

PUBLIC NOTICE

CALL FOR A SPECIAL MEETING OF THE BLOUNT COUNTY BOARD OF COMMISSIONERS TO BE HELD AT THE BLOUNT COUNTY COURTHOUSE IN MARYVILLE, TENNESSEE, ON THURSDAY, SEPTEMBER 7, 2006, AT 6:00 P.M.

Pursuant to and in accordance with the authority vested in me by Tennessee Code Annotated § 5-5-105, I hereby call the Board of County Commissioners of Blount County, Tennessee, to meet in special session on the 7th day of September, 2006, at 6:00 P.M. at the Blount County Courthouse in Maryville, Tennessee, to consider and act upon the following:

1. Election of Commission Chairman.
2. Election of Commission Chairman Pro Tem.
3. Election of Commission Parliamentarian.
4. Appointment of nominating committee.
5. Approval of easement swap with Duke Energy.

August 23, 2006

APPROVED:

ATTEST:

JEFF McCALL
Commission Chairman Pro Tem

ROY CRAWFORD, JR.
County Clerk

DR. ROBERT RAMSEY
Acting County Mayor

RESOLUTION No. 96-4-001

Sponsored by Commissioners Bob Evans and Mickey Walker

A RESOLUTION ADOPTING RULES REGULATING THE PROCEDURES OF THE BOARD OF COUNTY COMMISSIONERS OF BLOUNT COUNTY, TENNESSEE.

WHEREAS, the Board of County Commissioners of Blount County, Tennessee is the legislative body of said county; and

WHEREAS, the Board of County Commissioners of Blount County, Tennessee deems it necessary to establish certain rules concerning the conduct of Board business.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of Blount County, Tennessee in session assembled that the following rules be adopted:

RULE 1

CONVENING THE BOARD

The Board shall meet at the County Courthouse, 7:00 P.M. on the third Thursday in each month. Should any prescribed meeting date fall on a legal holiday or if an emergency should arise, the Board shall meet at 7:00 P.M. on the following day. Special meetings may be called by the County Executive, the Chairman, or a majority of the members of the Board at any time with a five day public notice given.

At the discretion of the County Executive, the Chairman, and the County Clerk, special meetings may be held at locations other than the County Courthouse.

RULE 2

QUORUM

A quorum for the transaction of business shall be a majority of the duly qualified and acting members of the Board of County Commissioners. Vacancies shall not be included in determining the membership of the Board.

RULE 3

ORDER OF BUSINESS

1. Opening of the Commission by the Sheriff or his designated deputy. The Chairman shall preside, but in absence of the Chairman, the Chairman Pro Tempore shall preside. In absence of the Chairman Pro Tempore, the Clerk shall preside until the Board elects one of its members to preside over the deliberations.
2. Roll call.
3. Reading and approval of the minutes.
4. Resolutions for special recognition, memorials, etc.
5. Elections, appointments, and confirmations.
6. Reports - county officials, standing and special committees.
7. Public input on items not on agenda.
8. Public input on items on the agenda.
9. Unfinished business.
10. New business.
11. Announcements and statements.
12. Adjournment.

The order of business may be changed by the Chairman or Chairman Pro Tempore to accommodate the audience or guest speakers.

RULE 4

GENERAL

4A. **WHO MAY ADDRESS THE BOARD**: It is a commissioner's right to address the Chairman and the Board at any appropriate time during the meeting after proper recognition by the Chairman. The Chairman may ask for public comment before each item is debated by the Board. Comments by non-commission members shall be limited to three minutes, however the limit may be extended at the discretion of the Chairman. A podium for use by non-commission members shall be provided at each meeting. The Chairman shall ask non-commission members to identify themselves and stand before the podium when addressing the Board.

4B. **GAINING THE FLOOR**: In all cases, the member who shall rise first and address the Chairman shall be entitled to speak first; but when two or more members shall rise and address the Chairman at the same time, the Chairman shall name the member who shall speak first.

4C. **SPEAKING**: When any member is about to speak in debate, discussion, or deliver any address on any matter whatsoever to the Board, the member shall rise and respectfully address the Chairman and shall, after being recognized by the Chairman proceed with the intended remarks, confining such remarks strictly to the question under debate and avoiding all personalities.

4D. **CONSENT TO YIELD**: While a member is speaking he is not to be interrupted, except for a question by another member. If the speaker declines to yield the floor for a question, then the speaker shall not be interrupted, but shall yield the floor to questions at the end of the presentation.

4E. **POINTS OF ORDER**: If any member, speaking or otherwise, transgresses the Rules of the Board, the Chairman shall, or any member may, call to order, in which case the member so called to order shall immediately sit down. When the point of order has been decided by the Chairman, the member having the floor can proceed, subject to the decision made.

4F. **APPEAL ON RULING**: Any member of the Board may appeal to the Board from the ruling of the Chairman and a majority vote of the members present shall decide the appeal.

