

Sewer to
Walnut Hill 1960

GRANT OF EASEMENT
7255

THIS INDENTURE, made and entered into by and between the United States of America (hereinafter sometimes referred to as the "Grantor"), acting herein by and through its legal agent, the Tennessee Valley Authority (hereinafter sometimes referred to as the "Authority"), a corporation created and existing under an Act of Congress, known as the Tennessee Valley Authority Act of 1933, as amended, and

CITY OF HARRIMAN

hereinafter called the "Grantee,"

WITNESSETH:

WHEREAS, Section 31 of the above mentioned Act of Congress authorizes and directs the Authority, as agent of the United States of America, to sell at public auction after due advertisement to the highest bidder any land purchased by the Authority in the name of the United States of America not necessary to carry out plans and projects actually decided upon; and

WHEREAS, no permanent dam, hydroelectric power plant, fertilizer plant, or munitions plant is located on the land hereinafter described, and the Board of Directors of the Authority has determined that the use of said land for the purposes hereinafter defined and subject to the exceptions hereinafter set forth, is not necessary to carry out any of its plans and projects actually decided upon; and

WHEREAS, the Authority pursuant to and in accordance with the provisions of said Act of Congress advertised a permanent easement on, over, under, and across the said land for sale at public auction; and

WHEREAS, pursuant to said advertisement said permanent easement was offered for sale at public auction on the 26 day of July, 1960, at eleven o'clock, A. M., at Harriman Utility Board, Harriman, County of Roane, State of Tennessee, and the terms of said sale having been cried for a reasonable time, and was finally struck off and sold to the Grantee for the sum of ONE HUNDRED TWENTY-FIVE AND NO/100- - - - - Dollars (\$125.00), that being the highest and best bid made at said sale.

NOW, THEREFORE, in consideration of the premises and the full payment of the aforesaid bid, receipt whereof is hereby acknowledged, the Authority as legal agent for the United States of America does hereby bargain, sell, transfer, and convey unto the Grantee:

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TRACT NO. KWBR-627S:

A permanent easement and right of way, subject to the exceptions, reservations, restrictions and conditions hereinafter set forth, for the following purposes, namely: the right to enter upon the hereinafter described land and in accordance with plans approved in advance and in writing by the Authority to dig, excavate, install, use, operate, maintain and repair a sewer line, and to remove and keep removed all buildings and any obstructions that would interfere with the installation, operation, maintenance or repair of said sewer line, all on, over, across and under a parcel of land located in the City of Harriman in the First Civil District of Roane County, State of Tennessee, on the west side of the Emory River Arm of Watts Bar Lake, immediately south of the mouth of the Barnett Branch Embayment of the lake, the said parcel being more particularly described as follows:

