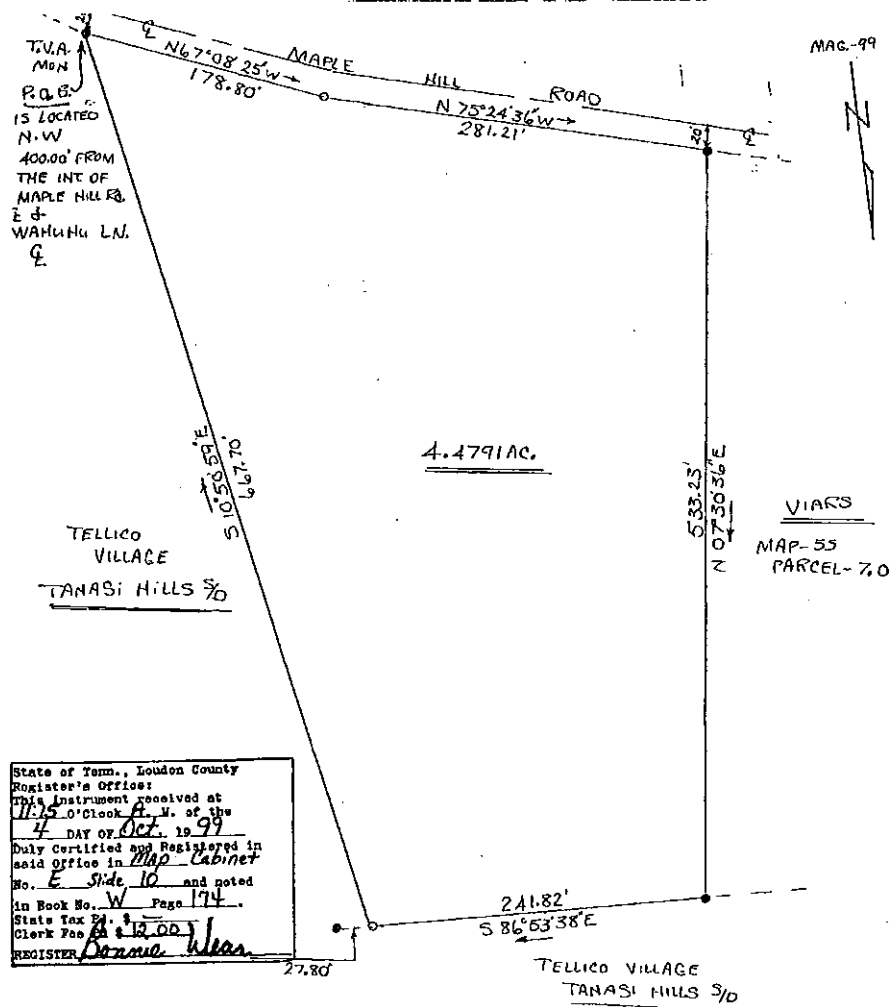
CERTIFICATION OF APPROVAL FOR RECORDING
I CERTIFY THAT THIS PLAT HAS BEEN REVIEWED TO COMPLY
WITH THE SUBDIVISION REQUIREMENTS FOR THE PLANNING
COMMISSION, AND THAT THE PLAT IS IN ACCORDANCE WITH
THE COMMISSION'S POLICY AND STANDARDS.
DATE: 1/16/00 BY: *Bonnie Wren*

STATE OF TENNESSEE LOUDON COUNTY REGISTER'S OFFICE
THIS INSTRUMENT RECEIVED AT 11:50 O'CLOCK A.M. OF THE 4 DAY OF OCT. 19 99
DAILY CERTIFIED AND REGISTERED IN SAID OFFICE IN MAP CABINET NO. E SIDE 10
AND NOTED IN BOOK NO. W PAGE 174. STATE TAX \$1.80 CLERK FEE \$1.00
REGISTER *Bonnie Wren*

WATER IS AVAILABLE
ZONING: C-1
CLT NO. 18 PAR. 78
WD BOOK 230 PAGE 835

OWNER: BRUCE ARP
6859 HWY 411 S.
GREENBACK, TN 37742

PROPERTY OF BRUCE ARP
REGIONAL PLANNING COMMISSION
TOTAL ACRES: 93
OWNER: BRUCE ARP
SURVEYOR: STANLEY E. HINDS
HINDS & PATTERSON SURVEYING CO.
4601 CHAMBERS AVE. KNOXVILLE, TN 37919
PH. 588-8799 FAX. 558-8328



