

This Instrument Prepared By:  
B. DIANE BIDDLE  
ATTORNEY AT LAW  
Oliver Springs, Tn. 37840

DEED OF EASEMENT

THIS INDENTURE, made by and between AMERICAN DEVELOPMENT AND CONSTRUCTION COMPANY, a Partnership, of Fentress County, Tennessee, herein referred to as the Grantor, and THE CITY OF HARRIMAN, ROANE COUNTY, TENNESSEE, a municipal corporation, for the use and benefit of the HARRIMAN UTILITY BOARD, an arm of the city, herein referred to as the Grantee.

WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the benefits accruing to the Grantor from the establishment and maintenance of an electrical distribution line through the Grantor's land, hereby transfers, grants and conveys unto the Grantee, its successors and assigns, a right of way and permanent utility easement over and across the hereinafter described property lying and being in the Tenth (10th) Civil District of Morgan County, Tennessee and being more particularly described as follows:

BEING a fifteen (15) foot wide strip of land lying parallel to and contiguous with the Right-of-Way of Fairview Drive for the purpose of installing, operating and maintaining an electric distribution line, including rights of ingress and egress to and from said line for the purpose of clearing, repairing and doing whatever is necessary for efficient operation of said line over the property of American Development and Construction Company situated in the Tenth (10th) Civil District of Morgan County, Tennessee, being a portion of FAIRVIEW ESTATES SUBDIVISION and being more particularly described as follows:

BEING LOT NOS. ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5) AND SIX (6) of the Fairview Estates Subdivision as the same appears on the Plat of said subdivision of record in the Register's Office for Morgan County, Tennessee, in Miscellaneous Series No. 36 at Page 234, to which reference is hereby made for a metes and bounds

Received for record this 3<sup>rd</sup> day of March, 1986 at 330 P.M.

JAMES W. JONES, Register  
MORGAN COUNTY

description of the said LOT NOS. 1, 2, 3, 4, 5 and 6 of Fairview Estates Subdivision.

The above-described easement is a part of the same property conveyed to American Development and Construction Company, a partnership, by Warranty Deed dated April 29, 1985, and recorded in Deed Book K, Series 7, Page 628, et seq., in the Register's Office for Morgan County, Tennessee. The property is further subject to the Restrictions of FAIRVIEW ESTATES SUBDIVISION of record in the Register's Office for Morgan County, Tennessee, in Miscellaneous Series 36, at Page 270.

No buildings or other structures, other than fences, will be constructed or located within the described 15 foot wide easement area and no trees are to be planted within said easement area.

The Harriman Utility Board shall have the right to trim or cut any tree or shrub and at anytime remove any obstruction placed on said right-of-way to avoid interference with the safe and efficient operation of its facilities.

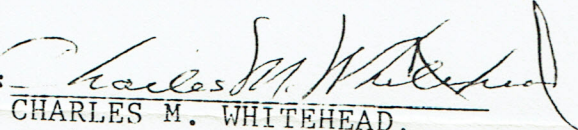
TO HAVE AND TO HOLD the above-described easement, with the appurtenances, estate, title and interest thereto belonging unto the Grantee, its successors and assigns, forever.

The Grantor covenants with the Grantee that it is lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered. The Grantor further covenants and binds itself, its successors and assigns, to warrant and defend the title to the land described herein to the Grantee against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the Grantor has executed this Deed of Easement on this the 25th day of FEBRUARY, 1986.

AMERICAN DEVELOPMENT AND  
CONSTRUCTION COMPANY, A  
PARTNERSHIP

BY:

  
CHARLES M. WHITEHEAD,  
Authorized Partner

STATE OF TENNESSEE

COUNTY OF MORGAN

Before me, the undersigned authority, of the State and County aforesaid, personally appeared, CHARLES W. WHITEHEAD, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of AMERICAN DEVELOPMENT AND CONSTRUCTION COMPANY, a general partnership, the within named bargainor, a partnership, and that he as such partner, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and official seal at office this 25th day of FEBRUARY, 1986.

Thomas J Biddle  
NOTARY PUBLIC

My Commision Expires: 4-18-87

SEAL

STATE OF TENNESSEE

COUNTY OF MORGAN

I hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is \$ -0- which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Charles B. How III  
Affiant

Subscribed and sworn to before me

this 3rd day of March, 1986.

James W. Jones, Jr  
Notary Public

Register

My Commission Expires: 8-31-86

STATE OF TENNESSEE, MORGAN COUNTY

The foregoing instrument and certificate were noted in  
Book L Page 535 At 3:28 O'clock P.M. 3-3-1986  
I recorded in Buyer's Book #        Series 3 Page 256  
The Tax Paid \$        Fee        Recording Fee 12.00 Total \$ 12.00

Witness My Hand.

