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THIS AGREEMENT made and entered into this the 19 day of April, 1966 between COAL CREEK MINING AND MANUFACTURING COMPANY and POPLAR CREEK COAL AND IRON COMPANY, hereinafter called GRANTORS, and HARRIMAN UTILITY BOARD hereinafter called GRANTEE,

W I T N E S S E T H :

That, subject to the hereinafter mentioned conditions, Grantors in consideration of their interests in their neighbors and their welfare, do hereby grant to Grantee a right-of-way forty (40) feet in width for construction, use and maintenance of an electric power line over Grantors' property and along the routes shown on maps, dated with even date of this agreement and signed by the parties hereto by their proper officers.

More specifically, said lines are located in Morgan and Roane Counties, Tennessee and on the following tracts of land belonging to Grantors:

W. G. McPherson Furnace Tract, DeArmond Tract, Hooper Tract, Amelius Letory Tract, and Thomas Dalton Grant.

This grant is made by Grantors, and as agreed by Grantee, subject to the following conditions:

1. Grantors reserves all rights in said right-of-way not specifically granted herein.
2. It is agreed that any commercial timber cut by Grantee shall be cut in merchantable log lengths, and shall be and remain the property of Grantors.
3. Grantors reserve the right to use the said right-of-way at any time for any legitimate purpose that does not interfere materially with Grantees' use of it for the purpose herein set out.

This instrument was prepared by Forrest Andrews, Knoxville, Tennessee

Received for record the 20th day of April, 1966 at 1:37 o'clock P.M.
CHB office Register

4. Grantee agrees that, if at any time the structures placed upon said right-of-way by it materially interfere with Grantors' use of their adjoining properties for commercial operation by them, or their lessees or assigns, upon sixty (60) days notice from Grantors, or their assigns, it will at its own expense move or change its structures so as to avoid interference. Grantors agree that, if it becomes necessary for Grantee to move its structures in compliance with such notice, Grantors will permit Grantee to use nearby suitable land without charge for its relocated line 3/0 but subject to the restrictions herein mentioned.

5. Grantee does agree to cause this instrument to be recorded in the Register's Office of Morgan County and Roane County, Tennessee, within sixty (60) days from the date hereof, failing which this instrument shall be null and void, and to notify Grantors of the Book and Page of recording.

IN WITNESS WHEREOF Grantors and Grantee have caused their names to be signed and their seals affixed by their respective officers thereunto duly authorized.

THIS 19th DAY OF April, 1966.



attest
W. Haydon, Secy

COAL CREEK MINING AND MANUFACTURING CO.

By: Forrest Andrews
President



attest
W. Haydon, Secy

POPLAR CREEK COAL AND IRON COMPANY

By: Forrest Andrews
President

HARRIMAN UTILITY BOARD

By: S. O. Kelly, Manager

Witness:

W. Beasland Jr.

