Young

GRANT OF ELECTRIC UTILITY LINE EASEMENT

and other considerations

For and in consideration of the sum of \$\frac{1.00}{}, in hand paid, receipt of which is hereby acknowledged, the undersigned owner, sometimes herein referred to as Grantor, hereby grants and conveys unto the CITY OF HARRIMAN, TENNESSEE, for the use and benefit of The Harriman Utility Board, an arm of said City, herein sometimes referred to as Grantee, a perpetual easement over and across certain hereinafter described real estate, said easement being 30 feet in width, lying 15 feet on either side of the following described center line:

Begin at a power pole (PP1) in an existing line on the north bank of old flat fork rd. aproximately 50 ft. NE of a culvert and 167.0 ft. S86 12'W of a Iron Pipe, said pipe being the SE corner of the Baley Fred Allred lll property. Thence along the old rd. N73 13'E, 202.5 ft. to (PP2) at the intersection of a newly cut road; thence continue along the old road S69° 35'E, 233.1 ft. to (PP3); thence continue S69° 35'E, 30 ft. to the end of the branch line. From (PP2) proceed N29° 44'E, 248 ft. to (PP4); thence S74° 21'E, 244 ft. to (PP5); thence continue S74° 21'E, 30 to he end of branch line. From (PP4), said pole being on the westerly side of the new road and being aproximately 42 ft. south of the TVA lines, proceed N18° 25'E, 256, 4 ft. to (PP6), said pole (PP6) is N28° 44'E, 58.74 ft. from the NE corner of the Cagley property,; thence N17° 50'E, 255 ft. to (PP7); thence N9° 27'W, 348 ft. to (PP8), said pole being N56° 16'W, 143.7 ft. from the Aytes property corner at a chain link fence, thence continue N17° 50'E, 30 ft. to the end of the easement.

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 upon and over the following described property:

Situated in the 4 Civil District of Morgan County, Tennessee, and more particularly described as follows:

Property referred to on Tax Map 97, Parcel 13.

which line is to serve the abovedescribed property and other property or properties.

This conveyance is made subject to the following restrictions, which shall run with the land:

- A. No building or other structures, other than fences, will be constructed or located within the described easement area and no trees are to be planted within said easement area.
- B. Initial right of way clearing shall be performed by the Grantor in the following manner:

All trees shall be removed and underbrush cleared so that the right of way will be clear from the ground up within the 30 ft. width. Trees bordering the right of way on either side shall be trimmed symmetrically unless otherwise specified. Dead trees located outside of the right of way but within proximity thereof, which would strike the line in falling, shall be removed. Leaning trees which would require topping, if not removed, shall either be removed or topped.

C. If underground facilities are to be installed, initial right of way clearing shall be performed by the Grantor in the following manner:

All trees shall be removed and underbrush cleared, with all stumps, rocks and other obstructions, removed and the easement graded to within two inches of final grade over the entire width of said required right of way.

D. The Grantee 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.

The Grantor reserves the right to use said easement area for any other purpose which would not interfere with the safe and proper construction, installation, operation, maintenance, alteration, repair or removal of the facilities of Grantee.

The Grantor certifies that he is the owner of the property aforedescribed and has a good and perfect right to enter into this agreement and will defend

it is agreed that all Grantors are included in said designation.

the title to said property against the claims of all persons whomsoever. Whereever herein a singular designation is made for more than one Grantor, This 25thday of JULY , 1985 . Signature of Owner or Owners STATE OF TENNESSEE COUNTY OF ROANE Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named bargainors, Jessie Young with whom I am personally acquainted, and who acknowledged that he the within instrument for the purposes therein contained. witness my hand and official seal this 25th day of JULY , 1985 . ARG. Notary Public Sandra S. McCoy My Commission Expires: 2-10-86 ~^<u>i</u>

THE OF TENNESSEE, MORGAN COUNTY

The foreging instrument and certificate were noted in Note Book Page 5/4 At 10 Octock M 1/-/419 85 and recorded in Ruf L Book #, Series 3 Page 103 Thate Tax Paid \$ Fee Recording Fee 8.0 Total \$ 8.00 Vitness My Hand, Receipt No. 36293 JAMES W. JONES Register