Beginning at a point (Coordinates: N. 566,409; E. 2,432,208) in the east line of the right of way for the H. & N. E. Railroad and in the boundary of the United States of America's land at the northwest corner of the land on which easement rights for a sewage pumping station are to be conveyed by the Tennessee Valley Authority in the name of the United States of America under the designation of Tract No. KWBR-626SP, said point being S. 87° 20' W., 6 feet from a metal marker at survey station 1 + 12.7 on the center line of the location for an 18-inch interceptor sewer line; thence with the United States of America's boundary and with the railroad right of way line, a line 50 feet east of and parallel to the center line of the main track of the H. & N. E. Railroad in a northerly direction approximately 50 feet to a point in a line 10 feet west of and parallel to the center line of the location for the said 18-inch sewer line; thence leaving the United States of America's boundary and the railroad right of way line and with the line 10 feet west of and parallel to the center line of the sewer line location N. 2° 40' W., approximately 115 feet to a point which is diagonally opposite a manhole at an angle on the center line; thence N. 3° 15' W., approximately 470 feet to a point which is diagonally opposite a manhole at an angle (Coordinates: N. 567,044; E. 2,432,180) on the center line; thence N. 5° 44' W., approximately 160 feet to the tangent point of a curve to the right having a radius of 285 feet; thence with the curve in a northerly direction approximately 200 feet to the tangent point of the curve; thence N. 33° 20' E., approximately 5 feet to a point on the original southeast line of the right of way for the Southern Railway and in the boundary of the United States of America's land; thence with the United States of America's boundary and the railway right of way line approximately N. 47° E., 140 feet, crossing a point (Coordinates: N. 567,418; E. 2,432,231) on the center line of the location for the sewer line at approximately 45 feet and crossing a point (Coordinates: N. 567,445; E. 2,432,260) on the center line of the survey for a water pipeline at approximately 85 feet, to a point in a line 10 feet southeast of and parallel to the center line of the survey for the water pipeline; thence leaving the United States of America's boundary and the railway right of way line and with the line 10 feet southeast of and parallel to the last mentioned center line S. 33° 32' W., approximately 20 feet to a point; thence S. 37° 44' W., approximately 82 feet to the tangent point of a curve to the left having a radius of approximately 278 feet, said point being radially opposite a tangent point (Coordinates: N. 567,406; E. 2,432,230) on the center line of the survey for the water pipeline; thence with the curve in a southerly direction approximately 210 feet to the tangent point of the curve; thence S. 5° 41' E., approximately 300 feet to a point; thence approximately S. 7° 35' E., 110 feet to a point in a line 5 feet northwest of and parallel to the center line of the location for a 16-inch sanitary sewer line; thence with the line parallel to the last mentioned center line N. 42° 20' E., approximately 27 feet to a point; thence N. 64° 50' E., approximately 30 feet to a point diagonally opposite an angle (Coordinates: N. 566,820; E. 2,432,282) on the center line of the survey which is 5 feet southeast of and parallel to the center line of the 16-inch sanitary sewer line; thence N. 77° 34' E., approximately 50 feet to a point in the 745-foot contour on the west shore of the Emory River Arm of the lake; thence with the 745-foot contour as it meanders in a southerly direction to a point in a line 5 feet south of and parallel to the center line of the location for a 16-inch industrial sewer line; thence with the line 5 feet from and parallel to the last mentioned center line and 15 feet from and parallel to the center line of the location for the above mentioned 16-inch sanitary sewer, leaving the contour, S. 77° 34' W., approximately 50 feet to a point; thence S. 64° 50' W., approximately 25 feet to a point; thence S. 42° 20' W., approximately 45 feet to a point in a line 10 feet east of and parallel to the center line of the survey for the previously mentioned water pipe line right of way; thence with the line parallel to the said center line of the water pipeline approximately S. 7° 35' E., 15 feet to a point

A permanent easement and right of way, subject to the exceptions, reservations, restrictions and conditions hereinafter set forth, for the following purposes, namely: the right to enter upon and hereinafter described land and in accordance with plans approved in advance and in writing by the Authority to dig, excavate, install, use, operate, maintain and repair a sewer line, and to remove and keep removed all buildings and any obstructions that would interfere with the installation, operation, maintenance or repair of said sewer line, all on, over, across and under a parcel of land located in the City of Harrison in the First Civil District of Boone County, State of Tennessee, on the west side of the Knoch River Arm of Watts Bar Lake, immediately south of the mouth of the Barnett Branch Embayment of the lake, the said parcel being more particularly described as follows:

