

GRANT OF TRANSMISSION LINE EASEMENT

MOG-32

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND AND NO/100-----

-----Dollars (\$3,000.00),

cash in hand paid, receipt whereof is hereby acknowledged, we, the undersigned,

JOHN B. EASTERLY and wife, LURA EASTERLY

have this day bargained and sold, and by these presents do hereby grant, bargain sell, transfer, and convey unto the United States of America, a permanent easement and right-of-way, for the following purposes, namely: the perpetual right to enter at any time and from time to time and to erect, maintain, repair, rebuild, operate, and patrol one line(%) of poles or transmission line structures with sufficient wires and cables for electric power circuits and telephone circuits, and all necessary appurtenances, in, on, over, and across said right of way, together with the right to clear said right of way and keep the same clear of brush, trees, buildings, and fire hazards; and to remove danger trees, if any, located beyond the limits of said right of way; all over, upon, across, and under the following described land, to-wit:

A strip of land for a right of way located in the Ninth Civil District of Greene County, State of Tennessee, as shown on a map entitled "Mohawk-Greeneville Transmission Line" filed in the office of the Register of Greene County, said strip being 100 feet wide, lying 50 feet on each side of the center line of a transmission line location, the center line being more particularly described as follows:

Beginning at a point where the center line crosses a fence line, which is the northeast line of the land of John B. Easterly and the southwest line of the land of Lois Fannon, at survey station 228 + 47 on the center line of the location, said point being S. 34° 05' E., 1092 feet from a corner of the lands of John B. Easterly and Lois Fannon; thence S. 86° 46' W., 1430.6 feet to survey station 242 + 77.6; thence N. 66° 24' W., 1054.4 feet to a point where the center line crosses the center line of U. S. Highway #411, which is the west line of the land of John B. Easterly and the east line of the land of George W. Ealey et al, at survey station 253 + 32, said point being 40.0 feet, as measured along the center line of the highway in a southerly direction, from a corner of the lands of John B. Easterly, George W. Ealey et al, and Lucy Hinkle et vir.

The above described strip of land is a continuous right of way 100 feet wide through the said property between the above named northeast and west property lines and includes the center line for a net distance of 2485 feet.

Being a portion of the same property acquired as follows:

By deed from Herman Bird et al to John B. Easterly dated May 2, 1947, and recorded in Deed Book 167, page 77; and

By deed from John B. Easterly to Lura Cobble Easterly, the same person as Lura Easterly, dated January 24, 1948, and recorded in Deed Book 169, page 449.

Said deeds are of record in the office of the Register for Greene County, Tennessee.

TO HAVE AND TO HOLD the said easement and right-of-way to the United States of America, and its assigns, forever.

We covenant with the said United States of America that we are lawfully seized and possessed of said real estate, have a good and lawful right to convey the same, that the same is free of all encumbrances, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.



We do further covenant and agree that the payment of the purchase price above stated is accepted by us as full compensation for all damage caused by the exercise of any of the rights above described; EXCEPT that the United States of America shall remain liable for any damage to growing crops and fruit trees and any direct physical damage caused to the property of the undersigned by its construction forces or by the construction forces of its agents and employees, in the erection and maintenance of or in exercising a right of ingress and egress to said line^s. 411

In further consideration of the payment of the purchase price above stated, we for ourselves, our heirs, personal representatives, successors, and assigns, covenant and agree to and with the United States of America that no buildings or fire hazards shall be erected or maintained within the limits of the right-of-way, and this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

Wherever the context hereof requires, the plural number as used herein shall be read as singular.

IN WITNESS WHEREOF, we have hereunto subscribed our names on this the 13 day of July, 1959.

John B. Easterly
JOHN B. EASTERLY
Lura Easterly
LURA EASTERLY

STATE OF TENNESSEE

COUNTY OF GREENE

On this 13 day of July, 1959, before me personally appeared JOHN B. EASTERLY and LURA EASTERLY his wife, to me known

to be the persons described in and who executed the foregoing instrument and acknowledged that they executed and delivered the same as their free act and deed on the day and year therein mentioned.

WITNESS my hand and seal at office, this 13 day of July, 1959.

