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

Tract 10R-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 southern side of the twenty-foot 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 extend ten (10) feet on either side of the centerline, which crosses grantor's property in the approximately location as described and as

shown on Exhibit "C" attached hereto.

In addition, a second permanent easement shall either be parallel with and adjacent to the SR 462 Northwest Connector right-of-way line and extend twenty (20) feet back from said right-of-way line or, in the areas where a TDOT Permanent Drainage Easement is present, the said permanent easement shall extend from the TDOT Permanent Drainage Easement to ten (10) feet to the back of the waterline, which crosses grantor's property in the approximate location as

described and as shown on Exhibit "D" 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.

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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, persona	lly
appeared, with whom I am personally acquainted (or who proved to me on t	he
basis of satisfactory evidence); and who, upon oath, acknowledgedself to be	o
Cotton Patch Properties, Inc., the within named bargainor, and that as such executed t	he
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 agricos	

My Commission expires: