

DEED

WHEREAS, DAVID ELIAS and wife, HELENE R. ELIAS, own certain real estate located in the 1st and/or 2nd Civil District of Roane County, Tennessee, described as a portion of Lot 54, Block E, of Holiday Shores Resort, according to a deed recorded in the Roane County Register's Office in Deed Book E, Series 19, Page 545. Said real estate borders the Lakecrest Drive 50 feet wide right-of-way.

WHEREAS, the HARRIMAN UTILITY BOARD has constructed an electric power distribution line within the boundaries of said Lakecrest Drive 50 feet wide right-of-way.

WHEREAS, the HARRIMAN UTILITY BOARD requires a 30 feet wide strip, lying 15 feet on either side of the centerline of said electric power distribution line for the purpose of installing, operating, and maintaining said electric power distribution line, as well as the rights of ingress and egress to and from said line for these purposes.

WHEREAS, according to survey of Charles M. Freeman, Tennessee Registered Land Surveyor, dated April 12, 2002, as revised on January 14, 2003, February 10, 2004, October 4, 2004 and October 27, 2004, bearing Drawing No. "Elias R2HSR54C1", a copy of which is attached hereto and incorporated herein by reference, a portion of said 30' feet strip encumbers approximately 542 square feet of the aforesaid Elias property.

NOW THEREFORE, in consideration of \$1.00, cash, and other and valuable consideration, the receipt of which is hereby acknowledged, **DAVID ELIAS and wife, HELENE R. ELIAS**, of Madison County, Alabama, do hereby grant to the **HARRIMAN UTILITY BOARD**, operating agency for the City of Harriman, Tennessee, a perpetual easement the purpose of installing, operating, and maintaining said electric power distribution line, as well as the rights of ingress and egress to and from said line for these purposes, over and across the portion of Lot 54, Block E, of Holiday Shores Resort, encumbered by portions of said 30 feet wide strip, according to the aforesaid survey of Charles M. Freeman, Tennessee Registered Land Surveyor, dated April 12, 2002, as revised on January 14, 2003, February 10, 2004, October 4, 2004 and October 27, 2004, bearing Drawing No. "Elias R2HSR54C1", to which reference is hereby made for the full particulars thereof, containing 542 square feet, more or less.

Said easement is subject to the following restrictions and guidelines:

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 **HARRIMAN UTILITY BOARD**.

B. Initial right of way clearing shall be performed by the party the electric power distribution line is being built to serve, according to the **HARRIMAN UTILITY BOARD** specifications as follows:

All trees and underbrush shall be cleared within the 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 even if they are outside the prescribed easement area.

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 easement area graded to within two inches of final grade.

D. The **HARRIMAN UTILITY BOARD** shall have the right to trim and/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. **DAVID ELIAS and wife, HELENE R. ELIAS** reserve for themselves, their heirs, successors and assigns, the right to use said easement area of any other purpose which does not interfere with the construction, installation, operation, maintenance, alteration, repairs, removal, etc., of the electric power distribution line performed by the **HARRIMAN UTILITY BOARD**.

DAVID ELIAS and wife, HELENE R. ELIAS certify that they are the owners of the above-described property and have a perfect right to enter into this agreement and will defend the title to said property against any persons claiming otherwise.

IN WITNESS WHEREOF, **DAVID ELIAS and wife, HELENE R. ELIAS** have subscribed their names hereto on this 24TH day of ~~January~~ ^{June}, 2005.



DAVID ELIAS



HELENE R. ELIAS

ALABAMA
STATE OF ~~FLORIDA~~
COUNTY OF Madison

Personally appeared before me, the undersigned authority, in and for the County and State aforesaid, **DAVID ELIAS and wife, HELENE R. ELIAS**, the within-named bargainors with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal of Office at Office in the County and State aforesaid, on this 24 day of July, 2005.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 3/31/2008

