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Statute

Cherry St. f.s.

TRACT NO. XWBR-632H

GRANT OF EASEMENT

#259

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,"

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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 road purposes as 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 the permanent easement and right of way on, over, and across the said land for sale at public auction; and

WHEREAS, pursuant to said advertisement said permanent easement and right of way for road purposes 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, said permanent easement and right of way was finally struck off and sold to the Grantee for the sum of TWENTY-FIVE AND NO/100- - - - - Dollars (\$ 25.00 ), 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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173



GRANT OF EASEMENT

THIS INSTRUMENT, 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 HARRISMAN

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 road purposes as 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 the permanent easement and right of way on, over, and across the said land for sale at public auction; and

WHEREAS, pursuant to said advertisement said permanent easement and right of way for road purposes was offered for sale at public auction on the 26 day of

July, 1960, at eleven o'clock A.M., at Harrisman Utility Board, Harrisman, County of Roane, State of Tennessee, and

the terms of said sale having been cited for a reasonable time, said permanent easement and right of way was finally struck off and sold to the Grantee for the sum of TWENTY-FIVE AND NO/100- - - - - Dollars

(\$ 25.00), 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 con-

vey unto the Grantee:

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11/2



TRACT NO. XWBR-632H:

A permanent easement and right of way subject to the exceptions, reservations, restrictions and covenants hereinafter set forth on, over, and across the hereinafter described land for the following purposes, to-wit: the right to enter upon the said land and in accordance with plans approved in advance and in writing by the Authority to grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary for a road on, over, and across a strip of land located in the First Civil District of Roane County, State of Tennessee, on the southwest side of the Bullard Branch Embayment of the Emory River Arm of Watts Bar Lake immediately northeast of Harriman and approximately 425 feet west of the Southern Railway bridge across the said embayment, the said strip being 40 feet wide, lying 20 feet on each side of the center line of a road location, the center line of the location being described as follows:

Beginning at a point where the center line crosses the boundary between the lands of the United States of America and H. F. McCarroll at survey station 1 + 14.6 on the center line of the location, said point being S. 69° 50' E., 31 feet from a metal marker (Coordinates: N. 570,120; E. 2,433,471) at a common corner of the lands of the United States of America, H. F. McCarroll, and Walter B. Smith, the strip being bounded on the west end by the United States of America's boundary; thence N. 52° 20' E., 5.4 feet to the P. C. of a 55 degree curve to the right at survey station 1 + 20; thence with the curve in an easterly direction 111 feet to the P. T. of the curve at survey station 2 + 31.0; thence S. 66° 21' E., 3.6 feet to the P. C. of a 50 degree curve to the left at survey station 2 + 34.6; thence with the curve in an easterly direction 109.8 feet to the P. T. of the curve at survey station 3 + 44.4; thence N. 58° 46' E., 47.1 feet to the P. C. of a 50 degree curve to the left at survey station 3 + 91.5; thence with the curve in a northeasterly direction 24.3 feet to the P. T. of the curve at survey station 4 + 15.8; thence N. 46° 37' E., 9.4 feet to a point where the center line crosses the southwest boundary of a parcel of 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-631SP, said point being at survey station 4 + 25.2 and being S. 43° 20' E., 20 feet from a metal marker at the most westerly corner of the said parcel, the strip being bounded on the east end by the said southwest boundary. 3 4 8

The above described strip of land contains 0.28 acre, more or less.

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 the deed from W. E. Yeary et ux dated February 27, 1941, recorded in Deed Book P, Vol. 5, Page 131; and the quitclaim deed from State of Tennessee dated January 14, 1958, recorded in Deed Book F, Series 8, Page 125, both of which are of record in the office of the Register for Roane County, Tennessee.

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 rights herein described are 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.