RULE 5

MOTIONS

5A. **INTRODUCTION AND DEBATE**: Motions may only be made by members. No motion shall be debated until the same is seconded and stated by the Chairman.

5B. **MOTIONS IN WRITING**: When a motion is made and seconded, it shall be reduced to writing by the Clerk, and read by the Chairman prior to any debate or vote.

5C. **REQUIRING ROLL CALL**: Motions not requiring the expenditure of public funds or elections shall be put to the Board for a voice vote, by the Chairman; provided however, any member of the Board may require a roll call vote. Motions requiring the expenditure of public funds shall be put to the Board for a roll call vote.

5D. **STATEMENTS FOR THE MINUTES**: a request to add written or oral statements to official commission minutes shall require a majority vote by the members. Oral statements must be reduced to writing before a vote to include the statement may be taken.

RULE 6

RESOLUTIONS

6A. **INTRODUCTION**: Any proposed resolution may be introduced only by a member of the Board, and the Clerk or Chairman shall not receive or file any resolution that is not reduced to writing and signed by at least two members of the Board. All resolutions shall be typed on 8 ½" x 11" paper. The resolution shall have lines for the signatures of two resolution sponsors, a line for the Commission Chairman to certify the action, a line for the County Clerk to attest, and a line for the County Executive to approve or veto the resolution. Resolutions conforming to the above form shall be submitted to the Clerk at least 2 working days prior to the date of the meeting. If there is a legitimate reason that a resolution can not be submitted to the Clerk by the specified deadline, the Chairman by written notice may allow the introduction of

the resolution. After receipt of the written resolution, the Clerk shall assign a number to the resolution for identification purposes.

6B. **SPONSOR**: A resolution may have as many signatures as there are members of the Board. However, the first two signatures on the resolution shall be deemed the sponsors for the purpose of debate. Any resolution, including committee or sub-committee resolutions, must have two sponsor's names on the heading of the resolution or signatures of said sponsors before debate or vote is allowed.

6C. **ROLL CALL VOTE**: Resolutions involving the expenditure of public funds or elections and appointments shall be put to the Board for a roll call vote by the Clerk. Each member shall vote "aye" or "nay" on its passage when the Clerk calls the member's name. On other resolutions, any commissioner may request a roll-call vote.

6D. **SUCCESSFUL RESOLUTIONS**: All successful resolutions shall be submitted to the Chairman for his signature and attested by the signature of the Clerk. The resolution shall then be submitted to the County Executive for consideration within five working days of its passage.

RULE 7

ELECTIONS AND APPOINTMENTS

7A. **ELECTIONS AND NOMINATIONS FROM THE FLOOR**: When the Chairman is to receive nominations from the floor, a member may nominate only one person. Persons nominated must receive a second. The floor will be kept open until each member has had an opportunity to make nominations or until a motion has been made and seconded that nominations cease and a majority of those present so vote.

7B. **APPOINTMENTS AND CONFIRMATIONS**: When the Board is called upon to appoint someone from a list of nominees or to confirm an appointee of the County Executive then the name or names of those being considered for the position shall be read to the membership and discussion of each such appointee shall follow. The names shall be supplied by written notice from the County Executive to Board members at least five working days prior to the meeting.

7C. **ELECTION OR CONFIRMATION**: All ballots for election or confirmation shall be cast by roll call vote. If the vote is on confirmation of an appointee each member will vote either "aye" or "nay" on the confirmation. A majority of the membership of the full Board is required for election or confirmation.

7D. **SECOND BALLOT**: If no one is elected on a given ballot, the nominee receiving the smallest number of votes will be dropped and the vote will be taken again until a nominee is elected by the required majority of the membership.

RULE 9

APPROPRIATION REQUESTS

Requests for appropriations in addition to those within the annual budget shall be submitted in the following manner:

9A. The request shall be submitted in writing to the Budget & Finance Committee of the Board and shall reflect the estimated cost which shall be attached to the proposed resolution.

9B. All requests for appropriations falling in this area shall be summarized and submitted in writing by the Director of Accounts and Budgets to each member of the Board at least five working days prior to the regular or called meeting of the Board at which such request is to be submitted.

9C. The Director of Accounts and Budgets shall state in the summary the committee's decision of (1) Adoption recommended (2) Rejection recommended or (3) Submitted to the Board without recommendation.

9D. The Director of Accounts and Budgets shall advise the Board as to the fund availability before a vote is taken on appropriations in any amount which are in addition to those of the annual budget.

9E. The resolution requesting such appropriations shall be voted upon by membership of the Board as provided by Rule 6 of these rules.

RULE 10

SUSPENDING THE RULES

Any rule or rules may be suspended by a two-thirds (2/3) majority vote of the members present.

RULE 11

ROBERT'S RULES OF ORDER

All matters not covered herein shall be governed by Robert's Rules of Order Revised, as contained in the latest copyrighted edition.

