

This instrument was prepared by: jr.
Bernard M. Robinson
Bernard M. Robinson, Attorney
523 Lupton Building
Chattanooga, Tennessee

GRANT OF TRANSMISSION LINE EASEMENT

TRACT NO. HHD-4

FOR AND IN CONSIDERATION OF THE SUM OF FIFTY AND NO/100-----

-----Dollars (\$50.00),
cash in hand paid, receipt whereof is hereby acknowledged, the undersigned,

THE CITY OF HARRIMAN, TENNESSEE, a municipal
corporation of Tennessee

has this day bargained and sold, and by these presents does 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 at any time and from time to time and to erect, maintain, repair, rebuild, operate, and patrol one line(s) of poles or transmission line structures with sufficient wires and cables for electric power circuits and telephone circuits, and all necessary appurtenances, in, on, over, and across said right of way, together with the right to clear said right of way and keep the same clear of brush, trees, buildings, and fire hazards; and 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:

TRACT NO. HHD-4

A triangular parcel of land for a right of way located in the First Civil District of Roane County, State of Tennessee, as shown on a map prepared by the Tennessee Valley Authority and entitled "Harriman-Harriman District Transmission Line," said parcel lying on the northwest side of the center line of a transmission line location, and being more particularly described as follows:

Beginning at a corner of the lands of The City of Harriman, Tennessee, Beecher C. Milligan et al, Charley Williams, and Catherine Evelyn Scott et al, said corner being 25.7 feet northwest of and opposite survey station 17 + 52.7 on the center line of the location; thence with the north line of the land of Catherine Evelyn Scott et al N. 85° 20' W., 33.0 feet to a point; thence leaving

1967

263

264
the property line, with a line 50 feet northwest of and parallel to the center line of the location N. 47° 20' E., 49.1 feet to a point in the east line of the land of The City of Harriman, Tennessee, which is the west line of the land of Beecher C. Milligan et al; thence with the west line of the land of Beecher C. Milligan et al S. 5° 03' W., 36.1 feet to the point of beginning, and containing 0.01 acre, more or less.

The previous and last conveyance of this property is of record in Deed Book B-8, Page 508, in the office of the Register for Roane County, Tennessee.

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

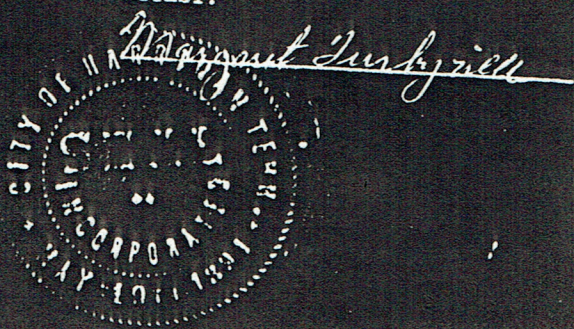
The City of Harriman, Tennessee covenants with the said United States of America that it is lawfully seized and possessed of said real estate, has a good and lawful right to convey the same, that the same is free of all encumbrances, and that it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

The City of Harriman, Tennessee does further covenant and agree that the payment of the purchase price above stated is accepted by it as full compensation for all damage caused by the exercise of any of the rights above described; EXCEPT that the United States of America shall remain liable for any damage to growing crops and fruit trees and any direct physical damage 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 or in exercising a right of ingress and egress to said lines.

In further consideration of the payment of the purchase price above stated, The City of Harriman, Tennessee for itself, its successors and assigns, covenants and agrees to and with the United States of America that no buildings or fire hazards shall be erected or maintained within the limits of the right-of-way, and this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

IN WITNESS WHEREOF, the City of Harriman, Tennessee, has caused this instrument to be executed in its corporate name by its Mayor pursuant to resolution adopted by the City Council of Harriman, Tennessee, on 7th day of June, 1966, of record in its Minute Book 1, Page 179, on this the 13 day of June, 1967.

ATTEST:



THE CITY OF HARRIMAN, TENNESSEE
By A. B. Foster
A. B. FOSTER, MAYOR

STATE OF TENNESSEE
COUNTY OF ROANE

On this 13 day of June, 1967, before me appeared A. B. FOSTER, to me personally known, who, being by me duly sworn did say that he is the Mayor of the CITY OF HARRIMAN, TENNESSEE, a municipal corporation and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, sealed and delivered in behalf of said corporation, by authority of its City Council and said A. B. FOSTER acknowledged said instrument to be the free act and deed of said Corporation on the day and year therein mentioned.

WITNESS my hand and seal at office in Hammon
this 13 day of June, 1967.

265



MY COMMISSION EXPIRES MAY 20, 1968

MY COMMISSION EXPIRES MAY 20, 1968

Helen Johnson
Notary Public

STATE OF TENNESSEE, ROANE COUNTY, REGISTER'S OFFICE

The foregoing instrument and certificate were noted
In Note Book 42 at 11:30 O'clock A. M. June 13, 1967
and recorded in Deed Book X, Series 9, Page 263

Witness my hand.

Mailey Black
Registrar

#153
DUPLICATE DEED

(This instrument prepared by Hammond Fowler, Attorney, Rockwood,