BK/PG: 1122/302-305

05006518

4 PGS : AL - DEED	
SHARON BATCH: 23511	
07/06/2005 - 11:00 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

STATE OF TENNESSEE, ROANE COUNTY

MARLENE HENRY
REGISTER OF DEEDS

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, for the sole consideration of an exchange of releases the receipt and legal sufficiency of which is hereby acknowledged, has released and discharged, and by these presents does hereby forever release and discharge the City of Harriman its heirs, employees, principals, agents, insurers, successors and assigns for and from any and all past, present and/or future liability, claims, rights, demands, obligations, controversies, damages, costs, expenses, actions, causes of action, and/or compensation of any nature whatsoever, whether based on tort, contract, or other theory of recovery, and whether for compensatory or punitive damages which, David Elias and Helene R. Elias, now has, may have in the future, or which hereafter may accrue or otherwise be acquired on account of or in any way related to or growing out of an incident occurring on or about June 1, 2002 in Roane County, Tennessee, and the captioned lawsuit styled **DAVID ELIAS and wife HELENE R. ELIAS V. MARK H. EPPERLY and wife PAMELA W. EPPERLY, THE CITY OF HARRIMAN, TENNESSEE, and BELL SOUTH TELECOMMUNICATIONS**, filed in the Circuit Court for Roane County bearing docket number 12550, and all other matters, without limitation, and any consequences thereof which have resulted or may result from the alleged acts or omissions of the City of Harriman from any and all liability, claims, rights, demands, obligations, controversies, damages, costs, expenses, compensation, actions, and/or causes of action whatsoever, either in law or equity, which the undersigned, its heirs, executors, administrators, successors, and assigns, can, shall or may have by reason of or in anywise incident to or resulting from the above-mentioned lawsuit and incident occurring on or about June 1, 2002 in Roane County, Tennessee.

This Release on the part of David Elias and Helene R. Elias, shall be a fully binding and complete settlement between City of Harriman, their heirs, employees, principals, agents, insurers, representatives, successors and assigns. The Plaintiffs, David Elias and Helene R. Elias agree to hold harmless the parties released from and against all such claims, demands, obligations, actions, causes of action, damages, costs, expenses, including, without limitation, any claims, demands, obligations, actions, causes of actions, damages, costs, expenses of any person claiming by and/or through David Elias and Helene R. Elias. Further, this Release is entered into upon an agreement that an easement deed will be signed, entered into and recorded by the Plaintiffs granting the City of Harriman an easement for the purpose of maintaining power lines, the details of which will be established in the recorded easement deed.

As inducement to the payment of the sum aforesaid, the undersigned declares that they fully understand the terms of this settlement, and that they voluntarily accept the terms for the purposes of making full and final compromise, adjustment and settlement of any and all losses, damages, and injuries heretofore incurred, now existing, or which may hereinafter arise as a result of an incident occurring on or about June 1, 2002 in Roane County, Tennessee and the lawsuit hereinbefore mentioned or referred to, and that the payment of said sum for this release is not an admission of liability by the payors and/or the parties released, but that the payors and/or the parties release expressly deny liability.

The undersigned declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

IN WITNESS WHEREOF, the undersigned, David Elias and Helene R. Elias individually, as Releasor has executed the foregoing release as of this 24th day of JUNE, 2005.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

SIGNED this 24th day of JUNE, 2005.

CAUTION: READ BEFORE SIGNING BELOW

ATTORNEY FOR PLAINTIFF:

PLAINTIFF:


GREG LEFFEW


DAVID ELIAS AND HELENE R. ELIAS

Alabama
STATE OF ~~TENNESSEE~~)
)
COUNTY OF MADISON)

On the 24 day of June, 2005, before me personally appeared David Elias and Helene R. Elias to me known to be the persons named herein and who executed the foregoing Release and who acknowledged to me that they voluntarily executed the same.


NOTARY PUBLIC

My term expires: 3/31/2009

WATSON & HOLLOW, P.L.C.

ATTORNEYS AT LAW

Robert H. Watson, Jr. ✚*
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Also Member:
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*Tenn. Sup. Ct. Rule 31
Approved Mediator

July 22, 2005

Chuck Flora
Harriman Utility Board
P.O. Box 434
Harriman, Tennessee 37748

Re: David Elias and wife, Helene R. Elias v. Mark H. Epperly and wife, Pamela W. Epperly, The City of Harriman, Tennessee, Harriman Utility Board, and BellSouth Telecommunications, Inc.
Roane County Circuit Court No. 12550

Dear Chuck:

Enclosed you will find a copy of the Release and the Easement Deed regarding the above captioned matter. It has taken us quite some time to get to this point, but I am pleased with the results. The Easement Deed has already been recorded with the Court. The Easement Deed and Release are for your records. I am currently waiting on the Order of Compromise and Dismissal to be signed by Judge Simmons so this matter can be concluded in its entirety. Once I receive a copy of that, I will forward it to you.

Very truly yours,


Benjamin K. Lauderback

BKL: krm

Enclosures

cc: Sherry Austin, L01002809 A
Harold Balcom