RULE 12

WORK SESSIONS/AGENDA MEETINGS

A work session/agenda meeting may be held 1 week prior to meetings subject to the discretion of the chairman, the county executive, and the county clerk.

RULE 13

THE CHAIRMAN

13A. **ELECTION**: Annually, at its September meeting the Board shall elect a Chairman and a Chairman Pro Tempore. The Chairman may be one of the membership of the Board or the County Executive. If the County Executive is elected and accepts the position as Chairman, the County Executive relinquishes veto power. The Chairman Pro Tempore shall be a member of the Board.

13B. **VOTING BY THE CHAIRMAN**: The County Executive Chairman may vote only in the case of a tie, a member Chairman may vote on all issues coming before the body, just as any other member.

13C. **PRESIDING OFFICER**: The Chairman shall act as the presiding officer. In the absence of the Chairman, the Chairman Pro Tempore shall preside. In the absence of the Chairman Pro Tempore, the Clerk shall preside until the Board elects one of its members to preside over the deliberations.

13D. **SPEAKING**: Should the Chairman desire to speak either in the affirmative or negative upon any subject under debate, he shall vacate the chair. The Chairman Pro Tempore shall then preside until the matter under consideration is disposed of by the Board. However, the Chairman may answer questions, provide information, and give explanations from the chair, the Board not objecting.

13E. **PRESERVE ORDER**: The Chairman shall preserve order and decorum. The Chairman may speak to points of order in preference to other members, rising from his seat for that purpose. The Chairman shall decide questions of order, with the advice of the Parliamentarian, subject to appeal to the Board of any member.

13F. **ORDER OF RECOGNITION**: Before a member is allowed to speak twice on the same subject, the Chairman shall inquire if there is another member who has not spoken on that subject and who wishes to speak.

13G. **MOTIONS**: Once a motion has been made and duly seconded, the Chairman shall state the motion so that debate on the motion may begin.

13H. **CLARIFICATION**: The Chairman shall clearly state the question before the Board before the vote on the question is taken. A member may ask for clarification of the question up until the result of the vote is announced.

13I. **FACILITATION OF COMMISSION ACTIONS**: A committee composed of the County Commission Chairman, the County Executive, the Budget Director, the Chairman of the Public Services Committee, and the Chairman of the Intergovernmental Committee will meet on the Thursday following the commission meeting to facilitate the implementation of actions of the commission.

13J. **AGENDA**: The Chairman will forward to each member of the Board the tentative agenda of the next Board meeting not less than five days prior to the meeting date. No items will be added to the agenda after this notice.

RULE 14

THE CLERK

14A. **NOTICE:** The Clerk shall notify each member of the Board of any special or called meetings not less than five days in advance thereof. Notification of regular meetings shall be within the discretion of the Chairman.

14B. **MINUTES:** The Clerk shall reduce the minutes of each Board meeting to writing and attach a copy of each resolution considered and the vote thereon. The minutes shall only reflect the official actions of the body. The minutes shall be prepared within five days after said meeting and placed in a well bound book for public inspection. A copy of the minutes of the last meeting shall be forwarded to each commission member with the prepared agenda or meeting notice.

14C. **RESOLUTIONS:** A copy of all resolutions approved by the Board shall be submitted to the County Executive, within five working days after such approval, for his consideration and signature.

14D. **ROLL CALL:** In all instances involving authorization to expend public funds, the Clerk shall call the roll for "aye" and "nay" votes. In all instances where the roll is called for any vote, the Clerk shall make such roll call and the vote of the member a part of the record of the meeting and include it in the official minutes. The Clerk shall call the roll in ascending alphabetical order of the last name of the member.

14E. **CHANGE OF VOTE:** It shall be the duty of the Clerk, at the end of each roll call, to inquire of those who passed or were absent when the roll was called if they desire to vote. Subsequently, the Clerk shall announce the results.

RULE 15

SHERIFF

The Sheriff or a designated deputy shall attend each session of the Board. The Sheriff or a designated deputy shall open each session, preserve order, and carry out orders of the presiding officer of the Board.

RULE 16

COMMITTEES

16A. All committees, standing and temporary, shall meet and elect from its membership a Chairman. The election of a Secretary shall be optional in the absence of a specific mandate of the Board.

16B. All minutes of committee meetings shall be submitted to the Clerk within 5 working days after the meeting. Along with the minutes, notice shall be given by the committee chairman or secretary to the Chairman or Clerk of any matter that will require action at the next Board meeting. Upon request of a Board member, the Clerk shall distribute to the requesting Board member minutes of any committee meetings.

16C. The following procedure shall be followed pertinent to committee reports and related action:

1. The committee Chairman or a member designated by him shall make the presentation in an open meeting of the Board.
2. Upon completion of a report the speaker shall yield to questions.
3. There shall be a vote on the proposition when discussion is complete and when there is a call for the question by the Board.

16D. If for any reason the chairman of a committee fails or refuses to call a meeting, the Chairman of the Board, or a majority of the committee membership may do so.