Receipt No. 37241

James W. Jones  
JAMES W. JONES  
Register

This Instrument Prepared By:  
B. DIANE BIDDLE  
ATTORNEY AT LAW  
Oliver Springs, Tn. 37840

DEED OF EASEMENT

THIS INDENTURE, made by and between AMERICAN DEVELOPMENT AND CONSTRUCTION COMPANY, a Partnership, of Fentress County, Tennessee, herein referred to as the Grantor, and THE CITY OF HARRIMAN, ROANE COUNTY, TENNESSEE, a municipal corporation, for the use and benefit of the HARRIMAN UTILITY BOARD, an arm of the city, herein referred to as the Grantee.

WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the benefits accruing to the Grantor from the establishment and maintenance of an electrical distribution line through the Grantor's land, hereby transfers, grants and conveys unto the Grantee, its successors and assigns, a right of way and permanent utility easement over and across the hereinafter described property lying and being in the Tenth (10th) Civil District of Morgan County, Tennessee and being more particularly described as follows:

BEING a fifteen (15) foot wide strip of land lying parallel to and contiguous with the Right-of-Way of Fairview Drive for the purpose of installing, operating and maintaining an electric distribution line, including rights of ingress and egress to and from said line for the purpose of clearing, repairing and doing whatever is necessary for efficient operation of said line over the property of American Development and Construction Company situated in the Tenth (10th) Civil District of Morgan County, Tennessee, being a portion of FAIRVIEW ESTATES SUBDIVISION and being more particularly described as follows:

BEING LOT NOS. ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5) AND SIX (6) of the Fairview Estates Subdivision as the same appears on the Plat of said subdivision of record in the Register's Office for Morgan County, Tennessee, in Miscellaneous Series No. 36 at Page 234, to which reference is hereby made for a metes and bounds

Received for record this 3<sup>rd</sup> day of March, 1986 at 3:30 P.M.

JAMES W. JONES, Register  
MORGAN COUNTY

description of the said LOT NOS. 1, 2, 3, 4, 5 and 6 of Fairview Estates Subdivision.

The above-described easement is a part of the same property conveyed to American Development and Construction Company, a partnership, by Warranty Deed dated April 29, 1985, and recorded in Deed Book K, Series 7, Page 628, et seq., in the Register's Office for Morgan County, Tennessee. The property is further subject to the Restrictions of FAIRVIEW ESTATES SUBDIVISION of record in the Register's Office for Morgan County, Tennessee, in Miscellaneous Series 36, at Page 270.

No buildings or other structures, other than fences, will be constructed or located within the described 15 foot wide easement area and no trees are to be planted within said easement area.

The Harriman Utility Board shall have the right to trim or cut any tree or shrub and at anytime remove any obstruction placed on said right-of-way to avoid interference with the safe and efficient operation of its facilities.

TO HAVE AND TO HOLD the above-described easement, with the appurtenances, estate, title and interest thereto belonging unto the Grantee, its successors and assigns, forever.

The Grantor covenants with the Grantee that it is lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered. The Grantor further covenants and binds itself, its successors and assigns, to warrant and defend the title to the land described herein to the Grantee against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the Grantor has executed this Deed of Easement on this the 25th day of February, 1986.

AMERICAN DEVELOPMENT AND  
CONSTRUCTION COMPANY, A  
PARTNERSHIP

BY: Charles M. Whitehead  
CHARLES M. WHITEHEAD,  
Authorized Partner

STATE OF TENNESSEE

COUNTY OF MORGAN

Before me, the undersigned authority, of the State and County aforesaid, personally appeared, CHARLES M. WHITEHEAD, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of AMERICAN DEVELOPMENT AND CONSTRUCTION COMPANY, a general partnership, the within named bargainor, a partnership, and that he as such partner, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and official seal at office this 25th day of FEBRUARY, 1986.

Thomas J Biddle  
NOTARY PUBLIC

My Commision Expires: 4-18-87

SEAL

STATE OF TENNESSEE

COUNTY OF MORGAN

I hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is \$ -0- which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Charles B. Flora III  
Affiant

Subscribed and sworn to before me

this 3rd day of March, 1986.

James W Jones, Jr  
Notary Public

Register

My Commission Expires: 8-31-86

STATE OF TENNESSEE, MORGAN COUNTY

The foregoing instrument and certificate were noted in  
the Book L Page 535 At 3:30 O'clock P.M. 3-3 1986  
and recorded in Ref 4 Book #, Series 3 Page 756  
State Tax Paid \$ — Fee — Recording Fee 12.00 Total \$ 12.00

Witness My Hand.

Receipt No. 37241

James W Jones, Jr  
JAMES W. JONES  
Register