

PROPERTY OWNER
ADDRESS

LOUIS E. SPIVEY, SR.
PO BOX 332
Gainesboro, Tennessee 37562

AGREEMENT FOR DEDICATION OF EASEMENT
FOR
PUBLIC UTILITIES

For and in consideration for the mutual benefits that will accrue by reason of the hereinafter described improvements, and for one (\$1.00) dollar, cash in hand, receipt of which is hereby acknowledged, the undersigned do hereby grant, bargain, sell, transfer and convey unto the West Wilson Utility District of Wilson County, Tennessee, a body politic, its successors and assigns, a permanent easement and/or right-of-way described as follows:

An easement for the construction, operation, reconstruction, repair and maintenance of a water line with necessary appurtenances, said easement being 20 feet wide parallel with, and adjacent to, the northerly right-of-way line of HWY 70 (S.R. 24), with a temporary construction easement extending 30 feet left of the above permanent easement, the centerline of said permanent easement being described as follows:

Commencing at a point on the northerly right-of-way of the HWY 70 (S.R. 24), as of record in Deed Book 465, Page 753, R.O.W.C., said point being the new southwesterly corner of Louis E. Spivey, SR. property, as of record in Deed Book 387, Page 854, R.O.W.C.;

THENCE, N04°55'31"E, with Spivey property line, approximately 10 feet to the POINT OF BEGINNING (POB);

THENCE, Northeasterly with the centerline of the herein described easement, and 10 feet from, and parallel with the northerly right-of-way of HWY 70, approximately 113 feet to a point in the easterly property line of Spivey, a roadway frontage distance of approximately 111.52' feet.

SAID easements extend the full width of Spivey property adjacent to the northern right-of-way for the proposed HWY 70 alignment.

The above-said easements are located upon the property found in the 2nd Civil District of Wilson County, Tennessee, being described as follows:
Being Parcel 020.01 on the Tax Assessor's Map 55.

This conveyance includes the perpetual right of the West Wilson Utility District, its servants, and agents to construct, operate, maintain, repair, replace and inspect any improvements placed upon the easement as set forth above.

The undersigned acknowledges that the proposed location of the improvements have been described as set forth above and the exact location of the improvements within the easement will be determined when the contractor installs such improvements.

To have and hold said easement or right-of-way to the West Wilson Utility District, its successors and assigns forever. The undersigned does hereby covenant with the West Wilson Utility District that they are lawfully seized and possessed of said property in fee simple and have a good right to make this conveyance.

The undersigned does further covenant with the West Wilson Utility District that said portion or parcel of land as aforescribed is to remain the property of the undersigned and may be used for any lawful purpose or purposes desired after the construction of all of the aforesaid improvements, provided, in the opinion of the Manager of the West Wilson Utility District, said use or uses do not destroy, weaken or damage the above mentioned improvements or interfere with the operation or maintenance thereof. The West Wilson Utility District hereby covenants that upon completion of construction it will restore the above described property to its original condition, or as near thereto as is reasonably possible. The undersigned does not waive any claim for damage in any manner for the negligence of any agent, representative or contractor for the West Wilson Utility District during the construction of any of the foresaid improvements.

The undersigned do further covenant and bind themselves, represent and warrant and forever defend the right of the grantee to the foregoing easement or right-of-way against the claim of all persons whomsoever.

WITNESS our hands, this the 7-11 day of 2003

Louis E. Spivey, Sr.

BK/PG:1009/1041-1044
03206886

4 PGS : AL - EASEMENT	
JACQUE BATCH: 17889	
09/18/2003 - 08:00 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, WILSON COUNTY
JOHN B SPICKARD
REGISTER OF DEEDS

Page 3 - Louis E. Spivey, SR., Easement #5N

STATE OF TENNESSEE)

COUNTY OF WILSON)

Personally appeared before me, Lee Richardson, a Notary Public in and for said State and County, and within named Louis E. Spivey, the bargainor(s), with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at Gainesboro, Tennessee, this the 11th day of July, 2003.

Lee D. Richardson
NOTARY PUBLIC

My commission expires: 1/15/07

STATE OF TENNESSEE)

COUNTY OF WILSON)

Personally appeared before me, _____, a Notary Public in and for said State and County, and within named _____, the bargainor(s), with whom I am personally acquainted and who acknowledged that _____ executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at _____, _____, this the _____ day of _____, 2003.

NOTARY PUBLIC

My commission expires: _____

55-19.01
REBECCA R. ROBERTS
D.B. 890, PG. 1981

55-20.01
LOUIS E. SPIVEY, SR.
D.B. 387, PG. 854

55-20
VERNON A. MELTON JR.
& WIFE
PAMELA M. MELTON
D.B. 425, P. 184