RULE 17

CONFLICT WITH LAW

In the event any of the foregoing rules are determined to be in conflict with statutory provisions, that part in conflict shall be null and void.

**PRELIMINARY
DRAFT**

STATE OF TENNESSEE §
 §
COUNTY OF BLOUNT §

AMENDATORY EASEMENT GRANT

THIS AGREEMENT made and entered into this the _____ day of _____, 2006, between BLOUNT COUNTY, TENNESSEE, with an address at Court Street, Maryville, TN 37804, (hereinafter called "Owner") and EAST TENNESSEE NATURAL GAS, LLC, with offices at 5400 Westheimer Court, Houston, Texas 77056 (hereinafter called "East Tennessee");

WITNESSETH:

WHEREAS, by that certain Right of Way Agreement, dated April 10, 1950, Blount County, Tennessee, granted unto East Tennessee Natural Gas Company a perpetual fifty (50) feet wide right-of-way and easement across those lands described therein, as recorded in Deed Book Vol. 155, at Page 328, in the Deed Records of Blount County, Tennessee, reference being herein made to said easement grant (hereinafter called "Original Grant") and the record thereof and pursuant to which two pipelines have been laid on, in and across the lands described therein; and

WHEREAS, by Articles of Conversion dated June 30, 2004, East Tennessee Natural Gas, LLC, has succeeded to any and all rights held by East Tennessee Natural Gas Company under the terms of the Original Grant; and

WHEREAS, Owner acquired the above described lands by virtue of that certain deed, dated January 11, 1924, from J. N. Henry and wife, Lou Henry, as recorded in Deed Book Vol. 94, Page 272 in the Deed Records of said County and State (re Tax Map 046K, Group A, Parcel 32); and

WHEREAS, East Tennessee now desires to modify, alter, add to, define and change certain provisions of the Original Grant.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT Owner, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by East Tennessee to Owner, receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual agreement hereinafter set forth, does hereby grant, bargain, sell and convey unto East Tennessee additional rights in, under, over and across Owner's land as follows:

East Tennessee is hereby granted a perpetual fifty (50) feet wide right-of-way and easement for the purpose of laying, constructing, maintaining, operating, altering, replacing and removing pipelines, with fittings, tie-over appliances and necessary appurtenances thereto for the transportation of natural gas, the location of which is described on Exhibit "A", and as generally depicted on Exhibit "B" (Duke Energy Gas Transmission/East Tennessee Natural Gas, LLC, Dwg. AL-A-0030, as applies to Parcel 32 ONLY), both exhibits of which are attached hereto and made a part hereof for all intents and purposes. In the event of any conflict or discrepancy between Exhibits "A" and "B" and the physical location of the pipeline facilities, the physical location shall control.

East Tennessee is hereby granted temporary work space along and adjacent to its perpetual right-of-way and easement to facilitate the relocation of its proposed 4-inch O.D. and 6-inch O.D. pipelines (identified as its 3220A-100 and 3220A-300 lines, respectively) and the removal of its existing 4-inch O.D. and 6-inch O.D. pipelines as generally depicted in Exhibit "B". Said temporary work space shall terminate upon completion of the relocation and removal of said pipelines. No pipeline facilities shall be constructed within the temporary work space.

East Tennessee, upon completion of the relocation of its 3220A-100 and 3220A-300 pipelines, remises, releases and quitclaims and abandons unto Owner all its rights, title and interest in and to that portion of its existing right of way and easement, heretofore acquired by the Original Grant, which is located outside a strip of land fifty (50) feet in width, extending thirty-five (35) feet on the easterly side and fifteen (15) feet on the westerly side of the centerline of the 3220A-300 (6-inch O.D.) pipeline as relocated by the rights granted herein. The location of that portion of the right of way and easement being quitclaimed is as generally depicted on the attached Exhibit "B".

Owner shall not construct, plant or place, nor authorize others to construct, plant or place, any building, structure, improvement, pipeline, tree or other obstruction of any kind, either above or below the surface of the permanent right-of-way and easement herein granted, and as granted by the Original Grant, nor change the grade thereof nor cause or permit any water reservoir or artificial lake to be constructed or exist thereon, or otherwise interfere with the rights granted unto East Tennessee, without having first acquired the express written consent of East Tennessee.

East Tennessee agrees to restore or to pay for any actual damage which may be done to the surface of the land or improvements thereon directly caused by East Tennessee exercising any rights herein granted; provided however, after the pipeline facilities have been installed, East Tennessee shall not be liable for damages caused on the right of way and easement by keeping said right-of-way and easement clear of trees, undergrowth, brush, structures, impounded water and obstructions in the exercise of the rights granted.

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

EXCEPT as specifically herein provided, all of the terms and conditions of the above described Original Grant shall remain in full force and effect, unchanged hereby, and the undersigned Owner, who represents and warrants that they own the fee simple title in and to the above described land pursuant to the conveyances hereinabove mentioned, does hereby in all respects ratify and confirm the above described Original Grant and all of its terms and conditions, except as herein specifically provided, the same as if they had executed, acknowledged and delivered the said instruments.