State of Tenn., Loudon County
 Register's Office:
 This instrument received at
 11:45 O'Clock A.M. of the
 4 DAY OF Oct. 19 99
 Duly Certified and Registered in
 said Office in Map Cabinet
 No. E Side 10 and noted
 in Book No. W Page 174.
 State Tax Pay \$12.00
 Clerk T. J. [Signature]
 REGISTER [Signature]

I HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR
 UNDER THE LAWS OF THE STATE OF TENNESSEE AND THAT I HAVE
 SURVEYED THE HEREON PLATTED PROPERTY & THE PLAT CORRECTLY
 SHOWS RESULTS OF SAID SURVEY & IS TRUE AND CORRECT TO
 THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF AND THAT
 THE SURVEY MEETS CLASS II ACCURACY SPECIFICATIONS.

Acc. 1 TO 18,535 UNARS

SPAL. R.L.S. 1156

MARY E. FRASER
 SURVEYOR
 TENNESSEE NO. 1156

LEGEND

- — Iron Rod Old
- — Iron Rod New
- ③ — Sawar
- ④ — Water

Sq. Ft. _____
 Acres 4.4791

PROPERTY OF:
SURVEY FOR:
SCOTT FRANKS
4670 ZION RIDGE RD
LOUDON TN. 37774
PL 158-0413

LOT N/A BLOCK SUBDIVISION N/A
 DISTRICT 1 COUNTY LOUDON
 CITY OF STATE TN
 TAX MAP 55 PARCEL 18-10 GROUP DEED BOOK PAGE
 Scale: 1"=60' Date: 2-16-99 Drawing 7127
 Deed Book 247 Page 712
 HARRY E. FRASER
 993 POLINE HARBOR DRIVE
 LENOIR CITY, TN 37172
 (615) 986-1286

CERTIFICATION OF SURVEYOR AND REGISTRATION
 I CERTIFY THAT THE SURVEYOR OF THE
 PROPERTY HEREON HAS RECEIVED REGISTRATION
 FROM THE TENNESSEE PLAT AND RECORDS
 COMMISSION. PLAT NO. 158-0413
 BOOK NO. 247 PAGE 712
 DATE 2-16-99
 [Signature] REGISTER

CERTIFICATION OF SURVEY
 I CERTIFY THAT ALL SURVEY AND RELATED APPROPRIATIONS
 SETFORTH ON THIS PLAT HAVE BEEN MADE IN
 ACCORDANCE WITH THE TENNESSEE PLANNING
 COMMISSION.
 [Signature] REGISTER

CERTIFICATION OF WATER SYSTEM
 I CERTIFY THAT THE WATER SUPPLY SYSTEM INSTALLED, OR
 PROPOSED FOR INSTALLATION, FULLY MEETS THE
 REQUIREMENTS OF THE TENNESSEE STATE HEALTH DEPARTMENT, AND IS
 MEETLY SOUND.
 [Signature] REGISTER

CERTIFICATION OF ACCURACY
 I CERTIFY THAT THE PLAT SHOWN AND DETACHED HEREON
 IS A TRUE AND CORRECT SHOWN TO THE ACCURACY
 REQUIRED BY THE REGIONAL PLANNING COMMISSION AND
 THAT SURVEYORS HAVE BEEN PLACED AT THE PLAT
 IN THE PERFORMANCE OF THE REGIONAL PLANNING
 COMMISSION.
 [Signature] REGISTER

CERTIFICATION OF APPROVAL FOR RECORDING
 I CERTIFY THAT THIS PLAT HAS BEEN FOUND TO COMPLY
 WITH THE SUBMISSION REQUIREMENTS FOR THE PLANNING
 COMMISSION, WITH EXCEPTION OF SUCH REQUIREMENTS, IF ANY,
 WHICH ARE NOTED IN THE PLAT. ALL REQUIREMENTS HAVE BEEN MET.
 AN ACCEPTABLE SURVEY HAS BEEN SUBMITTED TO THE
 COMMISSION FOR RECORDING IN THE OFFICE OF THE COUNTY
 REGISTER.
 [Signature] REGISTER