Beginning at a point (Coordinates: N. 500.40; E. 2,432.208) in the east line of the right of way for the N. & N. Railroad and in the boundary of the United States of America's land at the northwest corner of the land on which easement rights for a sewage pumping station are to be conveyed by the Tennessee Valley Authority in the name of the United States of America under the designation of Tract No. XWBR-3212, said point being S. 87° 20' W., 6 feet from a metal marker at survey station 1 + 12.7 on the center line of the location for an 18-inch interior sewer line; thence with the United States of America's boundary and with the railroad right of way line, a line 50 feet east of and parallel to the center line of the main track of the N. & N. Railroad in a northerly direction approximately 50 feet to a point in a line 10 feet west of and parallel to the center line of the location for the said 18-inch sewer line; thence leaving the United States of America's boundary and the railroad right of way line and with the line 10 feet west of and parallel to the center line of the sewer line location N. 8° 40' W., approximately 115 feet to a point which is diagonally opposite a manhole at an angle on the center line; thence N. 3° 12' W., approximately 450 feet to a point which is diagonally opposite a manhole at an angle (Coordinates: N. 567.04; E. 2,432.190) on the center line; thence N. 5° 44' W., approximately 160 feet to the tangent point of a curve to the right having a radius of 385 feet; thence with the curve in a northerly direction approximately 500 feet to the tangent point of the curve; thence N. 33° 50' E., approximately 5 feet to a point on the original south-east line of the right of way for the Southern Railway and in the boundary of the United States of America's land; thence with the United States of America's boundary and the railway right of way line approximately N. 47° E., 140 feet, crossing a point (Coordinates: N. 567.418; E. 2,432.251) on the center line of the location for the sewer line at approximately 45 feet and crossing a point (Coordinates: N. 567.445; E. 2,432.260) on the center line of the survey for a water pipeline at approximately 85 feet, to a point in a line 10 feet southeast of and parallel to the center line of the survey for the water pipeline; thence leaving the United States of America's boundary and the railway right of way line and with the line 10 feet southeast of and parallel to the last mentioned center line S. 33° 32' W., approximately 50 feet to a point; thence S. 37° 44' W., approximately 62 feet to the tangent point of a curve to the left having a radius of approximately 178 feet, said point being nearly opposite a tangent point (Coordinates: N. 567.400; E. 2,432.230) on the center line of the survey for the water pipeline; thence with the curve in a southerly direction approximately 510 feet to the tangent point of the curve; thence S. 2° 41' E., approximately 300 feet to a point; thence approximately S. 7° 32' E., 110 feet to a point in a line 5 feet northwest of and parallel to the center line of the location for a 10-inch sanitary sewer line; thence with the line parallel to the last mentioned center line N. 42° 50' E., approximately 57 feet to a point; thence N. 64° 50' E., approximately 30 feet to a point diagonally opposite an angle (Coordinates: N. 566.840; E. 2,432.283) on the center line of the survey which is 5 feet southeast of and parallel to the center line of the 10-inch sanitary sewer line; thence N. 77° 34' E., approximately 50 feet to a point in the 745-foot contour on the west shore of the Knoch River Arm of the lake; thence with the 745-foot contour as it meanders in a southerly direction to a point in a line 5 feet south of and parallel to the center line of the location for a 10-inch industrial sewer line; thence with the line 5 feet from and parallel to the last mentioned center line and 15 feet from and parallel to the center line of the location for the above mentioned 10-inch sanitary sewer, leaving the contour, S. 77° 34' W., approximately 50 feet to a point; thence S. 2° 50' W., approximately 25 feet to a point; thence S. 42° 30' W., approximately 45 feet to a point in a line 10 feet east of and parallel to the center line of the survey for the previously mentioned water pipe line right of way; thence with the line parallel to the said center line of the water pipeline approximately S. 7° 32' E., 65 feet to a point

diagonally opposite an angle (Coordinates: N. 566,754; E. 2,432,226) on the center line; thence approximately along the following bearings and distances: S. 3° 06' E., 285 feet and S. 22° 26' E., 65 feet to a point in the north boundary of the previously mentioned Tract No. XWBR-626SP; thence with the boundary of Tract No. XWBR-626SP S. 87° 20' W., approximately 65 feet to the point of beginning, and containing 1.06 acres, more or less.

Furthermore, the right to construct and maintain a water pipeline across the land hereinabove described.

The positions of corners and directions of lines are referred to the Tennessee Coordinate System.

The above described land was acquired by the United States of America by virtue of two Quitclaim Deeds, one from Harriman and Northeastern Railroad Company, a corporation, dated November 5, 1956, recorded in Deed Book 2, Series 7, Page 589; and one from L. & N. Railroad Company dated January 16, 1945, recorded in Deed Book U, Volume 7, Page 285. Both instruments are of record in the office of the Register for Roane County, Tennessee.

It is understood and agreed that the easement on, over, across and under the above described land is conveyed subject to such rights as may be vested in third parties in a right of way for a road, a right of way for a telephone line, rights of way for sewer lines, and a right of way for an electric power distribution line, and subject to such rights as may be vested in Hiwassee Land Company under a license agreement for use of the premises for storage.

It is understood and agreed that the easement on, over, across and under the above described land shall not be in derogation of but subject to the paramount rights of the United States of America and the Tennessee Valley Authority to construct, maintain, use and repair an electric power transmission line.

It is expressly understood and agreed that there are excepted from this conveyance and specifically reserved to the Grantor, and its assigns, the permanent and paramount right to temporarily and intermittently flood that portion of the land affected by the above-described easement and right of way which lies below the 768-foot contour elevation by virtue of the erection and operation of any dam or dams across the Tennessee River and its tributaries, and the further right to temporarily and intermittently flood any portion of any road providing access to the area affected by the easement and right of way conveyed hereby which lies below the 768-foot contour elevation.

The easement herein described is conveyed subject to and shall not in any way interfere with the paramount rights of the Tennessee Valley Authority and the United States of America to conduct the Authority's statutory programs for river control and development, including, but without limitation by reason of lack of specific enumeration, the Authority's right to do anything it deems necessary or desirable to promote public health, flood control, navigation, and other essential programs.