My commission expires:

IVA 514A (LA-2-59)
Tennessee, Kentucky, and Mississippi

Thomas W. Ridgway
Title: Notary Public
THOMAS W. RIDGWAY, NOTARY PUBLIC
AT LARGE, STATE OF TENNESSEE
COMMISSION EXPIRES: OCT. 16, 1961

RETURN TO LAND BRANCH, IVA, 523 LUYTON BUILDING, CHATTANOOGA, TENNESSEE

JOHN B. EASTERLY ET UX

Doc. No. MOG-32

TO

THE UNITED STATES OF AMERICA

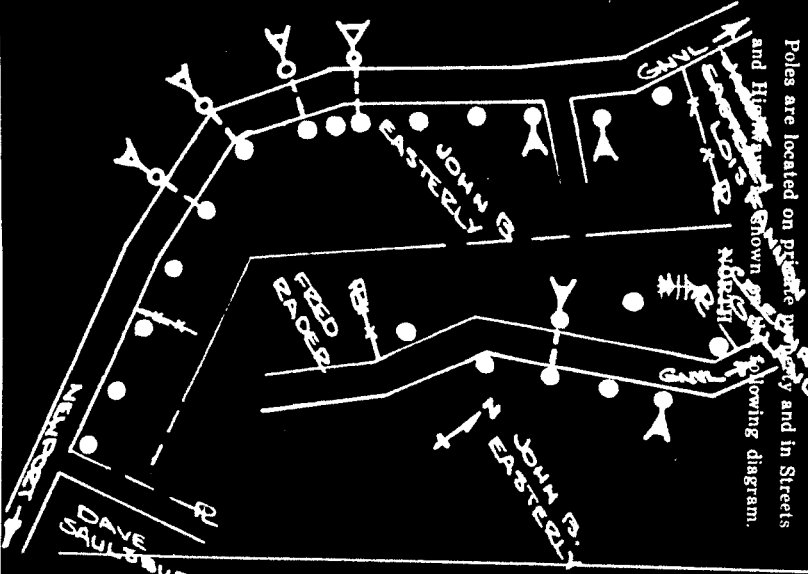
I hereby certify that the within conveyance was lodged in my office for record

on July 14, 1959 at 3:47 o'clock P.m., noted in Note Book 14, Page 161, and duly recorded in Book of Deeds 207, Page 410.

on July 14, 1959.

Fee \$ 3.50

Buel D. Bwabs
Register
Shelba K. Cobble D.R.



Exchange Line }
 tributary to }
 Or }
 Exchange Line }
 tributary to }
 (Exchange) }
 The property is bounded where the line enters and leaves this property by the property of:
 LOIS A. FAHNON NE
 CELEPHANE GILMAN the NW and
 DAVE SAULSBURY SW
 FRED RADER on the SW
 Number of poles covered by this permit 14-
 Number of Guys and Anchors 2
 The poles have the following numbers:
 From No. 74 to No. 79
 25 36
 74 79

GENERAL PERMIT

\$ 1.00 Received of INTER-MOUNTAIN TELEPHONE COMPANY, Incorporated,
 One and no /100 Dollars in consideration of which I hereby grant unto said Company, its
 associated and allied companies, their respective successors and assigns, the right, privilege and authority to construct, operate and
 maintain its lines of Telephone and Telegraph, and for the general transmission of intelligence, consisting of such poles, wires,
 cables, conduits, guys, anchors and other fixtures and appurtenances as the grantee may from time to time require, upon, across,
 over and/or under the property which I own or in which I have any interest in the County of Greene
 and State of Tenn. and upon, along and/or under the roads, streets, or highways adjoining the said property, and the right to
 permit the attachment of and/or carry in conduit wires and cables of any other company or person, and with the further right to
 trim and cut down and to keep trimmed and cut down all trees and undergrowth within ten feet of said line, and in addition
 thereto, the grantee shall have the right to cut down, from time to time, all dead, weak, leaning or dangerous trees that are tall
 enough to reach the wires in falling; said sum being received in full payment for the rights herein granted.

Witness My hand and seal this 2 day of January 1963 at Greenville, Tennessee
 (Post Office Address)
 Witness _____
 _____ (L. S.)
 _____ (L. S.)
 State of Tennessee, County of Greene, to wit:
 I, L. C. Kyte, a Notary Public of the State of Tennessee in and for the county aforesaid
 do hereby certify that John B. Easterly whose name is signed to the within writing bearing date
 on the 2 day of January 1963, has acknowledged the same before me in my County
 and State aforesaid. Given under my hand & Seal this 2 day of January 1963.

John B. Easterly (L. S.)
 (Land Owner)
 L. C. Kyte (L. S.)
 Notary Public

My commission expires 28 day of January 1964

STATE OF TENNESSEE, GREENE COUNTY REGISTER'S OFFICE
 This instrument recorded 9:38 AM of the 14 day of Feb 1963
 date of recording 16 93
 Book No. 223 page 138
 Paul D. Brooks