

GRANT OF EASEMENT

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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, 19 60, at eleven o'clock, A. M., at the 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 AND NO/100- - - - - Dollars (\$1.00), 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. XESPRR-3S:

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 each of two strips of land located in the First Civil District of Roane County, State of Tennessee, along the relocated U. S. Highway 70 and Swan-Pond Road in the vicinity of the Kingston Steam Plant, each strip lying on each side of the center line of a sewer line location, the center line of the location and the boundaries of each strip being described as follows:

PARCEL NO. 1

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Beginning at a point (Coordinates: N. 549,458; E. 2,434,800) where the center line of the sewer line location crosses the center line of the old U. S. Highway 70, which is the boundary between the lands of the United States of America and R. S. Parker at survey station 257 + 00 on the center line of the location, said point being at the southwest edge of the relocated U. S. Highway 70, the strip being bounded on the south by the center line of the old highway and the United States of America's boundary and being 20 feet wide, lying 10 feet on each side of the center line of the sewer line location; thence along the southwest side of the relocated highway N. 56° 36' W., 63.3 feet to a point where there is an equation in stationing on the center line survey, survey station 256 + 36.7 on the line back of this point being equal to survey station 256 + 46.1 on the line ahead; thence N. 56° 34' W., 115.6 feet to survey station 255 + 30.5; thence N. 62° 01' W., 311.3 feet to survey station 252 + 19.2; thence N. 72° 58' W., 318.9 feet to survey station 249 + 00.3; thence N. 16° 28' W., 138.7 feet to a point in the north lane of the relocated highway where the center line of the sewer line location crosses the boundary of the United States of America's land at survey station 247 + 61.6, said point being S. 15° 44' W., 10 feet from a metal marker (Coordinates: N. 549,912; E. 2,434,018) at a corner in the said boundary, the strip being bounded on the west by a segment of the United States of America's boundary that extends from the said metal marker on a bearing of S. 15° 44' W. and becoming bounded on the southwest by a segment of the said boundary that extends from the metal marker on a bearing of N. 31° 20' W., the strip continuing to be bounded on the east by a line 10 feet east of and parallel to the center line; thence leaving the United States of America's land and continuing with the center line of the location N. 16° 28' W., 27.7 feet to a point where the center line crosses the boundary of the United States of America's land at survey station 247 + 33.9, said point being N. 31° 20' W., 19 feet from the previously mentioned metal marker; thence, re-entering the United States of America's land, N. 16° 28' W., 26.9 feet to a point where there is an equation in stationing on the center line survey, survey station 247 + 07.0 on the line back of this point being equal to survey station 247 + 85.8 on the line ahead; thence N. 61° 56' W., 13.8 feet to a point where the center line recrosses that segment of the United States of America's boundary that bears N. 31° 20' W., said point being at survey station 247 + 72.0; thence leaving the United States of America's land and continuing with the center line N. 61° 56' W., approximately 17 feet to a point opposite which the strip terminates at the intersection of the last mentioned segment of the United States of America's boundary with the line that is 10 feet east of and parallel to the center line of the location. EXCEPT therefrom all that land lying below the 745-foot contour elevation.

The above described strip of land, after giving effect to the exception above noted, contains 0.45 acre, more or less.

PARCEL NO. 2

Beginning at a point where the center line of the location crosses the boundary between the lands of the United States of America and Maude Robinette at survey station 247 + 04.6, said point being S. 44° 50' W., 35 feet from a corner in the said boundary and being N. 61° 56' W., 67.4 feet from the point where the center line crosses the southwest boundary of the above described Parcel No. 1 at survey station 247 + 72.0, the strip being bounded on the southeast by the boundary of the United States of America's land and being 20 feet wide, lying 10 feet on each side of the center line of the sewer line location; thence N. 61° 56' W., 82.0 feet to a point on the west edge of Swan-Pond Road at survey station 246 + 22.6; thence along the edge of the road N. 12° 26' E., 289.5 feet to survey station 243 + 33.1; thence N. 2° 49' E., 160.6 feet to survey station 241 + 72.5; thence N. 12° 19' E., 123.6

feet to a point (Coordinates: N. 550,568; E. 2,433,942) in a line 12 feet west of and parallel to the center line of Swan-Pond Road at survey station 240 + 48.9 on the center line of the location; thence approximately along the line 12 feet from and parallel to the center line of the road in a general northeasterly direction, 1628.9 feet to a point in the boundary between the lands of the United States of America and John Boyles, Jr. et ux at survey station 224 + 20.0, said point being N. 30° 47' W., 10 feet from a point in the center line of the Swan-Pond Road at a corner in the said boundary, the strip at the said corner becoming bounded on the northwest by the center line of the road, which is the United States of America's boundary; thence leaving the United States of America's land and continuing with the center line in a northeasterly direction approximately 143 feet to a point (Coordinates: N. 551,620; E. 2,435,345) in the center line of the road and in the United States of America's boundary N. 57° 45' E., 142 feet from the last mentioned corner in the said boundary, the strip at the said boundary becoming 20 feet wide lying 10 feet on each side of the center line of the sewer line location; thence re-entering the United States of America's land and continuing in a northeasterly direction approximately 519 feet to a point in a line 12 feet southeast of and parallel to the center line of Swan-Pond Road at survey station 218 + 05.1 on the center line of the location from which the previously mentioned survey station 224 + 20.0 bears S. 65° 48' W. at a distance of 662 feet; thence approximately along the line 12 feet southeast of and parallel to the center line of the road as it meanders in a northeasterly direction, 4649.5 feet to survey station 171 + 55.6 which is opposite survey station 370 + 11.6 on the surveyed center line of the road; thence N. 14° 45' E., 237.9 feet, crossing the road, to survey station 169 + 17.7; thence N. 70° 45' E., 43.8 feet, crossing the Kingston Steam Plant access railroad at approximately 25 feet, to a point on the west side of the Swan-Pond Road at survey station 168 + 73.9; thence along the side of the road N. 28° 15' E., 373.9 feet to a point (Coordinates: N. 556,019; E. 2,438,747) in a line 12 feet west of and parallel to the center line of Swan-Pond Road at survey station 165 + 00; thence approximately along the line that is 12 feet west of and parallel to the center line of the road in a northerly direction approximately 200 feet to a point where the strip terminates and becomes bounded on the north by a line that bears S. 83° E. from US-TVA Monument 39-136 (Coordinates: N. 556,214; E. 2,438,740) at a common corner of the lands of the United States of America, John T. Rice, and John C. Miller.