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written.

ATTESTED:

OWNER:

BLOUNT COUNTY, TENNESSEE

By: _____

Name:

Title:

ATTESTED:

EAST TENNESSEE NATURAL GAS, LLC

By: _____

Name: Fulkra J. Mason

Title: Vice President

This instrument prepared by:
East Tennessee Natural Gas, LLC
Rights of Way & Land Dept.
5400 Westheimer Court
Houston, Texas 77056

STATE OF TENNESSEE §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared _____
_____ known to me to be the person whose name is subscribed to the foregoing
instrument, and known to me to be the _____ of **Blount County, Tennessee**, and
acknowledged to me that the same was the act of the said governmental entity, and that he executed the
same as the act of such governmental entity for the purposes and consideration therein expressed, and in
the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2006.

Notary Public in and for the State of Tennessee

My Commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Fulkra J. Mason, known to
me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the
Vice President of **East Tennessee Natural Gas, LLC** and acknowledged to me that the same was the act
of the said limited liability company, and that he executed the same as the act of such limited liability
company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2006.

Notary Public in and for the State of Texas

My Commission expires: _____

EXHIBIT "A"

The right-of-way and easement herein being granted is fifty (50) feet in width throughout, extending thirty-five (35) feet on the easterly side and fifteen (15) feet on the westerly side of the centerline of East Tennessee's 3220A-300 (6-inch O.D.) pipeline, said centerline being described as follows:

SITUATED in the Nineteenth (19th) Civil District of Blount County, Tennessee, within the corporate limits of the City of Alcoa, and being more particularly described as follows:

Commencing at a point where Owner's northwesterly property corner intersects with the easterly right-of-way boundary of Alcoa Highway (U.S. 129 By-Pass), said point being S 11° 17' 25" E a distance of 35.25 feet from an E.I.P. (1/2" REB) located at N 528307.173, E 2565577.679 in said highway right-of-way; thence along Owner's property line N 78° 46' 48" E a distance of 41 feet, more or less, to a point where Owner's northerly property line intersects with the centerline of the proposed 3220A-300 (6-inch O.D.) pipeline and the true POINT OF BEGINNING: Thence leaving Owner's northerly property line and extending, along the centerline of said proposed pipeline S 11° 45' 23" E a distance of 270.03 feet, more or less, traversing a portion of Tax Map 046K, Group A, Parcel 32, to a point; thence S 24° 36' 45" E a distance of 205.83 feet, more or less, traversing a portion of Tax Map 046K, Group A, Parcel 2.02, to a point where the centerline of the proposed pipeline intersects with the centerline of East Tennessee's existing 3220A-300 (6-inch O.D.) pipeline; thence S 00° 45' 41" W along the centerline of the existing pipeline to a point where said existing pipeline enters the highway right-of-way and exits Owner's property.

STATE OF TENNESSEE §
 §
COUNTY OF BLOUNT §

AMENDATORY EASEMENT GRANT

THIS AGREEMENT made and entered into this the _____ day of _____, 2006, between BLOUNT COUNTY, TENNESSEE, with an address at Court Street, Maryville, TN 37804, (hereinafter called "Owner") and EAST TENNESSEE NATURAL GAS, LLC, a Tennessee limited liability company, with offices at 5400 Westheimer Court, Houston, Texas 77056 (hereinafter called "East Tennessee");

WITNESSETH:

WHEREAS, by that certain Right of Way Agreement, dated April 10, 1950, Blount County, Tennessee, granted unto East Tennessee Natural Gas Company a perpetual fifty (50) feet wide right-of-way and easement across those lands described therein, as recorded in Deed Book Vol. 155, at Page 328, in the Deed Records of Blount County, Tennessee, reference being herein made to said easement grant (hereinafter called "Original Grant") and the record thereof and pursuant to which two pipelines have been laid on, in and across the lands described therein; and

WHEREAS, by Articles of Conversion dated June 30, 2004, East Tennessee Natural Gas, LLC, has succeeded to any and all rights held by East Tennessee Natural Gas Company under the terms of the Original Grant; and

WHEREAS, Owner acquired the above described lands by virtue of that certain deed, dated January 11, 1924, from J. N. Henry and wife, Lou Henry, as recorded in Deed Book Vol. 94, Page 272 in the Deed Records of said County and State (re Tax Map 046K, Group A, Parcel 32); and

WHEREAS, East Tennessee now desires to modify, alter, add to, define and change certain provisions of the Original Grant.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT Owner, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by East Tennessee to Owner, receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual agreement hereinafter set forth, does hereby grant, bargain, sell and convey unto East Tennessee additional rights in, under, over and across Owner's land as follows:

East Tennessee is hereby granted a perpetual fifty (50) feet wide right-of-way and easement for the purpose of laying, constructing, maintaining, operating, altering, replacing and removing pipelines, with fittings, tie-over appliances and necessary appurtenances thereto for the transportation of natural gas, the location of which is described on Exhibit "A", and as generally depicted on Exhibit "B" (Duke Energy Gas Transmission/East Tennessee Natural Gas, LLC, Dwg. AL-A-0030, as applies to Parcel 32 ONLY), both exhibits of which are attached hereto and made a part hereof for all intents and purposes. In the event of any conflict or discrepancy between Exhibits "A" and "B" and the physical location of the pipeline facilities, the physical location shall control.