A permanent easement and right of way subject to the exceptions, reservations, restrictions and covenants hereinafter set forth on, over, and across the hereinafter described land for the following purposes, to-wit: the right to enter upon the said land and in accordance with plans approved in advance and in writing by the Authority to grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary for a road on, over, and across a strip of land located in the First Civil District of Roane County, State of Tennessee, on the southwest side of the Bullard Branch Embayment of the Kinko River Arm of Watts Bar Lake immediately northeast of Harrison and approximately 475 feet west of the Southern Railway bridge across the said embayment, the said strip being 40 feet wide, lying 20 feet on each side of the center line of a road location, the center line of the location being described as follows:

Beginning at a point where the center line crosses the boundary between the lands of the United States of America and H. W. McGarrell at survey station 1 + 14.6 on the center line of the location, said point being S. 89° 50' E., 31 feet from a metal marker (Coordinates: N. 270, 120; E. 2, 433, 471) at a common corner of the lands of the United States of America, H. W. McGarrell, and Walter B. Smith, the strip being bounded on the west end by the United States of America's boundary; thence N. 25° 10' E., 2.4 feet to the P. C. of a 25 degree curve to the right at survey station 1 + 10; thence with the curve in an easterly direction 111 feet to the P. T. of the curve at survey station 2 + 31.0; thence S. 68° 51' E., 3.6 feet to the P. C. of a 50 degree curve to the left at survey station 2 + 34.6; thence with the curve in an easterly direction 109.8 feet to the P. T. of the curve at survey station 3 + 44.4; thence N. 58° 46' E., 47.1 feet to the P. C. of a 50 degree curve to the left at survey station 3 + 51.5; thence with the curve in a northeasterly direction 44.3 feet to the P. T. of the curve at survey station 4 + 15.8; thence N. 46° 37' E., 2.4 feet to a point where the center line crosses the southwest boundary of a parcel of 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-6312P, said point being at survey station 4 + 25.4 and being S. 43° 20' E., 20 feet from a metal marker at the most westerly corner of the said parcel, the strip being bounded on the east end by the said southwest boundary.

The above described strip of land contains 0.28 acre, more or less.

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

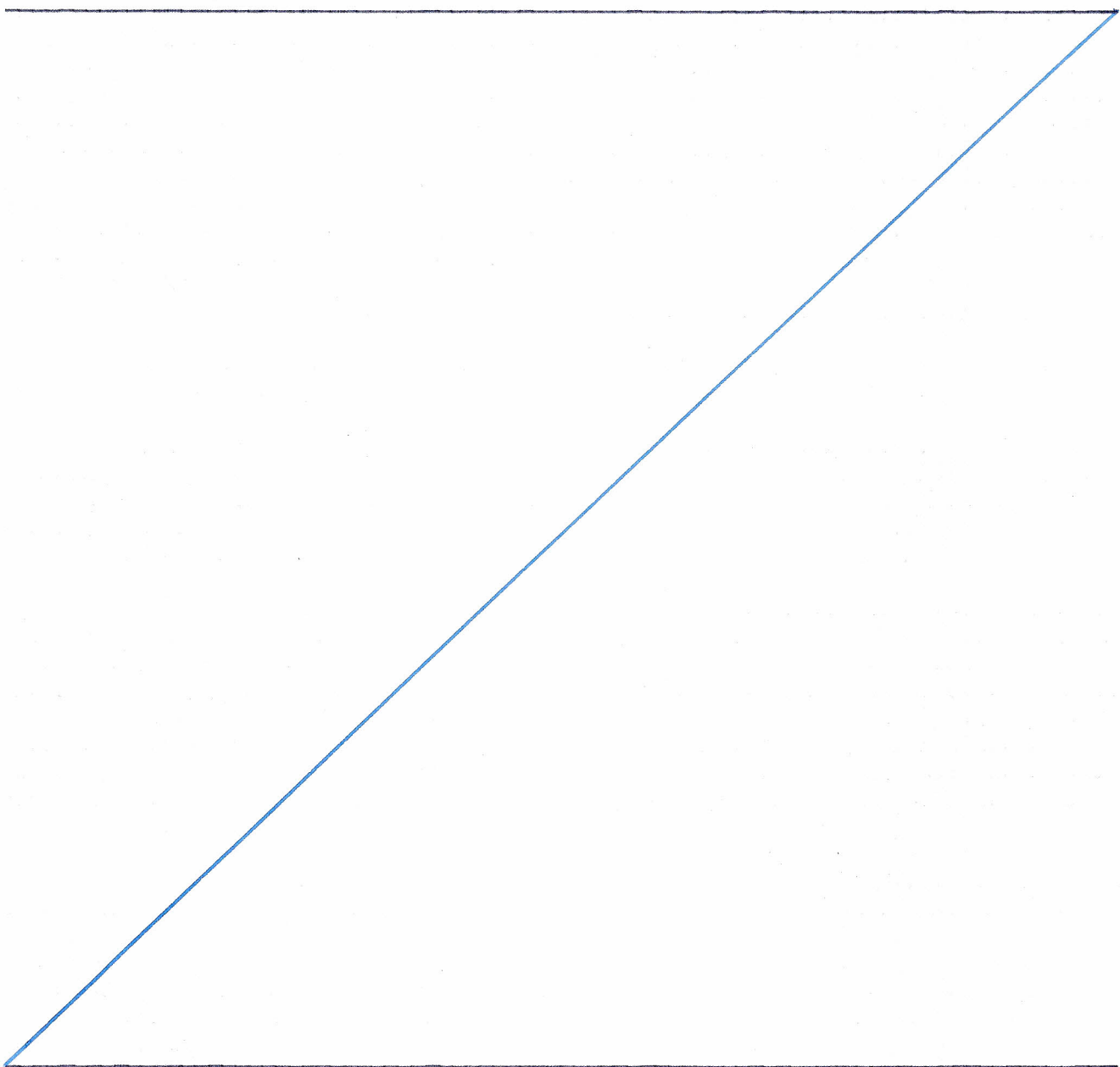
The above described land was acquired by the United States of America by virtue of the deed from W. E. Keary et al dated February 27, 1941, recorded in Deed Book P, Vol. 5, Page 131; and the platlain deed from State of Tennessee dated January 14, 1958, recorded in Deed Book T, Series 6, Page 125, both of which are of record in the office of the Register for Roane County, Tennessee.

