

GRANT OF TRANSMISSION LINE EASEMENT

FOR AND IN CONSIDERATION of the sum of

- - - - - TWENTY-FIVE and no/100 - - - - -

Dollars (\$25.00),

cash in hand paid, receipt whereof is hereby acknowledged, we, the undersigned,

THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK,

have this day bargained and sold, and by these presents do hereby grant, bargain, sell, transfer, and convey unto the United States of America, a permanent easement and right-of-way, for the following purposes, namely: the perpetual right to enter and to erect, maintain, repair, rebuild, operate, and patrol one or more electric power transmission lines, and one or more telephone and/or telegraph lines, including the right to erect such poles and other transmission line structures, wires, cables, and any necessary appurtenances; the right to clear said right-of-way and keep the same clear of brush, timber, inflammable structures, and fire hazards; and the right to remove danger trees, if any, located beyond the limits of said right-of-way; all over, upon, across, and under the following described land, to-wit:

A certain tract or parcel of land lying
in the 1st Civil District of Roane County,
Tennessee, containing 3442 acres, more or
less, being the same property conveyed to
The Metropolitan Casualty Insurance Company
by deed of Fidelity Bank & Trust Company,
dated 2 February 1931, recorded in Deed
Book A, Vol. 5, page 444, Register's
Office, Roane County, Tennessee.

The easement and right-of-way hereby granted covers a strip of land irregular ~~xxx~~
in width across the above described lands, and is more particularly located and described as follows:

TRACT NO. HP-2

A parcel of land for a transmission line right of way 100 feet wide, lying 50 feet on each side of the center line of the Harriman-Petros transmission line location, in the First Civil District of Roane County, Tennessee, as shown on a map filed in the Recorder's office of Roane County, through the land of the Metropolitan Casualty Insurance Company of New York, the said parcel being more particularly described as follows:

Beginning at a point where the center line crosses the north line of the Metropolitan Casualty Insurance Company of New York's land, which is the south

line of the Martha Ayres Rockwell Heirs' land, at survey station 3 + 03 on the center line of the relocation, said point being S. 60° 50' E., 240 feet from an iron pipe, a corner of the lands of the Metropolitan Casualty Insurance Company of New York, and the Martha Ayres Rockwell Heirs; thence, with the Metropolitan Casualty Insurance Company of New York's north line, S. 60° 50' E., 7.1 feet to a point in the northeast right of way line of an existing transmission line; thence, leaving the Metropolitan Casualty Insurance Company's line, and with the said right of way line in a southwesterly direction, 306.3 feet to a point; thence, leaving the existing right of way line, N. 61° 12' W., 11.6 feet to a point; thence, with a line that is 50 feet from and parallel to the center line of the location, N. 28° 48' E., 302.7 feet to a point in the north line of the Metropolitan Casualty Insurance Company of New York's land; thence, with the Metropolitan Casualty Insurance Company of New York's north line, S. 60° 50' E., 50 feet to the point of beginning; and containing 0.07 acres, more or less.

TO HAVE AND TO HOLD the said easement and right-of-way to the United States of America, its successors and assigns, forever.

We covenant with the said United States of America that we are lawfully seized and possessed of said real estate, have a good and lawful right to convey the same, that the same is free of all encumbrances, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

We do further covenant and agree that the payment of the purchase price above stated is accepted by us as full compensation for all damage incidental to the exercise of any of the rights above described, including any depreciation in the value of the land resulting from the granting of this easement; EXCEPT that the United States of America shall remain liable for any additional damage which may be caused to the property of the undersigned by its construction forces or by the construction forces of its agents and employees, in the erection and maintenance of said lines.

IN WITNESS WHEREOF, the Company THE METROPOLITAN CASUALTY INSURANCE CO. OF N.Y. has caused this indenture to be executed by its duly authorized officers, the corporate seal hereunto affixed, and attested this 14 day of October, 1940.

By: *Harry A. Lander*

President

ATTEST: *Arthur J. Brown*

Secretary

STATE OF
COUNTY OF

On this _____ day of _____, 19____, before me personally appeared _____, his wife, to me known and _____, to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

STATE OF NEW JERSEY
COUNTY OF ESSEX

On this fourteenth day of October, 1940, before me appeared

, to me personally known, who, being

HOWE S. LANDERS
by me duly sworn did say that he is the PRESIDENT

of THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK, a corporation,

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors and said

HOWE S. LANDERS acknowledged said instrument to be the free act and deed of said Corporation.

WITNESS my hand and seal at office in
this 14 day of October, 1940.

Dorothy A. Zimmerman
Notary Public.

My commission expires:

MY COMMISSION EXPIRES MAY 22, 1944

GRANT

OF
Transmission Line Easement

TO
THE UNITED STATES OF AMERICA

STATE OF TENNESSEE

COUNTY OF Frank

Received for record the 13
day of November, A. D., 1940
at 8 1/2 o'clock, A. M.

Noted in Note Book E

Page 99, and Recorded in Book of

Deeds CP, Volume 5

Page 462

Witness my hand.

Fee Paid 1.55

Wm. P. Staples
County Register.

360
429
789
500
300 -

20
1.00
25
1.55