

This instrument prepared by: Property Assessor's Parcel
Knoxville Utilities Board Identification No. 133-C"B"12
626 Gay Street, S.W.
Knoxville, Tennessee 37902

UTILITY EASEMENT

This Easement, made as of this 13th day of June,
1991, between Larry French McClain and Jean Schiffman (the
"Owner"), and the CITY OF KNOXVILLE, acting by and through the
KNOXVILLE UTILITIES BOARD ("KUB").

W I T N E S S E T H:

WHEREAS, the Owner owns a tract of land which includes, but
is not necessarily limited to, the real property described in
Exhibit A, which is attached hereto and incorporated herein by
reference (the "Easement Tract");

WHEREAS, KUB desires to install facilities across the
Easement Tract;

WHEREAS, the Owner has agreed to grant to KUB an easement
across the Easement Tract for the purposes set forth herein.

NOW, THEREFORE, in consideration of the sum of One Dollar
(\$1.00) and other good and valuable consideration, the receipt
and sufficiency of which are hereby acknowledged, the Owner
agrees as follows:

1. The Owner does hereby grant to KUB, its successors
and assigns, the perpetual right, at one time or from time to
time, to enter upon the Easement Tract and to place, construct,
operate, repair, maintain, and replace thereon and remove
therefrom one or more underground pipe lines for the transmission
or conveyance of water and/or waste water as from time to time
may be necessary or convenient in KUB's opinion to fully and
adequately operate KUB's water and waste water system, together
with all rights that are necessary or convenient for the full
enjoyment or use of the rights herein granted, including, without
limitation, the right to keep the Easement Tract free and clear
of improvements, trees, shrubbery, and anything else that
interferes with the safe maintenance and use of the water and/or
waste water lines and facilities and other lines and facilities
installed pursuant to this Agreement.

2. There is also hereby granted by the Owner to KUB
the right of reasonable ingress and egress over other parts of
the Owner's adjoining property at any and all times for the
purpose of providing adequate access to the Easement Tract in
connection with the maintaining, repairing and replacing of the
lines and facilities located on the Easement Tract.

3. The Owner covenants that the Owner owns the
Easement Tract, that the Owner has a good right to grant this
easement.

4. The Owner for the Owner and the Owner's heirs,
successors or assigns, and for all persons now or hereafter

or other work on the Easement Tract, the Owner will notify the person or persons doing such work of the existence of this Agreement and will instruct such person or persons of the necessity of contacting KUB before commencing work; (3) that no use will be made of the Easement Tract which will interfere with or endanger the use and operation of water and/or waste water lines and facilities and any other lines and facilities installed pursuant to this instrument; and (4) that no material change will be made in the ground level or topography of that part of the Easement Tract where such water and/or waste water lines and facilities are located without prior written consent of KUB.

5. This is not a conveyance of the fee in the Easement Tract but only of the rights, privileges and easements herein granted. Subject to the rights herein granted, the Owner reserves the right to use and enjoy the Easement Tract for any purpose that does not interfere with or endanger the use and operation of the water and/or waste water lines and facilities installed pursuant to the rights herein granted and is not specifically prohibited hereby.

6. As used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

7. This instrument shall be binding upon and inure to the benefit of the Owner and KUB and their respective successors and assigns.

IN WITNESS WHEREOF, the Owner has executed this instrument as of the day and year first above written.

"OWNER"

Jean S. McClain (Individual)

_____ (Individual)

(Name of Partnership or Corporation)

By _____
Its _____

INST: 27473 WB 2065 PG: 628 03/04/1992 09:15:23



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(Acknowledgment for Property Owner)

[Instructions to Notary: THIS PAGE IS TO BE USED TO NOTARIZE THE SIGNATURE OF THE PROPERTY OWNER. USE THE "INDIVIDUAL" FORM IF THE PROPERTY OWNER IS ONE OR MORE INDIVIDUALS. USE THE "CORPORATE" OR "PARTNERSHIP" FORM IF THE PROPERTY OWNER IS A CORPORATION OR PARTNERSHIP. AFTER THE PROPER FORM HAS BEEN COMPLETED, YOU SHOULD CROSS OUT THE OTHER FORM.]

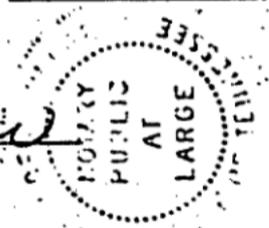
(Acknowledgment for Individual Owner(s))

STATE OF TENNESSEE
COUNTY OF Knox

Personally appeared before me, a Notary Public, of said county, Jean S. McChes, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that (he) (she) (they) executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 1st day of June, 1991.

George Q. Milburn
Notary Public



My commission expires: 1-27-94

(Acknowledgment for Corporate or Partnership Owner)

STATE OF _____
COUNTY OF _____

Before me, _____, of the state and county aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of _____, the within named bargainer, a (corporation) (partnership), and that (he) (she) as such _____, executed the foregoing instrument for the purposes therein contained, by signing the name of the (corporation) (partnership) by (himself) (herself) as _____.

WITNESS my hand and seal, at office in _____, this _____ day of _____, 19____.

Notary Public

My commission expires: _____



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GWT:gl
KKUB/35

EXHIBIT A

Situated in District No. 6 of Knox County, Tennessee and being outside of the City of Knoxville and being a certain strip of land, fifteen (15) feet in width, seven and one-half (7.5) feet on each side of the centerline described below, plus additional 10 feet temporary construction easement as required, necessary to install and maintain the line, which centerline is described as follows:

Beginning at a point on the southern right-of-way line of Crestmore Circle, said point being located 35 feet ± from the northeast property corner of CLT 133C"B"12; thence in a southerly direction 170 feet ± to a point on the southern property line of said parcel, said point being located 10 feet ± from the southeast property corner.

This easement is further described on Map D201-44-A on file in the Office of Water and Waste Water Engineering, Knoxville Utilities Board.

No boundary survey was made for this easement deed, and the easement description was prepared by the Office of Water and Waste Water Engineering, Knoxville Utilities Board.

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