NOTES:
 1. 10' WIDE EASE INSIDE ALL EXTERIOR LOT LINES
 2. 5' WIDE EASE INSIDE ALL INTERIOR LOT LINES

WATER IS AVAILABLE
 ZONING: C-1
 CLT NO. 88 PAR. 78
 WD BOOK 230 PAGE 855

OWNER: BRUCE ARP
 5820 HWY. 411 S.
 GREENBACK, TN. 37743

REGIONAL PLANNING COMMISSION
 TOTAL ACRES: .83
 OWNER: BRUCE ARP
 SURVEYOR: STANLEY E. HINDS
HINDS & PATTERSON SURVEYING CO.
 4601 CHAMBLISS AVE. KNOXVILLE, TN 37919
 PH. 588-9799 FAX. 558-8328

SCALE IN FEET
 100 50 0 100 200 300
 DATE=1-12-00

LEGEND MAP
 STATE HWY 411
 E-911 ADDRESS: 6908 HWY. 411 S.
 HEATER 231-710
 E-911 ADDRESS: 5100 NILES FERRY ROAD
 BOYSON 133-548
 NILES FERRY RD.
 234-974

804

This instrument prepared by:
Covenant Title & Escrow LLC
 1645 Downtown West Blvd., Suite 42
 Knoxville, TN 37919
 (865)470-0800

DECLARATION OF EASEMENT

The undersigned, Justin A. Lowery and wife, Misty Lowery, do hereby declare that they is the owner of certain real property situated in the Second (2nd) Civil District of Loudon County, Tennessee. Owner hereby declares and grants to Jerry Browder and wife, Lavaun Browder, their successors, assigns, investors, administrators, executors, and successors in interest, a permanent non-exclusive easement for the purposes of egress and ingress, over, across, and along the Northeastern line of the property described in Deed Book 252, Page 802 in the Register's Office for Loudon County, Tennessee, and said easement being further described as follows:

BEGINNING on an iron pin on the south side of Highland Avenue being 1100 feet, more or less, west of Riverview Road and corner to James Webb; thence with Highland Avenue, North 56 deg. 12 min. 26 sec. West, 25.00 feet; thence South 56 deg. 09 min. 25 sec. West, 50 feet; thence South 56 deg. 12 min. 26 sec. East, 25.00 feet; thence South 25 deg. 45 min. East, 141.80 feet; thence North 56 deg. 19 min. 50 sec. East, 50.00 feet, to a metal post; thence North 25 deg. 45 min. West, 141.80 feet to the **POINT OF BEGINNING**.

This Declaration of Easement is made by and between Justin A. Lowery and wife, Misty Lowery, and Jerry Browder and wife, Lavaun Browder, and shall run with the land.

It is expressly understood that the responsibility for the maintenance and any expenses or repairs associated therewith shall be the exclusive responsibility of Jerry Browder and wife, Lavaun Browder.

Justin A. Lowery and wife, Misty Lowery, hereby covenants that they are lawfully seized and possessed of the herein above described real property and that they have good and lawful right to convey the rights and privileges herein set forth and do bind themselves, their heirs, and assigns, to warranty and defend the easement and right-of-way herein conveyed.

IN WITNESS WHEREOF, Justin A. Lowery and wife, Misty Lowery, have hereby executed this instrument this the 30th day of May, 2000.

INST: 0003838301
 RECEIVED: 06/06/2000
 BONNIE WEAR
 REGISTER OF DEEDS LOUDON CO. TN

STATE OF TENNESSEE
 COUNTY OF LOUDON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Justin A. Lowery and wife, Misty Lowery, the within named bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes and therein contained.

WITNESS my hand and official seal on this the 30th day of May, 2000.

My commission expires: 5/2/02



STATE OF TENNESSEE:
COUNTY OF LOUDON

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$50.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

WITNESS my hand and official seal, this the 30th day of May, 2000.

Stauden
Affiant

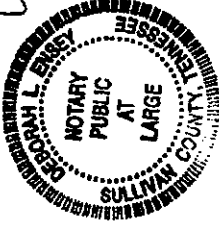
SWORN TO AND SUBSCRIBED BEFORE ME, this the 30th day of May, 2000.