East Tennessee is hereby granted temporary work space along and adjacent to its perpetual right-of-way and easement to facilitate the relocation of its proposed 4-inch O.D. and 6-inch O.D. pipelines (identified as its 3220A-100 and 3220A-300 lines, respectively) and the removal of its existing 4-inch O.D. and 6-inch O.D. pipelines as generally depicted in Exhibit "B". Said temporary work space shall terminate upon completion of the relocation and removal of said pipelines. No pipeline facilities shall be constructed within the temporary work space.

East Tennessee, upon completion of the relocation of its 3220A-100 and 3220A-300 pipelines, which completion will be evidenced by the filing of a written notice of the completion in the Blount County Register of Deeds Office, remises, releases and quitclaims and abandons unto Owner all its rights, title and interest in and to that portion of its existing right of way and easement, heretofore acquired by the Original Grant, which is located outside a strip of land fifty (50) feet in width, extending thirty-five (35) feet on the easterly side and fifteen (15) feet on the westerly side of the centerline of the 3220A-300 (6-inch O.D.) pipeline as relocated by the rights granted herein. The location of that portion of the right of way and easement being quitclaimed is as generally depicted on the attached Exhibit "B".

Owner shall not construct, plant or place, nor authorize others to construct, plant or place, any building, structure, improvement, pipeline, tree or other obstruction of any kind, either above or below the surface of the permanent right-of-way and easement as described herein, nor change the grade thereof nor cause or permit any water reservoir or artificial lake to be constructed or exist thereon, or otherwise interfere with the rights granted unto East Tennessee, without having first acquired the express written consent of East Tennessee, and said consent shall be at the sole discretion of East Tennessee, and said consent shall not to be unreasonably withheld.

East Tennessee agrees that the requirements for approval of any consent to encroachment as may be requested by the Owner shall not be materially different from the standards and procedures utilized for the approval of consents to encroachment on nearby properties (i.e. Cracker Barrel and Chili's) for a period of three (3) years from the date of this Agreement. Notwithstanding the foregoing, East Tennessee may alter its standards and procedures utilized for the approval of consents to encroachment at any time and from time to time in order to bring the guidelines in compliance with any local, state, or federal guidelines, ordinances, regulations, or statutes. Owner represents to East Tennessee that Owner may desire to install certain utilities and lay pavement for parking and access which may cross over a portion of the relocated easement described herein and therefore Owner may seek such consents to encroachment.

East Tennessee agrees to restore or to pay for any actual damage which may be done to the surface of the land or improvements thereon directly caused by East Tennessee exercising any rights herein granted; provided however, after the pipeline facilities have been installed, East Tennessee shall not be liable for damages caused on the right of way and easement by keeping said right-of-way and easement clear of trees, undergrowth, brush, structures, impounded water and obstructions in the exercise of the rights granted.

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

EXCEPT as specifically herein provided, all of the terms and conditions of the above described Original Grant shall remain in full force and effect, unchanged hereby, and the undersigned Owner, who represents and warrants that they own the fee simple title in and to the above described land pursuant to the conveyances hereinabove mentioned, does hereby in all respects ratify and confirm the

above described Original Grant and all of its terms and conditions, except as herein specifically provided, the same as if they had executed, acknowledged and delivered the said instruments.

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written.

ATTESTED:

OWNER:

BLOUNT COUNTY, TENNESSEE

By: _____

Name:

Title:

ATTESTED:

EAST TENNESSEE NATURAL GAS, LLC

By: _____

Name: Fulkra J. Mason

Title: Vice President

This instrument prepared by:
East Tennessee Natural Gas, LLC
Rights of Way & Land Dept.
5400 Westheimer Court
Houston, Texas 77056

STATE OF TENNESSEE §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared _____
_____ known to me to be the person whose name is subscribed to the foregoing
instrument, and known to me to be the _____ of **Blount County, Tennessee**, and
acknowledged to me that the same was the act of the said governmental entity, and that he executed the
same as the act of such governmental entity for the purposes and consideration therein expressed, and in
the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2006.

Notary Public in and for the State of Tennessee

My Commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Fulkra J. Mason, known to
me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the
Vice President of **East Tennessee Natural Gas, LLC** and acknowledged to me that the same was the act
of the said limited liability company, and that he executed the same as the act of such limited liability
company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2006.

