

## 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

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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.

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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:





TRACT NO. XWBR-648P:

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 lay, construct, maintain, alter, repair, excavate, replace and remove a water pipeline on, over, across, through and under said land, together with the right to excavate and refill ditches and/or trenches for the location of said water pipeline and to cut and keep clear of all trees, bushes, undergrowth and other obstructions that may injure or endanger said line or may interfere with the construction, maintenance and use of said pipeline on, over, and across each of two strips of land located 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 north and east of the junction of Emory and Clifty Streets in Harriman, each strip being described as follows:

PARCEL NO. 1

A strip of land lying on each side of the center line of a water pipeline location, the center line of the location and the boundaries of the strip 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 the Mead Corporation, said point being N. 7° 24' W., 49 feet from US-TVA Monument 41-2-29 (Coordinates: N. 564,913; E. 2,432,503) at a corner in the said boundary, the strip being 20 feet wide, lying 10 feet on each side of the center line of the location; thence S. 87° 14' E., 33 feet to a point; thence N. 3° 44' W., 107 feet to a point where the center line crosses the boundary between the lands of the United States of America and the Mead Corporation, said point being S. 82° 36' W., 10 feet from a metal marker at a corner in the said boundary, the strip at the said corner becoming bounded on the west by a segment of the United States of America's boundary that extends from the said metal marker N. 7° 24' W., 812 feet to a metal marker and continuing to be bounded on the east by a line 10 feet east of and parallel to the center line of the location; thence leaving the United States of America's land and continuing with the center line N. 3° 44' W., 129 feet to a "Tee" junction in the pipe line from which one segment of the water pipe line crosses the Emory River on a bearing of N. 81° 50' E., the said "Tee" being at survey station 0 + 00 on the center line of the location; thence N. 8° 05' W., 682.3 feet to a point where the center line recrosses the United States of America's boundary at survey station 6 + 82.3; said point being S. 77° 20' W., 10 feet from the metal marker previously mentioned as being at the north end of that segment of the United States of America's boundary having a bearing and distance of N. 7° 24' W., 812 feet, and being N. 77° 20' E., 4 feet from a corner (Coordinates: N. 565,870; E. 2,432,415) in the boundary of the United States of America's land, the strip at the last mentioned corner becoming bounded on the west by a segment of the United States of America's boundary that extends from the said corner N. 8° 28' W., 395 feet to a metal marker at a corner in the United States of America's boundary; thence re-entering the United States of America's land N. 8° 26' W., 267.7 feet to survey station 9 + 50; thence N. 22° 26' W., approximately 45 feet to a point where the center line recrosses the last mentioned segment of the United States of America's boundary at approximate survey station 9 + 95; thence leaving the United States of America's land and continuing with the center line of the water pipeline location N. 22° 26' W., approximately 40 feet to a point opposite which the strip terminates at the intersection of the United States of America's boundary with the line 10 feet east of and parallel to the center line of the location. Except therefrom all land lying below the 745-foot contour elevation. 366

The above described strip of land, after giving effect to the exception above noted, contains 0.27 acre, more or less.

PARCEL NO. 2

A strip of land 20 feet wide, lying 10 feet on each side of the center line of a water pipeline location, the center line of the location being described as follows:

Beginning at a point where the center line crosses the boundary of the United States of America's land, which is the west line of the right of way for the H. & N. E. Railroad, said point being N. 87° 14' W., 164 feet from the beginning point for the above described Parcel No. 1; thence N. 87° 14' W., 56 feet to a point in the boundary of the United States of America's land, which is the east line of the right of way for the L. & N. Railroad.





The strip of land described above as Parcel No. 2 contains 0.03 acre, more or less.

The land described above as comprising two parcels contains a net total of 0.30 acre, 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 instruments of record in the office of the Register for Roane County, Tennessee:

Deed from The Mead Corporation dated September 23, 1955, recorded in Book of Deeds V-7, Page 47;

Deed from City of Harriman, Tennessee, a municipal corporation, dated January 16, 1942, recorded in Book of Deeds V-5, Page 417; and

Quitclaim Deed from Harriman and Northeastern Railroad Company dated November 5, 1956, recorded in Deed Book 2, Series 7, Page 589.

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 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 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.



The strip of land described above as Parcel No. 2 contains 0.03 acre, more or less.

The land described above as comprising two parcels contains a net total of 0.30 acre, 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 inscribed with the given number.

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

Deed from The Mead Corporation dated September 23, 1955, recorded in Book of Deeds V-7, Page 47;

Deed from City of Harrison, Tennessee, a municipal corporation, dated January 16, 1941, recorded in Book of Deeds V-5, Page 417; and

Quitclaim Deed from Harrison and Northeastern Railroad Company dated November 5, 1956, recorded in Deed Book 2, Series 7, Page 589.

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 situated by the above-described easement and right of way which lies below the 700-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 situated by the easement and right of way conveyed hereby which lies below the 700-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 conveyance, covenants for itself, its assigns 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, 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 soaking 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

BY TENNESSEE VALLEY AUTHORITY, its legal agent

By Robert J. Coker Chief, Land Branch

Attest: John D. Rather  
Assistant Secretary

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

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

My commission expires: January 14, 1962



STATE OF TENNESSEE, ROANE COUNTY. REGISTER'S OFFICE

The foregoing instrument and certificate were noted  
in Note Book 4, Page 211 at 8:30 O'clock A.M. Oct 25, 1960  
and recorded in Deed Book 5, Series 8, Page 364  
Witness my hand.

Marilyn Black  
Register