THE GRANTEE, in accepting this Grant of Easement, covenants for itself, its successors and assigns, and agrees to and with the Grantor that the following shall constitute real covenants which shall attach to and run with the above described easement and shall be binding upon anyone who may hereafter come into ownership thereof, whether by purchase or succession:

- (1) In the interest of public health and sanitation and in order that the land above described and all other land in the same locality may be benefited by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wildlife, and other public uses of Grantor's reservoir waters and shorelands, it will not use the above described easement for any purpose that would result in the draining or dumping into the reservoir of any refuse, sewage, or other material which might tend to pollute the waters of said reservoir.

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diagonally opposite an angle (Coordinates: N. 56° 15' 00" E., 563.250) on the center line; thence approximately along the following bearings and distances: S. 3° 00' E., 565 feet and S. 52° 25' E., 65 feet to a point in the north boundary of the previously mentioned Tract No. XBR-6257; thence with the boundary of Tract No. XBR-6257 S. 87° 20' W., approximately 65 feet to the point of beginning, and containing 1.00 acres, more or less.

Furthermore, the right to construct and maintain a water pipeline across the land hereinabove described.

The positions of corners and directions of lines are referred to the Tennessee Coordinate System.

The above described land was acquired by the United States of America by virtue of two Quichian Deeds, one from Karaman and Northwestern Railroad Company, a corporation, dated November 2, 1926, recorded in Deed Book 5, Series 7, Page 589; and one from L. S. W. Railroad Company dated January 16, 1947, recorded in Deed Book U, Volume 7, Page 285. Both instruments are of record in the office of the Register for Roane County, Tennessee.

It is understood and agreed that the easement on, over, across and under the above described land is conveyed subject to such rights as may be vested in third parties in a right of way for a road, a right of way for a telephone line, rights of way for sewer lines, and a right of way for an electric power distribution line, and subject to such rights as may be vested in Hiwassee Land Company under a license agreement for use of the premises for storage.

It is understood and agreed that the easement on, over, across and under the above described land shall not be in derogation of but subject to the permanent rights of the United States of America and the Tennessee Valley Authority to construct, maintain, use and repair an electric power transmission line.

It is expressly understood and agreed that there are excepted from this conveyance and specifically reserved to the Grantor, and its assigns, the permanent and permanent right to temporarily and intermittently flood that portion of the land affected by the above-described easement and right of way which lies below the 708-foot contour elevation by virtue of the erection and operation of any dam or dams across the Tennessee River and its tributaries, and the further right to temporarily and intermittently flood any portion of any road providing access to the area affected by the easement and right of way conveyed hereby which lies below the 708-foot contour elevation.

The easement herein described is conveyed subject to and shall not in any way interfere with the permanent rights of the Tennessee Valley Authority and the United States of America to conduct the Authority's statutory programs for river control and development, including, but without limitation by reason of lack of specific enumeration, the Authority's right to do anything it deems necessary or desirable to promote public health, flood control, navigation, and other essential programs.

THE GRANTOR, in accepting this Grant of Easement, covenants for itself, its successors and assigns, and agrees to and with the Grantor that the following shall constitute real covenants which shall attach to and run with the above described easement and shall be binding upon anyone who may hereafter come into ownership thereof, whether by purchase or succession:

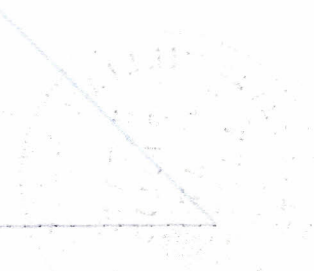
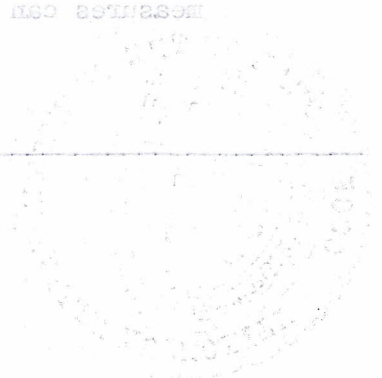
- (1) In the interest of public health and sanitation and in order that the land above described and all other land in the same locality may be benefited by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wildlife, and other public uses of Grantor's reservoir waters and shorelands, it will not use the above described easement for any purpose that would result in the dumping or dumping into the reservoir of any refuse, sewage, or other material which might tend to pollute the waters of said reservoir.