Notary Public in and for the State of Texas

My Commission expires: _____

EXHIBIT "A"

The right-of-way and easement herein being granted is fifty (50) feet in width throughout, extending thirty-five (35) feet on the easterly side and fifteen (15) feet on the westerly side of the centerline of East Tennessee's 3220A-300 (6-inch O.D.) pipeline, said centerline being described as follows:

SITUATED in the Nineteenth (19th) Civil District of Blount County, Tennessee, within the corporate limits of the City of Alcoa, and being more particularly described as follows:

Commencing at a point where Owner's northwesterly property corner intersects with the easterly right-of-way boundary of Alcoa Highway (U.S. 129 By-Pass), said point being S 11° 17' 25" E a distance of 35.25 feet from an E.I.P. (1/2" REB) located at N 528307.173, E 2565577.679 in said highway right-of-way; thence along Owner's property line N 78° 46' 48" E a distance of 41 feet, more or less, to a point where Owner's northerly property line intersects with the centerline of the proposed 3220A-300 (6-inch O.D.) pipeline and the true POINT OF BEGINNING: Thence leaving Owner's northerly property line and extending, along the centerline of said proposed pipeline S 11° 45' 23" E a distance of 270.03 feet, more or less, traversing a portion of Tax Map 046K, Group A, Parcel 32, to a point; thence continuing across Parcel 32, S 24° 36' 45" E a distance of 205.83 feet, more or less, to a point where the centerline of the proposed pipeline intersects with the centerline of East Tennessee's existing 3220A-300 (6-inch O.D.) pipeline; thence S 00° 45' 41" W along the centerline of the existing pipeline to a point where said existing pipeline enters the highway right-of-way and exits Owner's property.

COUNTY COMMISSION STANDING COMMITTEES
STANDING COMMITTEES ARE ELECTED ANNUALLY IN SEPTEMBER.

1. **Beer Board (Public Services Committee serves as Beer Board) - Bob Kidd**, Bob Arwood, Dennis Cardin, Donna Dowdy, David Graham, John Keeble, Robby Kirkland, Robert Ramsey, Otto Slater, and Ernest Tallent
2. **Education Committee- John Keeble**, W. C. (Bob) Evans, Robby Kirkland, Steve Hargis, Donna Dowdy, Joe Everett, and Shirley Townsend.
3. **Fairgrounds Committee – Dave Bennett**, Gene Cook, Bill Dunlap, Ron Dunn, Roger Elder, Damon Fortney, Herb Handly, Erich Henry, Steve Hargis, Mitch Ingram, John Keeble, Johnny Leatherwood, Scott Lyons, Danny McKee, James McMillion, and James C. Wilkerson
4. **Financial Management Committee - Mike Walker**, David Graham, Bob Kidd, Kenneth Melton, Robert Ramsey, Bill Dunlap, Alvin Hord. Ex-Officio Secretary - Dave Bennett.
5. **Human Resources/Insurance Committee – Robert Ramsey/Acting Mayor**, James Berrong, Bill Dunlap, Keith Brock, Donna Dowdy, Steve Gray, Ernie Tallent, Penny Whaley, Gary Farmer, and Troy Logan.
6. **Information Technology Committee – Robert Ramsey/Acting Mayor**, John Herron, W. C. (Bob) Evans, Mike Walker, Roy Crawford, Brian Bell, Keith Hackney, Bill Dunlap, Otto Slater, and Scott Graves.
7. **Intergovernmental Committee - Steve Gray**, Keith Brock, W. C. (Bob) Evans, Joe Everett, Gary Farmer, Steve Hargis, Jeff McCall, Kenneth Melton, Dan Neubert, Sr., Shirley Townsend, and Mike Walker.
8. **Public Services Committee - Bob Kidd**, Bob Arwood, Dennis Cardin, Donna Dowdy, David Graham, John Keeble, Robby Kirkland, Robert Ramsey, Otto Slater, and Ernest Tallent.
9. **Risk Management Committee - Jeff McCall**, Keith Brock, Donna Dowdy, Ernie Tallent, and Robby Kirkland.

****Bold Name signifies Chairman**

Please call the Blount County Commission Office at 865-273-5830 for information.

