

LICENSE AGREEMENT FOR OCCUPANCY AND USE OF LAND FOR RIGHT OF WAY

THIS AGREEMENT, made and entered into this                      day of                      , 1982, by and between TENNESSEE VALLEY AUTHORITY (hereinafter called "TVA"), a corporation created by the Tennessee Valley Authority Act of 1933, as amended, and HARRIMAN UTILITY BOARD (hereinafter called "Licensee"), a corporation, whose address is P. O. Box 434, Harriman, Tennessee 37748.

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants hereinafter stated, the parties hereto agree as follows.

1. TVA hereby grants to the Licensee a license to occupy and use, subject to all the terms and conditions hereinafter stated, the following described premises: A portion of TVA's Kingston Steam Plant Access Railroad (Tract ESPRR-76) property adjacent to U.S. Highway 27. Said premises are more specifically described and designated on the sketch map labeled "Exhibit A," which is attached hereto and made a part hereof.

2. The premises may be occupied and used by the Licensee solely for the purpose of placing, constructing, operating, and maintaining thereon an 8-inch sewerline, a 6-inch waterline, and a 2-inch natural gas pipeline during the period beginning April 10, 1982, and continuing until this agreement is terminated as provided in Article 4 hereof.

3. In all matters relating to this license the Manager of Power, Tennessee Valley Authority, 500A Chestnut Street Tower II, Chattanooga, Tennessee 37401, shall act for TVA, unless or until TVA shall designate a different representative or address.

4. Either party may terminate this agreement at any time ~~without~~ <sup>Regt</sup> ~~regard to payment period~~ by giving written notice to the other specifying the date of termination, such notice to be given not less than sixty (60) days before the termination date therein specified. Any notice mailed, addressed to Licensee at the address indicated herein, or delivered to the Licensee shall be notice hereunder by TVA. Any notice mailed or delivered to the Manager of Power, Tennessee Valley Authority, at the address indicated herein, shall be notice hereunder by the Licensee, unless and until TVA shall designate a different representative or address.

Upon any termination of this agreement, the Licensee shall quit the premises and, subject to the provisions of Article 7 hereof, shall surrender its occupancy and use of the premises to TVA. Any termination of this agreement, howsoever caused, shall be entirely without prejudice to the rights of TVA then accrued hereunder.

5. The Licensee shall have the right to dig, excavate, install pipe, cut and trim trees and shrubs, and to remove obstructions, but only to the extent reasonably necessary to the occupancy and use of the premises for the purpose for which this license is granted.

6. The Licensee shall have the right, during the term of this agreement, to utilize existing TVA access roads and paths for the purpose of going to and from the premises.

7. All fixtures, equipment, or other property of the Licensee placed, constructed, or maintained on the premises by the Licensee shall be and remain the property of the Licensee and may be removed therefrom by the Licensee at any time before the termination of this agreement and at any time within thirty (30) days after any termination of this agreement. The Licensee shall, upon the removal of any or all of its property, promptly repair any damage to the premises resulting from the placing, construction, maintenance, and removal of said property. Any property of the Licensee not removed from the premises within thirty (30) days after any termination of this agreement shall become the property of TVA. All property of the Licensee shall be on the premises at the sole risk of the Licensee.

8. TVA reserves the right to enter upon the premises for the purpose of inspecting the premises, for the purpose of conducting any operations or programs upon the premises which will not interfere with the continued use of the premises by the Licensee under the terms of this agreement, and for the purpose of going to and from any lands of TVA which adjoin the premises.

9. The Licensee's occupancy and use of the premises covered by this agreement are subject to, and the Licensee shall comply with, all applicable laws and governmental regulations and all rules and regulations prescribed by TVA with respect thereto. The Licensee shall promptly pay all ad valorem taxes which lawfully may be imposed upon its property on the premises.

10. The Licensee shall not permit or suffer any offensive use of the premises and shall refrain from acts which may have a tendency to cause undue soil erosion thereon. The Licensee shall do all in its power to prevent and suppress forest and grass fires upon or in the vicinity of the premises. The Licensee shall keep the premises at all times in a clean and sanitary condition.