- (2) The Grantor, its successors, agents, or assigns shall not be liable for any loss or damage to the above described easement or any improvement located thereon due to erosion or soakage of the land as a result of wave action, fluctuation of water levels, or other causes.
- (3) The sewer line manholes will be placed at ground level and that this conveyance is made subject to the paramount rights of the Grantor, its successors and assigns, to use the area for storage purposes.
- (4) The pipelines will be installed and maintained with adequate protective covering and proper grading so as not to create an undue hazard to persons or property or to obstruct TVA use of rights of way which normally include passage of heavy vehicles along the transmission lines; and that the Grantee will notify the TVA Area Operating Office at Knoxville in sufficient time prior to the use of cranes or other machines, or the use of explosives in the vicinity of transmission lines, so that necessary precautionary measures can be taken to minimize hazards to lines and to workmen.

(2) The Grantor, its successors, agents, or assigns shall not be liable for any loss or damage to the above described easement or any improvement located thereon due to erosion or subsidence of the land as a result of wave action, fluctuation of water levels, or other causes.

(3) The sewer line manholes will be placed at ground level and that this conveyance is made subject to the paramount rights of the Grantor, its successors and assigns, to use the area for storage purposes.

(4) The pipelines will be installed and maintained with adequate protective covering and proper grading so as not to create an undue hazard to persons or property or to obstruct TVA use of rights of way which normally include passage of heavy vehicles along the transmission lines; and that the Grantee will notify the TVA Area Operating Office at Knoxville in sufficient time prior to the use of cranes or other machines, or the use of explosives in the vicinity of transmission lines, so that necessary precautionary measures can be taken to minimize hazards to lines and to workmen.

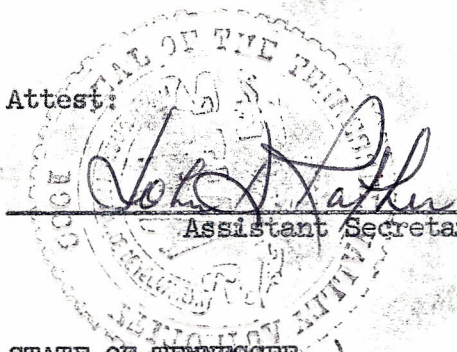


TO HAVE AND TO HOLD said easement unto the Grantee, its successors and assigns, forever.

And the Authority does hereby covenant that the United States of America is seized and possessed of the above described land; that the Authority as legal agent of the United States is duly authorized to convey the above described and defined easement on, over, across, through, or under the same; that said land is free and clear of liens and encumbrances; and that, subject to the exceptions, conditions, restrictions and/or limitations expressly mentioned above, it will warrant and defend the title thereto against the lawful demands of all persons claiming by, through or under the United States of America, but not further or otherwise.

IN WITNESS WHEREOF, the Tennessee Valley Authority, acting herein as legal agent of the United States of America, and being duly authorized to do so, has caused this instrument to be executed, in the name of the United States of America, by its authorized officers, and its corporate seal to be hereunto affixed this the 26 day of July, 1960.

Attest:


Vol. S. Rather
Assistant Secretary

UNITED STATES OF AMERICA

BY TENNESSEE VALLEY AUTHORITY, its legal agent

By Robert J. Coker
Chief, Land Branch

STATE OF TENNESSEE }
COUNTY OF HAMILTON }

On the 6 day of October, 1960, personally appeared before me Robert J. Coker and John D. Rather to me personally known, who, being by me duly sworn, did say that they are _____ Chief of the Land Branch and Assistant Secretary, respectively, of the TENNESSEE VALLEY AUTHORITY, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed, sealed, and delivered in behalf of said corporation, as legal agent for the UNITED STATES OF AMERICA, by authority of its Board of Directors; and the said Robert J. Coker and John D. Rather severally acknowledged said instrument to be the free act and deed of said corporation and of the UNITED STATES OF AMERICA.

WITNESS my hand and official seal at Chattanooga, Tennessee, this the day and year aforesaid.

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My commission expires: January 14, 1962

William C. Watson, Jr.
Notary Public

WILLIAM C. WATSON, JR., NOTARY PUBLIC
AT LARGE FOR THE STATE OF TENNESSEE
MY COMMISSION EXPIRES: JAN. 14, 1962

STATE OF TENNESSEE, ROANE COUNTY. REGISTER'S OFFICE

The foregoing instrument and certificate were noted
in Note Book H, Page 215 at 8:30 O'clock A M. Oct 25, 1960
and recorded in Deed Book 5, Series 8, Page 337
Witness my hand.

Marilyn Black
Register