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The land described above as Parcel No. 2 contains 3.85 acres, more or less.

The land described above as comprising Parcel No. 1 and Parcel No. 2 contains a net total of 4.3 acres, more or less.

The positions of corners and directions of lines are referred to the Tennessee Coordinate System. The boundary marker designated "US-TVA Monument" is a concrete monument capped by a bronze tablet imprinted with the given number.

The above described land was acquired by the United States of America by virtue of the following deeds, which are of record in the office of the Register for Roane County, Tennessee:

From Fred S. Rice et al dated September 23, 1941, recorded in Deed Book U, Volume 5, Page 369;

From Frank Rice dated January 5, 1942, recorded in Deed Book P, Volume 5, Page 319;

From John C. Miller et ux dated April 8, 1941, recorded in Deed Book P, Volume 5, Page 167;

From W. G. Cummins, unmarried, dated May 11, 1951, recorded in Deed Book Z, Volume 6, Page 489;

From S. Elizabeth Mabry dated May 17, 1951, recorded in Deed Book Z, Volume 6, Page 535;

From C. Max Quillen et al dated March 23, 1951, recorded in Deed Book Z, Volume 6, Page 43;

From Elmer Wright et ux dated April 26, 1951, recorded in Deed Book Z, Volume 6, Page 339;

From Paul J. Sullivan dated May 18, 1951, recorded in Deed Book Z, Volume 6, Page 537;

From Hudson H. Hobgood et ux dated April 27, 1951, recorded in Deed Book Z, Volume 6, Page 355;

From Mattie L. Ellis dated April 27, 1951, recorded in Deed Book Z, Volume 6, Page 353;

From William Settles et ux dated April 26, 1951, recorded in Deed Book Z, Volume 6, Page 341;

From T. S. Pridemore et ux dated December 22, 1951, recorded in Deed Book C, Volume 7, Page 223;

From Bernard Long and Josie Long dated June 15, 1951, recorded in Deed Book A, Volume 7, Page 185;

From James R. Barker et ux dated July 6, 1951, recorded in Deed Book A, Volume 7, Page 361;

From Dan Denny dated July 6, 1951, recorded in Deed Book A, Volume 7, Page 359;

From Oscar McKinney dated July 6, 1951, recorded in Deed Book A, Volume 7, Page 363;

From John W. Boyle, Jr., et ux, dated July 6, 1951, recorded in Deed Book A, Volume 7, Page 535;

From Julius Farr et al dated June 4, 1951, recorded in Deed Book A, Volume 7, Page 197;

From Paul Sampson et ux dated June 13, 1951, recorded in Deed Book A, Volume 7, Page 155;

From Walter Cooley et ux dated June 11, 1951, recorded in Deed Book A, Volume 7, Page 143;

From N. R. Blair et ux dated October 15, 1951, recorded in Deed Book B, Volume 7, Page 401;

From John H. Bryson et ux dated September 24, 1951, recorded in Deed Book B, Volume 7, Page 265; and

From Mollie Gambill et vir dated June 25, 1940, recorded in Deed Book P, Volume 5, Page 248.

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 rights of way for roads, telephone lines and water pipe lines. 381

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 a railroad, a signal light, electric power distribution lines, and electric power transmission lines.

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 753-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 753-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:

- (a) It shall remove all unsightly trash, dirt, and debris from the area after any construction or maintenance operations of pipelines;
- (b) It shall install, operate and maintain the pipeline crossing the railroad tracks pursuant only to plans conforming to specifications by the American Railway Engineering Association, which plans must first be approved in advance and in writing by the Authority;
- (c) It shall bear the full cost and expense of any pipeline relocation or adjustment which may be required within the limits of lands presently owned by the Grantor by any future track additions on either side of the access railroad extending from the described easement to the Southern Railway yard or to the Tennessee Central Railroad "Y";
- (d) It shall repair or pay the cost of any damages to property or persons arising from the construction, operation, or maintenance of a pipeline within the limits of the above described right of way;
- (e) 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.
- (f) 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.

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.

UNITED STATES OF AMERICA

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BY TENNESSEE VALLEY AUTHORITY,
its legal agent

Attest:

John D. Rather
Assistant Secretary

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.

William C. Watson, Jr.
Notary Public

My commission expires: January 14, 1962

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

TVA 2537 - Easement - 3KTM (LA-2-58)

STATE OF TENNESSEE, ROANE COUNTY. REGISTER'S OFFICE

The foregoing instrument and certificate were noted in Note Book H, Page 216 at 8:30 O'clock A. M. Oct. 25, 1960 and recorded in Deed Book 5, Series 8, Page 374.
Witness my hand.

Marilyn Black
Register