11. The Licensee shall save the United States of America and TVA harmless from any and all liability for personal injuries, property damage, or loss of life or property resulting from, or in any way connected with, the condition or use of the premises covered by this agreement, except liability for personal injuries, property damage, or loss of life or property caused by the sole negligence of TVA.

12. No assignment of this agreement or any interest therein and no sublicense for any purpose shall be made or granted by the Licensee without the prior written consent of TVA.

13. The Licensee agrees that it does not and shall not claim, at any time, any interest or estate of any kind or extent whatsoever in the premises by virtue of this license or its occupancy or use hereunder.

14. Installation of the buried pipelines on TVA property shall be done in a manner that will not interfere with drainage structures or other facilities located on TVA property. Licensee shall restore the disturbed areas to their original condition and be responsible for maintenance of such areas (including trenches and grass) for one year after completion of the restoration work. Completeness of the work shall be determined by TVA.

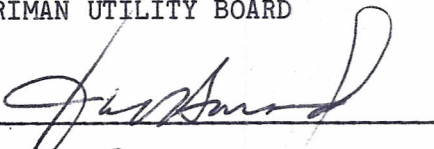
15. No member of or delegate to Congress or Resident Commissioner, or any officer, employee, special Government employee, or agent of TVA shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom unless the agreement be made with a corporation for its general benefit, or with a unit of Government contracting for its or for the public's general benefit, nor shall Licensee offer or give, directly or indirectly, to any officer, employee, special Government employee, or agent of TVA, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, except as provided in 18 C.F.R. section 1300.735-12 or -34. Breach of this provision shall constitute a material breach of this agreement.

It is understood and agreed that all the terms and conditions of this license shall be binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

HARRIMAN UTILITY BOARD

By

  
 Title Manager

TENNESSEE VALLEY AUTHORITY

By

Henry M. Crine, Jr.  
 Chief, Management Services Staff

STA. 40+30<sup>B</sup>  
STA. 39+20 (Begin. So. R.R.)

Sta. 38+95

ANTHA  
HOOKS  
ET VIR

Begin  
39+00.04  
SOU. R.R.  
P.O.C.  
40+57

P.O.C.  
42+50

ESPSR-37

ESPSR-38

D-1°00'  
SOUTHERN RY.

To  
Rockwood

CECIL  
DELOZIER

CECIL DELOZIER  
ESPSR-52

CECIL DELOZIER

ESPSR-62

WILSON  
JOHNSON

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*Sundance Motel*

April 14, 1982

Mr. Henry M. Crine, Jr., Chief  
Management Services Staff  
535 Chestnut Street Tower II  
Chattanooga, Tennessee 37401

Dear Mr. Crine:

Enclosed are signed copies of agreement pertaining to easement  
for water, gas and sewer lines. When TVA signs, please send  
executed copy to me.

Very truly yours,

Jack Howard  
MANAGER

JH:el

Encl

TENNESSEE VALLEY AUTHORITY

CHATTANOOGA, TENNESSEE 37401  
535 Chestnut Street Tower II  
April 7, 1982

Mr. Richard H. Hall  
Harriman Utility Board  
P. O. Box 434  
300 Roane Street  
Harriman, Tennessee 37748

Dear Mr. Hall:

This is in response to your November 9, 1981, letter to Leon Massey of TVA requesting permission for the Harriman Utility Board to place water, gas, and sewerlines across TVA's Kingston Steam Plant access railroad property. Enclosed are the original and two copies of License Agreement TV-58958A which will permit the requested use.

Please have an authorized official of Harriman Utility Board sign all three copies of the agreement and return them to me. We will then date and execute the agreement for TVA and return a fully executed copy to you for the utility's records.

If you have any questions about this agreement, get in touch with Joe Ziegler of my staff, telephone 751-4620 in Chattanooga.

Very truly yours,

TENNESSEE VALLEY AUTHORITY

*Henry M. Crine Jr.*  
Henry M. Crine, Jr., Chief  
Management Services Staff

Enclosures

*Henry M. Crine Jr.*

*Enclosed are signed copies of  
agreement pertaining to easement for water, gas  
and sewer lines. When TVA signs please send  
executed ~~copy~~ copy to me.*

*HA*