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 705-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 705-foot contour elevation.

The easement rights herein described are 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 conveyance, 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 right of way 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 road 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 and right of way 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.



THE GRANTOR, in accepting this conveyance, 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 right of way 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 road 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 and right of way or any improvement located thereon due to erosion or soaking of the land as a result of wave action, fluctuation of water levels, or other causes.



TO HAVE AND TO HOLD said easements and rights of way 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 easements and rights of way 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.

Wherever in this instrument the context requires, the plural number and masculine gender as herein used may be read as singular and feminine, or neuter, respectively.

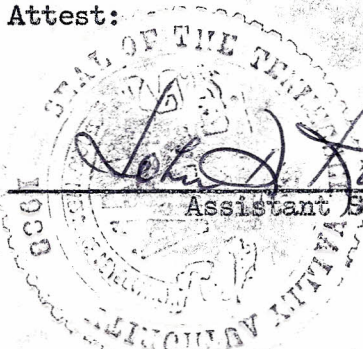
IN WITNESS WHEREOF, the Tennessee Valley Authority, acting herein as legal agent of the United States of America, and being duly authorized to do so, has caused this instrument to be executed, in the name of the United States of America, by its authorized officers, and its corporate seal to be hereunto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

UNITED STATES OF AMERICA

Attest:

BY TENNESSEE VALLEY AUTHORITY, its legal agent

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John D. Rather  
Assistant Secretary

By Robert J. Coker  
Chief, Land Branch

STATE OF TENNESSEE }  
COUNTY OF HAMILTON }

On the 10 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, 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

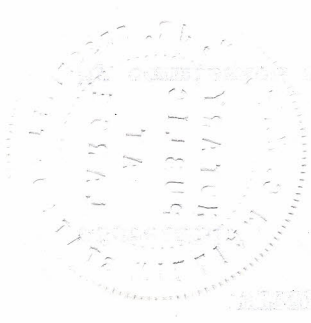
TVA 2537 - Easement - 3KTM (IA-6-56)

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 346

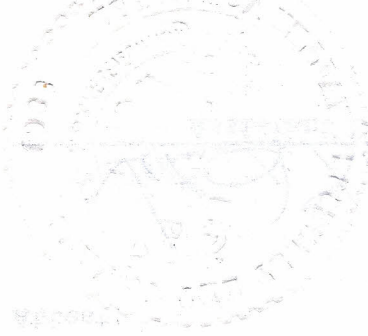
Witness my hand.

Marilyn Black  
Register



NOTARIAL PUBLIC

My Comm. Expires



Marilyn Black  
Notary Public

My Comm. Expires