TENNESSEE VALLEY AUTHORITY

KNOXVILLE, TENNESSEE 37902

October 11, 1966

The Honorable Roy C. Newman Mayor of Sevierville Sevierville, Tennessee

Dear Mayor Newman:

Enclosed are one executed copy and two prints of the supplemental agreement between the City of Sevierville and TVA regarding abandonment of the footbridge. These are for the city's files. We are proceeding with necessary action for payment to the city, which should be completed in the near future.

Sincerely,

John W. Weathers

Acting Chief of Local Flood Relations

SUPPLEMENTAL AGREEMENT

Between

THE CITY OF SEVIERVILLE, TENNESSEE

And

TENNESSEE VALLEY AUTHORITY

For

COOPERATIVE ACTION FOR FLCOD DAMAGE PREVENTION

$\underline{\underline{W}} \ \underline{\underline{I}} \ \underline{\underline{T}} \ \underline{\underline{N}} \ \underline{\underline{E}} \ \underline{\underline{S}} \ \underline{\underline{E}} \ \underline{\underline{T}} \ \underline{\underline{H}}$:

WHEREAS, the parties hereto have heretofore entered into Contract No. TV-25863A which provided for cooperative action for flood damage prevention in the City of Sevierville, Tennessee; and

WHEREAS, the parties wish to agree upon abandonment by City of a certain footbridge across the Little Pigeon River, and dismantling of such footbridge by TVA;

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter contained, the parties agree as follows:

1. City, for and upon the consideration flowing to it under this supplemental agreement, hereby transfers, conveys, assigns, quitclaims and releases unto TVA all right, title, and interest which City and the public may have in and to the footbridge and appurtenances thereto marked in red on Exhibit A attached hereto and made a part hereof, and will, upon execution of this contract, institute formal action to effect the legal vacation, abandonment, and closure of said footbridge.

2. TVA will:

- a. Dismantle said footbridge and remove and dispose of the parts thereof.
- b. Pay to the City the sum of Ten Thousand Dollars (\$10,000).

3. The respective rights and responsibilities of the parties as set forth in Contract No. TV-25863A are hereby reaffirmed in all respects, except as supplemented by this supplemental agreement.

IN WITNESS WHEREOF, the parties hereto have executed this supplemental agreement by their duly authorized representatives as of the day and year first above written.

ATTEST:

CITY OF SEVIERVILLE, TENNESSEE

By Roy C Neuman

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TENNESSEE VALLEY AUTHORITY

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Law