My commission expires
5/21/02

Deborah L. Ensey
Notary Public

NAME AND ADDRESS OF PROPERTY OWNER:

JUSTIN A. LOWERY
MISTY LOWERY
2662 HIGHLAND AVENUE
LENOIR CITY, TN 37771



Tax ID #: 02 / 029 / 098.01

STATE OF TENNESSEE LOUDON COUNTY REGISTER'S OFFICE

THIS INSTRUMENT RECEIVED AT 8:00 O'CLOCK A.M. OF THE 6 DAY OF June, 2000
DULY CERTIFIED AND REGISTERED IN SAID OFFICE IN Deed BOOK NO. 253 PAGE 804
AND NOTED IN BOOK NO. 61 PAGE 360 STATE TAX PAID \$ ---

For \$10.00 Bonnie Hlean REGISTER

This instrument prepared by:
Covenant Title & Escrow LLC
 1645 Downton West Blvd., Suite 42
 Knoxville, TN 37919
 (865)470-0800

CORRECTION DECLARATION OF EASEMENT

The undersigned, Justin A. Lowery and wife, Misty Lowery, do hereby declare that they is the owner of certain real property situated in the Second (2nd) Civil District of Loudon County, Tennessee. Owner hereby declares and grants to Jerry Browder and wife, Lavaun Browder, their successors, assigns, investors, administrators, executors, and successors in interest, a permanent non-exclusive easement for the purposes of egress and ingress, over, across, and along the Northeastern line of the property described in Deed Book 252, Page 802 in the Register's Office for Loudon County, Tennessee, and said easement being further described as follows:

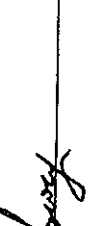
BEGINNING at an iron rod which is 15 feet from the center line of Highland Avenue, said point being 1500 feet Northeast of the center line intersection of Highland Avenue and River Road; thence from said point of **BEGINNING**, South 31 deg. 21 min. 12 sec. East 140.17 feet to an existing iron rod; thence South 50 deg. 56 min. 53 sec. West 50.45 feet to a new iron rod; thence South 31 deg. 21 min. 12 sec. East 160.88 feet to a new iron rod; thence North 74 deg. 14 min. 12 sec. East 51.91 feet to an existing iron rod, which is said point of **BEGINNING**, according to survey drawn by Harry E. Fraser, dated June 22, 2000, to all of which map specific reference is hereby expressly made for a more particular description.

This Declaration of Easement is made by and between Justin A. Lowery and wife, Misty Lowery, and Jerry Browder and wife, Lavaun Browder, and shall run with the land.

It is expressly understood that the responsibility for the maintenance and any expenses or repairs associated therewith shall be the exclusive responsibility of Jerry Browder and wife, Lavaun Browder.

Justin A. Lowery and wife, Misty Lowery, hereby covenants that they are lawfully seized and possessed of the herein above described real property and that they have good and lawful right to convey the rights and privileges herein set forth and do bind themselves, their heirs, and assigns, to warranty and defend the easement and right-of-way herein conveyed.

IN WITNESS WHEREOF, the following signatures on this 2nd day of June, 2000.


 Justin A. Lowery

 Misty Lowery

STATE OF TENNESSEE
 COUNTY OF LOUDON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Justin A. Lowery and wife, Misty Lowery, the within named bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal on this the 2nd day of June, 2000.

My commission expires: 11/9/2005

Notary Public

INST: 0003837201
 RECEIVED: 08/30/2000
 BONNIE WEAR
 REGISTER OF DEEDS LOUDON CO. TN

IN WITNESS WHEREOF, the following signatures on this 29th day of June, 2000.

406

Jerry Browder
Jerry Browder

Lavaun Browder
Lavaun Browder

STATE OF TENNESSEE
COUNTY OF LOUDON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Jerry Browder and wife, Lavaun Browder, the within named bargaining with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, that they acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal on this the 30 day of June, 2000.

[Signature]
Notary Public

My commission expires: 11/9/2002

STATE OF TENNESSEE:
COUNTY OF LOUDON

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$50.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

WITNESS my hand and official seal, this the 30 day of June, 2000.

[Signature]
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME, this the 30 day of June, 2000.

My commission expires:

11/9/2002

NAME AND ADDRESS OF PROPERTY OWNER:

JUSTIN A. LOWERY
MISTY LOWERY
2662 HIGHLAND AVENUE
LENOIR CITY, TN 37771

Tax ID #: 02 / 029 / 098.01

STATE OF TENNESSEE LOUDON COUNTY REGISTER'S OFFICE

THIS INSTRUMENT RECEIVED AT 2:00 O'CLOCK P.M. OF THE 30 DAY OF June, 2000
DULY CERTIFIED AND REGISTERED IN SAID OFFICE IN BOOK NO. 255 PAGE 405
AND NOTED IN BOOK NO. 2 PAGE 21 STATE TAX PAID \$ 10.00

Bonnie Wear REGISTER