

This instrument prepared by:
Harriman Utility Board
James Burnham, PE

**HARRIMAN UTILTIY BOARD
UTILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, **Joe & Gertrude Underwood** for and in consideration of the sum of one thousand dollars (\$1,000), the receipt, whereof is hereby acknowledged, do hereby grant unto **HARRIMAN UTILTIY BOARD**, a body politic, whose address is 300 N. Roane Street, Harriman, Tennessee, 37748, and to its successors or assigns, an easement in and the perpetual right to enter upon the lands of the undersigned situated in Roane County, State of Tennessee, and more particularly described as follows, to wit:

Beginning at a point in the southern boundary also the northern edge of the Emory River, said point being 10 feet from the eastern side of an existing HARRIMAN UTILITY BOARD sewer easement, thence running parallel to and 10 feet east of the existing easement N 04DEG 37MIN 12SEC W, approximately 42.5 feet, thence running N 12DEG 24MIN 39SEC W, approximately 308.5 feet to the southern railroad right-of-way.

Describing the centerline of a 20 feet wide permanent easement with a 20 feet wide temporary construction easement adjacent to the permanent easement on the eastern side.

BEING the same property conveyed to the undersigned by deed of record in Deed Book 19, Page 00047; Register's Office of Roane County, Tennessee, if available, the property is shown on Roane County Tax Map 26K, Group N, Parcel 3.00, and to construct, reconstruct, repair, operate and maintain on the above-described lands and/or in or upon all streets, roads, or highways abutting said lands, water and/or gas distribution line(s) or system(s).

The undersigned additionally hereby grants, conveys and assigns the HARRIMAN UTILTIY BOARD a continuing easement across the above described property at all times after the installation of the utility line in order to:

- a. Inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the HARRIMAN UTILTIY BOARD may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of water and/or gas line(s) and appurtenances;
- b. keep the easement clear of all buildings, structures, or other obstructions which may interfere with the operation and maintenance of the water and/or gas line(s) or system(s);
- c. tap onto or otherwise connect with any point on said line and to lay or otherwise cause to be installed additional utility lines off of the originally installed line.

The HARRIMAN UTILTIY BOARD agrees to require its servants, agents, and/or contractors to protect and restore said property to a condition similar or equal to that existing at the commencement of construction of said water line. Any service connection serving the property and connected to said water and/or gas line by the grantors, their heirs successors, and assigns shall be constructed and installed pursuant to and in compliance with all applicable rules and regulations of the HARRIMAN UTILTIY BOARD.

The portion of parcel of land upon which said water and/or gas line to be constructed, is to remain the property of the undersigned and may be used by the undersigned for any purpose desired, except for the construction of permanent buildings, after the construction of said water and/or gas line is completed, provided in the opinion of the HARRIMAN UTILTIY BOARD said use does not destroy, weaken, or damage the above described improvement nor interfere with the operation or maintenance of same.

The undersigned covenant that they are the owners of the above-described lands and have good right and title to convey the within described easement.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 31 day of JANUARY, 2011.

Gertrude Underwood (Legal Signature)

Joe Underwood (Legal Signature)

STATE OF TENNESSEE

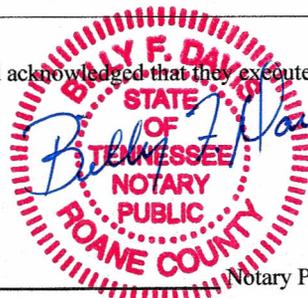
COUNTY OF ROANE

On this 31 day of JANUARY, 2011, before me personally appeared Joe & Gertrude Underwood

to be known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and official seal at Harriman, Tennessee, the day and year aforesaid.

Billy F. Davis



Notary Public

My commission expires May 15, 2012

**MY COMMISSION EXPIRES:
MAY 15, 2012**

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