

OPTION FOR TRANSMISSION LINE EASEMENT

IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged, the undersigned,

CITY OF HARRIMAN, TENNESSEE
Harriman
Tennessee

hereby grant to the Tennessee Valley Authority (hereinafter called TVA) the option to purchase in the name of the United States of America for a further sum of

FIFTY & NO/100----- Dollars (\$ 50.00)
Irregular in width a permanent ease-

ment and right of way of such width as TVA may specify, not exceeding _____ feet, 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 1 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 that certain tract of land consisting of _____ acres and located in the First Civil District, County of Roane, State of Tennessee, described in the instrument of record in Deed Book B-8, Page 508, shown on Sheet 1 of Drawing LW-5702, R. . The easement and right of way will be as

This option shall continue in force for a period of 6 months from the day it bears date, and, at any time within said period TVA shall have the right to exercise said option by giving the undersigned written notice, delivered to the undersigned, either in person or by letter mailed to the address given above. At any time within said period TVA, its agents, assigns, or contractors, may enter upon the land of the undersigned for the purpose of exercising any of the easement rights above described, it being understood that in such event TVA shall be deemed to have thereby finally exercised this option; PROVIDED, HOWEVER, that TVA may enter upon the land of the undersigned for the purpose of making surveys without being deemed to have exercised this option.

If TVA shall elect to exercise this option, the undersigned agree that at such time as TVA may name they will execute and deliver to TVA a properly executed instrument of conveyance whereby the above described easement and right of way are conveyed to the United States of America free from encumbrances, and that the conveyance will contain a covenant that no buildings or fire hazards will be erected or maintained by the undersigned or their successors in title within the limits of the right of way; and the undersigned understand and hereby agree that they will share in the purchase price above stated in the same proportion in which they share in the ownership of the land, and that it will not be payable to them until TVA has had time, reasonably sufficient, to permit it to examine and approve title to the land affected, and until the delivery of such conveyance. It is further understood and agreed by the undersigned that the payment of such purchase price will be accepted as full compensation for all damage caused by the exercise of any of the rights above described; EXCEPT that TVA 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 in the erection and maintenance of or in exercising a right of ingress and egress to said lines.

If, after the exercise of this Option Contract as hereinabove provided, TVA shall consider it necessary to file condemnation proceedings in order to acquire title to the above described easement and right of way, the price stated shall be treated as full and complete compensation for said easement and right of way, and this contract shall constitute a stipulation to that effect which may be filed by TVA in, and may thereupon be treated as a part of the record in said condemnation proceedings. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or agreement, or any benefit that may arise therefrom; but this provision shall not apply if this contract is made with a corporation for its general benefit.

IN WITNESS WHEREOF, we have hereunto subscribed our names on this 7th day of June, 1946

WITNESSES:

John S. Hensley
Margaret Luby

CITY OF HARRIMAN, TENNESSEE

By *A. B. Foster*
A. B. Foster, Mayor

1/100th of an acre