

14758t

SHERRY WALKER
REGISTER OF DEEDS
KNOX COUNTY

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This instrument prepared by:
West Knox Utility District
P.O. Box 51370
Knoxville, Tennessee 37950-1370

UTILITY EASEMENT AND
RIGHT-OF-WAY AGREEMENT

This indenture made this 5th day of Aug, 2005 between HARLEY E BITTLE III

_____ of Knox County, Tennessee, Part_ of the First Part, and
THE WEST KNOX UTILITY DISTRICT OF KNOX COUNTY, TENNESSEE, a municipal
corporation with sites in Knox County, Tennessee, Party of the Second Part.

Instr: 200707190006720 Page: 1 OF 6
REC'D FOR REC 07/19/2007 11:29:31AM
RECORD FEE: \$32.00
H. TAX: \$0.00 T. TAX: \$0.00

WITNESSETH:

That the said Party of the First Part for and in consideration of the sum of Thirty nine Hundred
and Fifty Dollars (\$3950⁰⁰) to be mailed ~~in hand paid~~, receipt of which is
hereby acknowledged ha granted, bargained, sold and conveyed, and do_ hereby grant, bargain,
sell and convey into the Party of the Second Part, the premise described below to be used as a 15 foot
perpetual easement and right-of-way, together with a 15 foot temporary construction easement and
right-of-way situated on either side, and abutting each side of the 15 foot perpetual easement and
right-of-way, such temporary construction easement and right-of-way to be for a duration of 365 days
(Repair field within 2 weeks of construction)
(12) months from the date hereof, for the construction and maintenance of utility services including,
~~but not limited to, a water and/or sanitary sewer line~~ over and through a portion of the property
owned by the First Part L, situated in District No. 6, of Knox County, Tennessee, and being seven
and one-half (7.5) feet on each side of the center line described below necessary to install and
maintain utility services including, ~~but not limited to, a water and/or sanitary sewer line~~, which
center line is as follows: 32 feet from Centerline of Road

Book # 20051007 Page # 0032280

SEE ATTACHMENT

Second Party, its successors and assigns, is hereby expressly granted the right to assign this easement and right-of-way.

The Addendum, if any, attached to this Agreement is hereby made a part hereof as if copied verbatim herein.

The attached plat is hereby made a part of this Agreement.

TO HAVE AND TO HOLD the said easement and right-of-way unto the Second Party, its successors and assigns, for the purpose aforesaid. First Part Y covenant(s) that he ^{is} (are) lawfully seized and possessed of real estate above described out of which said easement and right-of-way is carved.



That he has/have a good and lawful right to sell and convey the rights and privileges herein set forth and binds the undersigned, his successors and assigns, to warrant and forever defend all and singular the easement and right-of-way herein conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, I/ (we) have hereunto set our hand(s) the day and year first above written.

Sign Here



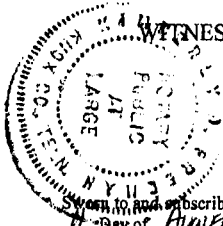
Address:

2301 W Galbraith Ferry Rd Grand 20 37792

Instr: 200707190005720
PAGE: 3 OF 6

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, a Notary Public in the State and County aforesaid,
Harley E Bittle, III, the within named bargainer(s), with whom I am personally
acquainted, (or who proved to me on the basis of satisfactory evidence) and who acknowledged that
he executed the foregoing instrument for the purposed therein
contained.



WITNESS my hand and official seal at office this 11 day of August, 2008.

Notary Public Kimberly D. Freeman

Subscribed before me this
11 Day of August, 2008.

