

Prepared by THE CITY OF CROSSVILLE, TENNESSEE
392 N. Main Street, Crossville, Tennessee 38555

Tract 10L-Northwest Connector
Tax Map 87
Parcel 8.01

UTILITY EASEMENT

For and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable considerations not herein mentioned, receipt of all of which is hereby acknowledged, COTTON PATCH PROPERTIES, INC., does hereby bargain, sell, transfer and convey unto the CITY OF CROSSVILLE, TENNESSEE, a municipal corporation located in Cumberland County, Tennessee, its successors and assigns, a permanent easement to construct and maintain underground utilities as herein below described. Said easement shall be the perpetual right for the City of Crossville to enter from time-to-time to install, maintain, repair, rebuild, protect, extend, connect to, operate and patrol, as well as the right to tap on additional lines and/or customers. This easement shall run with the land forever.

In addition to the permanent easement, a temporary easement for construction purposes consisting of an additional fifteen (15) feet on the northern, eastern (Exhibit B only), and western (Exhibit B only) sides of the permanent easement is hereby granted. Said temporary easement shall expire immediately upon completion of the installation of said utilities.

Said utility easement is described as follows:

In the First Civil District of Cumberland County, Tennessee, described as follows:

Said permanent easement is to be parallel with and adjacent to the SR 462 Northwest Connector and Cottonpatch Drive right-of-way lines and extend twenty (20) feet (typically) to the back of said right-of-way lines. In the areas where a TDOT permanent drainage easement is present, the said permanent easement is to extend from the TDOT permanent drainage easement and to stop at twenty (20) feet parallel to the SR 462 Northwest Connector right-of-way line with the exception of a water line crossing perpendicular to said SR462 Northwest Connector right-of-way line, then said easement is to extend ten (10) feet to the back of the water line in the approximate location as described and as shown on Exhibit "A" attached hereto.

In addition, a second permanent easement shall extend a minimum of ten (10) feet on the back side of the water line and to the SR 462 Northwest Connector right-of-way line and/or the TDOT permanent drainage easement on the front side of the water line in the approximate location as described and as shown on Exhibit "B" attached hereto.

Said permanent easement is granted solely to the City of Crossville for the installation of utilities and no other utilities shall be installed by other entities without the written consent of the city of Crossville.

At any time the developer wishes to develop the area where the utilities are located that would alter the depth of the utilities beyond the maximum depth, as delineated in the City's utility ordinance (§18-100 et seq and §18-200 et seq), the City will determine if the line should be relocated or raised and the City will be responsible for the cost of the relocation.

Said easement crosses the property conveyed to the grantor herein by virtue of a deed of record in Deed Book 385, Page 123, Register's Office, Cumberland County, Tennessee.

TO HAVE AND TO HOLD the above-described easement to the grantees herein named, their successors and assigns, forever.

The grantor covenant with the grantee herein that they are lawfully seized and possessed of the real property across which the utility easement is granted; that they have a lawful right to grant an easement across same; that said real property is unencumbered; and that the grantors will forever warranty and defend the title to said easement against the lawful claims of any and all persons whomsoever. The grantor binds their heirs and assigns by the above covenants.

Witness my hand on this the ____ day of _____, 20__.

COTTON PATCH PROPERTIES, INC.

BY: _____

ITS: _____

STATE OF _____)
)
COUNTY OF _____)

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared _____, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence); and who, upon oath, acknowledged ____self to be _____ of Cotton Patch Properties, Inc., the within named bargainor, and that ____ as such _____ executed the foregoing instrument for the purposes therein contained and expressed by signing the name of the entity as _____ thereof.

Witness my hand and official seal of office on this the ____ day of _____, 20__.

Notary Public

My Commission expires:
