

GRANT OF EASEMENT

#263

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 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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CITY OF BOSTON

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TRACT NO. XWBR-636S:

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 strip of land located in the First Civil District of Roane County, State of Tennessee, along Swan-Pond Road and Circle Road, approximately 1 mile north of the power house at Kingston Steam Plant, the said strip being 20 feet wide, lying 10 feet on each side of the center line of a sewer line location, the center line and the end boundaries of the strip being described as follows:

Beginning at a point where the center line of the location crosses the boundary between the land of the United States of America and the land previously conveyed in fee by the Tennessee Valley Authority in the name of the United States of America under the designation of Tract No. XTWBR-51 at survey station 120 + 67.4, said point being on the west edge of Circle Road and being N. 53° 40' E., 67 feet from a metal marker (Coordinates: N. 599,611; E. 2,438,915) at a common corner of the lands of the United States of America and Henry M. Carr and Tract No. XTWBR-51, the strip being bounded on the northwest by the United States of America's boundary; thence with the center line of the location along the west edge of Circle Road S. 10° 07' W., 98.4 feet to survey station 121 + 65.8; thence S. 36° 55' E., 256.4 feet, crossing Circle Road at approximately 20 feet and passing a manhole at 200.3 feet and at survey station 123 + 66.1, to survey station 124 + 22.2 on the north side of Swan-Pond Road; thence along the said road by bearings and distances as follows:

S. 60° 22' E. 330.6 feet,
S. 13° 23' E. 395.0 feet,
S. 28° 33' E. 104.7 feet,
S. 21° 04' E. 233.7 feet,
S. 5° 32' E. 254 feet,
S. 23° 30' E. 48 feet,
S. 33° 15' E. 73 feet,
S. 44° 30' E. 114 feet,
S. 41° 13' E. 141 feet to a point in a line 12 feet west

of and parallel to the center line of Swan-Pond Road opposite survey station 338 + 27.1 on the surveyed center line of the road; thence approximately along the line 12 feet from and parallel to the center line of the road as it meanders in a general southerly direction approximately 2184 feet to a point where the strip terminates and becomes bounded on the south end 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. EXCEPT therefrom all that land lying below the 745-foot contour elevation.

The above described land, after giving effect to the exception above noted, contains 1.94 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 of record in the office of the Register for Roane County, Tennessee:

From E. E. Jones et ux dated May 23, 1941, recorded in Deed Book S, Series 5, Pages 350 and 351;

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

From Sallie Elizabeth Mabry et al dated May 23, 1941, recorded in Deed Book P-5, Page 225.

360

A permanent easement and right of way, subject to the exceptions, reservations, modifications 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 strip of land located in the First Civil District of Roane County, State of Tennessee, along Sweet-Pond Road and Circle Road, approximately 1 mile north of the power house at Kingston Steam Plant, the said strip being 80 feet wide, lying 10 feet on each side of the center line of a sewer line location, the center line and the end boundaries of the strip being described as follows:

Beginning at a point where the center line of the location crosses the boundary between the land of the United States of America and the land previously conveyed in fee by the Tennessee Valley Authority in the name of the United States of America under the designation of Tract No. XMBR-51 at survey station 150 + 07.4, said point being on the west edge of Circle Road and being N. 23° 40' E., 67 feet from a metal marker (Coordinates: N. 5° 52' 21.4" E., 438.15) at a common corner of the lands of the United States of America and Henry M. Carr and Tract No. XMBR-51, the strip being bounded on the northwest by the United States of America's boundary; thence with the center line of the location along the west edge of Circle Road S. 10° 07' W., 58.4 feet to survey station 151 + 05.6; thence S. 30° 55' E., 250.4 feet crossing Circle Road at approximately 80 feet and passing a manhole at 150.3 feet and at survey station 152 + 00.1, to survey station 153 + 00.1 on the north side of Sweet-Pond Road; thence along the said road by bearings and distances as follows:

S. 60° 15' E. 330.3 feet
S. 13° 13' E. 345.0 feet
S. 10° 33' E. 104.7 feet
S. 21° 04' E. 233.7 feet
S. 7° 34' E. 454 feet
S. 43° 30' E. 43 feet
S. 33° 15' E. 13 feet
S. 44° 30' E. 114 feet

S. 11° 13' E. 111 feet to a point in a line 15 feet west of and parallel to the center line of Sweet-Pond Road opposite survey station 153 + 00.1 on the surveyed center line of the road; thence approximately along the line 15 feet from and parallel to the center line of the road as it meanders in a general southerly direction approximately 218 feet to a point where the strip terminates and becomes bounded on the south end by a line that bears S. 83° E. from US-TVA Monument 39-130 (Coordinates: N. 55° 21.4" E., 438.15) at a common corner of the lands of the United States of America, John T. Blair, and John C. Miller. EXCEPT therefrom all that land lying below the 15-foot contour elevation.

The above described land, after giving effect to the exception above noted, contains 1.24 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 39-130" is a concrete monument capped by a bronze tablet inscribed with the given number.

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

From H. H. Jones et al dated May 23, 1941, recorded in Deed Book 2, Series 2, Pages 350 and 351;

From John C. Miller et al dated April 6, 1941, recorded in Deed Book 2-2, Page 167; and

From Salie Elizabeth Mabry et al dated May 23, 1941, recorded in Deed Book 2-2, Page 225.

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 the county in a right of way for a road.

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 electric power distribution and telephone 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:

- (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.
- (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 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.

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 the county in a right of way for a road.

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 operate electric power distribution and telephone 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 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 draining 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 collapse of the land as a result of wave action, fluctuation of water levels, or other causes.
- (3) 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.

UNITED STATES OF AMERICA

BY TENNESSEE VALLEY AUTHORITY, its legal agent

Attest:


Assistant Secretary

By

Robert J. Coker
Chief, Land Branch

361

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.

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 4, Page 215 at 8:30 O'clock A. M. Oct. 25, 1960
and recorded in Deed Book 5, Series 8, Page 358.
Witness my hand.

Marilyn Black
Register

