

TOWN OF MONTEREY
PHIFER MOUNTAIN WATER LINES
UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that I (we) the undersigned, Harlan Henry, for a good and valuable consideration, the receipt, whereof is hereby acknowledged, do hereby grant unto THE TOWN OF MONTEREY OF PUTNAM COUNTY, TENNESSEE, a body politic, whose address is P. O. BOX 97, MONTEREY, TENNESSEE 38574, and to its successors or assigns, an easement in and the perpetual right to enter upon the lands of the undersigned situated in Putnam County, State of Tennessee, and more particularly described as follows, to wit:

An easement being 20 feet wide and extending 10 feet on each side of a centerline which is described as follows:

Running approximately 10 feet from and parallel to the northernmost right-of-way of Interstate Route I-40 across said property.

BEING the same property conveyed to the undersigned by deed of record in Deed Book 110, Page 381; Register's Office of Putnam County, Tennessee, if available, the property is shown on Putnam County Tax Map 69, Parcel 19, 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 distribution line(s) or system(s) to cut, trim, or remove the trees and shrubbery located ten feet (10') on each side of the center line of said water line for the purpose of constructing, reconstructing, repairing, or operating said lines.

The undersigned additionally hereby grants, conveys and assigns the TOWN OF MONTEREY 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 TOWN OF MONTEREY 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 line(s) and appurtenances;
- b. cut, trim and control the growth by machinery or otherwise of trees and shrubbery located within ten feet (10') of the center line of said line(s) or system(s), or that may interfere with or threaten to endanger the operation and maintenance of said line(s) or system(s);
- c. keep the easement clear of all buildings, structures, or other obstructions;
- d. 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.

It is agreed and understood that the contractor for the TOWN OF MONTEREY, will be financially responsible for all damage done to the fences and/or other structures at the time of the installation of the water line, and will repair or restore any damage accordingly, and the undersigned waives any claim for damages against the TOWN OF MONTEREY, during the construction of the aforesaid improvements.

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 7 day of Nov., 1996.

Harlan Henry

(Legal Signature)

(Legal Signature)

STATE OF TENNESSEE

COUNTY OF Putnam

On this 7 day of November, 1996, before me personally appeared

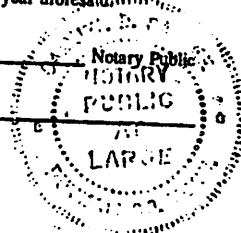
Harlan Henry

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 Putnam County, Tennessee, the day and year aforesaid.

Samuel Sallee

My commission expires October 23, 2000



STATE OF TENNESSEE, PUTNAM COUNTY

The foregoing instrument and certificate were noted in
Note Book 20, Page 227 at 2:40 o'clock P M 10 1997
and recorded in 100 Book 378 Page 417

State Tax Paid \$ Fee

Recording Fee Total Receipt No.

Opal Burns Registrar