My commission expires 3/28, 2009

Instr: 200707190005720
PAGE: 4 OF 6

SPECIAL CONDITIONS TO EASEMENT ACROSS BITTLE PROPERTY ON
HICKORY CREEK ROAD. CLT 129 PAR-35.07

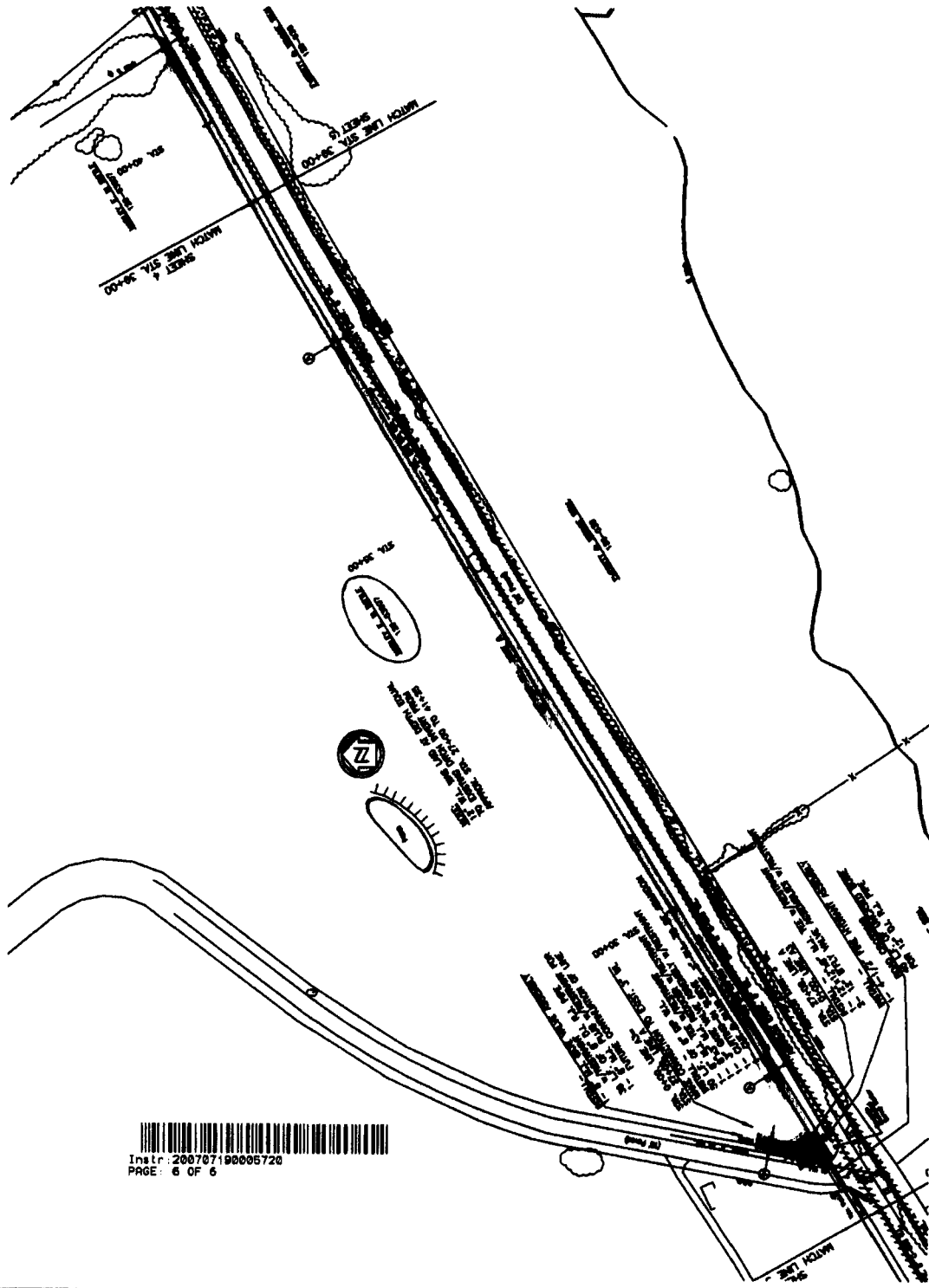
1. TRACT OF LAND IS FOR SALE AND PROPERTY IS TO BE REPAIRED WITHIN 2 WEEKS AFTER THE WATER LINE IS INSTALLED.
2. INSTALL WATER LINE DEEP ENOUGH TO ALLOW ROAD CUTS OFF HICKORY CREEK ROAD.
3. OWNER WISHES TO WATER THE NEWLY SEEDED WORK AREA FOR NEW GRASS GROWTH.
CONTRACTOR WILL INSTALL A WATER HOSE CONNECTION BOX AT AN EXISTING WATER LINE TO THE HOUSE DURING CONSTRUCTION OF THE NEW WATER MAIN. *Within 2 Weeks After the water line is installed* *AKS*
4. ADDITIONAL PAYMENT OF \$350.00 FOR BORE PIT NEEDED TO CROSS UNDER W. GALLAHER VIEW ROAD.
5. \$150.00 PAYMENT FOR CEDAR TREE AT W. GALLAHER VIEW ROAD.
6. ~~PROTECT AND LEAVE DOGWOOD TREES ALONG TOP OF BANK ALONG HICKORY CREEK ROAD.~~
7. *Additional Payment of 500⁰⁰ for Fire Hydrant (AKS)*

AGREED BY WEST KNOX UTILITY DISTRICT (WKUD)

Bill Williams

BILL WILLIAMS, EASEMENT AGENT FOR WKUD





Ins tr: 200707190005720
 PAGE: 6 OF 6