

GRANT OF TRANSMISSION LINE EASEMENT

2-LCH-1

FOR AND IN CONSIDERATION of the sum of

TEN and 00/100 - - - - - Dollars (\$ 10.00),

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

HARRIMAN AND NORTHEASTERN RAILROAD COMPANY, a Tennessee corporation,

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 situated in the City of Harriman, in the First Civil District of Roane County, Tennessee, and being the same land conveyed to Harriman Northeastern Railroad Company, a Tennessee corporation, by Isaac H. Funk et al by deed dated December 4, 1895, and recorded in Deed Book S-2, page 245, in the Register's office of Roane County, Tennessee, to which deed reference is hereby made for a more particular description of said land.

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

A parcel of land for a right of way located in the City of Harriman in the First Civil District of Roane County, Tennessee, as shown on a map entitled "Harriman-Petros Transmission Line" filed in the office of the Register of Roane County, said parcel lying on each side of the base line of a survey for a transmission line location, the base line of the survey and the boundaries of the parcel being more particularly described as follows:

Beginning at a point where the base line crosses the north line of the Harriman substation tract, which is the south line of the land of the Harriman & Northeastern Railroad Company, at survey station 1 + 33.5 on the base line of the survey, said point being S. 77° 45' W., 138.5 feet from the northeast corner of the substation tract, the parcel being bounded on the west by the Emory River and on the right side of the base line by a line 50 feet from and parallel to the base line; thence N. 14° 11' W., 8.5 feet to survey station 1 + 42.0; thence N. 80° 33' W. to a point in the west line of the land of the Harriman & Northeastern Railroad Company at the Emory River, the base line crossing the water's edge on the east side of the river at 58.0 feet and at survey station 2 + 00.

The above described parcel of land is a continuous right of way containing property between the above named boundary lines and contains 0.1 acre, more or less.

The easement and rights herein conveyed are granted on the condition that the Harriman Northeastern Railroad Company, its successors and assigns, shall have the use of the land over which the easement is granted for any purpose which will not interfere with or be inconsistent with the easement, and that if at any time hereafter the transmission line is abandoned and removed the easement and all rights incident or appurtenant thereto shall revert to the said Railroad Company, its successors and assigns, as their respective interests may appear.

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

~~We do hereby 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.~~

We do ~~not~~ 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, we have hereunto subscribed our names on this the 26th day of October, 1946.

HARRIMAN AND NORTHEASTERN RAILROAD COMPANY

ATTEST:

By:

Vice President.

Secretary.

STATE OF
COUNTY OF

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

WITNESS my hand, at office, this day of , 19 .

Notary Public.

My commission expires

STATE OF DISTRICT OF COLUMBIA
COUNTY OF CITY OF WASHINGTON

On this 26th day of October

John B. Hyde

by me duly sworn did say that he is the

and

of Harriman/Northeastern Railroad Company

Vice President

, 1946, before me appeared
to me personally known, who, being

, a corporation,

deed of said 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 John B. Hyde
acknowledged said instrument to be the free act and

WITNESS my hand and seal at office in Washington, D. C.
this 26th day of October, 1946.

Arthur G. Stone
Notary Public, D. C.

My commission expires: Nov. 15, 1946.

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GRANT

OF

Transmission Line Easement

HARRIMAN AND NORTHEASTERN RAILROAD
COMPANY

TO

THE UNITED STATES OF AMERICA

STATE OF TENNESSEE

COUNTY OF Roane

Received for record the 26

day of Dec, A. D., 1946

at 9:00 o'clock, A.M.

Noted in Note Book E

Page 298, and Recorded in Book of

Deeds 4, Volume 6

Page 351

Witness my hand.

Fee Paid

Olive R. Staples
County Register.