

ELECTRIC EASEMENT

For and in consideration of the sum of \$1.00 paid, receipt of which is hereby acknowledged, TENNESSEE ENERGY PIPELINE AND STORAGE COMPANY, a Tennessee corporation, "Grantor", grants unto the Harriman Utility Board, operating agency for the City of Harriman, Tennessee, "Grantee", a perpetual easement described as follows;

A strip of land thirty feet (30') in width, lying fifteen feet (15') on either side of the center line of an electric power distribution line to be installed on the hereinafter described property at location known and agreed to by the parties hereto;

for the purpose of installing, operating and maintaining said electric power distribution line as well as rights of ingress and egress to and from said line for these purposes over the following described property:

Situated in the 10th Civil District of Morgan County, Tennessee, being that property owned by the Grantor and referenced by deed, or deeds, of record in the Office of the Registrar for Morgan County, Tennessee as described in Deed Book G, Volume 8, Page 30, and shown on the Morgan County Tax Map Number 140, Parcel Number 15.00 pt of.

This conveyance is made subject to the following restrictions:

A. No building or other structure, other than fences, will be constructed or located within the described easement area nor will trees be planted without the express written permission of the Grantee.

B. Initial right of way clearing shall be performed by the Grantor, or the party the line is being built to serve if different from the Grantor, according to Grantee specifications as follows:

All trees and underbrush shall be cleared within the thirty foot (30') right of way including any and all limbs protruding into said right of way so that the finished right of way shall be cleared from ground to sky. Any dead or leaning trees which may constitute a future hazard to the line shall also be removed or topped as necessary.

C. If underground facilities are to be installed the right of way shall be cleared as described above. In addition, all stumps, rocks or other obstructions shall be removed and the entire thirty foot (30') easement area graded to within two inches (2") of final grade.

D. The Grantee shall have the right to trim, cut or remove any tree, shrub or other obstruction placed on said easement area which, in its opinion, interferes with the safe and efficient operation of its facilities.

E. The Grantor reserves the right to use said easement area for any other purposes which do not interfere with the construction, installation, operation, maintenance, alteration, repairs, removal, etc. performed by the Grantee.

The Grantor certifies that it is the owner of the aforescribed property and has a perfect right to enter into this agreement and will defend the title to said property against any persons claiming otherwise.

This easement signed this 19th day of November, 1997.

TENNESSEE ENERGY PIPELINE AND
STORAGE COMPANY

By: 

Fred W. Wyatt, President

Received for record this 24th day of November, 1997 at 1¹⁵ O'Clock P.m.

JAMES W. JONES, Registrar
MORGAN COUNTY

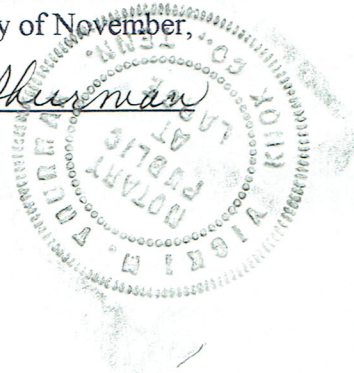
State of Tennessee
County of Knox

BEFORE ME, the undersigned authority, a Notary Public of the State and County aforesaid, personally appeared Fred W. Wyatt with whom I am personally acquainted, and who upon oath, acknowledge himself to be the President of TENNESSEE ENERGY PIPELINE AND STORAGE COMPANY, a Tennessee corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as President, and causing the Corporation's seal to be affixed thereto.

WITNESS my hand and seal at office in Knox County, Tennessee, this 19th day of November, 1997.

Vicki M. Sherman
NOTARY PUBLIC

My Commission Expires: March 3, 1998



STATE OF TENNESSEE, MORGAN COUNTY

The foregoing instrument and certificate were noted in
Note Book N Page 248 At 1:15 O'clock P 11-24-97
and recorded in Book 638 Series 5 pg 704
State Tax Paid \$ 8.60 Fee 8.00 Recording Fee 8.00
Witness My Hand.
Receipt No. 77275

James W. Jones
JAMES W. JONES
Register