COMMITTEES AND BOARDS

To be recommended by the Nominating Committee to the County Commission

1. **Agricultural Extension – County Commission appoints Committee. Committee consists of 3 members of the County legislative body, 2 farm men and 2 farm women chosen by the county legislative body (7 members with 2 year terms.)** The Agricultural Extension committee advises and gives counsel to The University of Tennessee Extension program housed in Blount County. This includes, but is not limited to budget and employment issues, short and long-range program planning goals, etc. The committee meets with the staff of the Blount County Extension office quarterly (February, May, August & November) for reporting and update purposes. **(1 Commissioner Vacancy needed to replace Joe Everett. John Keeble and Robert Ramsey are currently serving)**
2. **Board of Zoning Appeals – County Commission Appoints.** (5 members and 2 alternates) Hears appeals regarding zoning regulations. (1 Commissioner is serving as an alternate.) The BZA has five members and a couple of associate members that can sit in if one of the members can't make a meeting. The BZA hears special exceptions, variances and appeals in relation to the Blount County zoning regulations. Terms start in September and Mr. Brown was appointed last month to serve another five year term. The Blount County Commission is the body that makes the appointments to the BZA. **(No vacancies at this time.)**
3. **Budget Committee – Appointed by the County Commission.** (5 members) (This Committee will function for the purpose of the Budget Process concerning the 2007-2008 year.) **When we go under the 1957 Act this committee will be appointed by the County Mayor and confirmed by the Legislative Body in January of each year.**
4. **Education Committee- County Commission Appoints Committee.** (7 Commissioners have been serving.) (7 members) The Education Committee meets with School Board Members and School Director and Supervisors to discuss issues concerning the county schools. **(7 Commissioners)**
5. **Fairgrounds – Appointed by the County Commission.** 3 County Commissioners were appointed. John Keeble and Steve Hargis are current members and Donna Dowdy resigned. (There are currently 16 members)
6. **Financial Management – Appointed by the County Commission.** There are currently 7 members. (4 are County Commissioners + Highway Superintendent + County Mayor + Director of Schools). Mike Walker, Ken Melton, and David Graham are current Commission members. Bob Kidd is going off of the Commission.
7. **Human Resources/Insurance Committee -** (5 Commissioners have been serving + County Mayor, Sheriff, Highway + School representative + an elected official appointed by the County Mayor.) **(10 members)** The Human Resources/Insurance Committee hears and considers issues regarding County Employees' Benefits and Insurance hears the activities of the HR department and gives direction, advises, and supports the necessary HR functions, i.e., special projects, insurance changes, etc. **(5 Commissioners)**
8. **Information Technology Committee – County Commission appoints committee.** (3 Commissioners have been serving + County Mayor, IT Supervisor, Sheriff, Trustee, County Clerk, Schools and Highway = 10 members.) **(3 Commissioners)**
9. **Intergovernmental Committee – County Commission Appoints Committee.** (11 Commissioners have been serving.) (11 members)
The Intergovernmental Committee hears and considers requests and issues regarding

Nominations and Appointments, Education, Sheriff, Juvenile, Ambulance, Ethics, and Courthouse Space Allocation and they set Public Hearings for Zoning Regulations. **(11 Commissioners)**

10. **Planning Commission – County Mayor Appoints.** 5 County Commissioners have been serving. (12 members) Hears and considers requests regarding zoning regulations, sets planning public hearings, etc. The Planning Commission has authority to adopt and enforce Subdivision Regulations, reviews and approves subdivision plats, reviews directly permitted commercial site plans, reviews and recommends rezonings and zoning text amendments, and is also responsible for long range planning for the County. The Planning Commission has 12 members - five appointed from County Commission and 7 appointed at large. Traditionally, one appointment has been from the Maryville Planning Commission, and one from the Alcoa Planning Commission. Informally, one member is also appointed from the Townsend/Tuckaleechee Cove area. The County Commission has authority in setting the number and designations of members of the Planning Commission. State law allows membership from 5 to 15. Elected members, such as from County Commission, cannot constitute a majority. **The County Mayor appoints members, subject to confirmation by the County Commission.** Appointments for at large members are 4 years, and County Commission appointments are coterminous from election to election. The Planning Commission elects a Chair, Vice-Chair and Secretary each year in October. The Secretary has responsibility for signing minutes and also signs approved plats. The Planning Commission meets regularly the 4th Thursday of each month. The Planning Department provides staff support to the Planning Commission. **(There will be 6 open appointments by September 1, five from County Commission (Joe Everett, Bob Kidd, Steve Gray, Kenneth Melton, Gary Farmer,) and 1 who resigned effective September – (Carl McDonald.)**
11. **Public Services Committee – County Commission Appoints Committee.** (10 Commission Members have been serving.) (10 members)
The Public Services Committee hears and considers requests Concerning Long and Short Range Planning, Airport Hazard, Beer Board, Public Utilities, Buildings and Grounds, Highway, Fleet Management, and Legislative and Resolutions. **(10 Commissioners)**
12. **Records Committee – County Mayor appoints.** (1 County Commissioner has been serving.) **(6 members)** The Records Commission is required to be composed of at least six members. Three of the members (one member of the county legislative body, a judge of one of the courts of record, and a genealogist) are **appointed by the county mayor** subject to the confirmation of the county legislative body. The express purpose of the Records Commission is “to provide for the orderly disposition of public records created by agencies of county government.” The Records Commission is mandated by law to meet not less than twice annually. **(1 Commissioner to replace Shirley Townsend.)**
13. **Recreation and Parks Commission – County Mayor Appoints.** **(1 Commissioner)**
14. **Risk Management - County Commission appoints Committee.** (5 Commissioners have been serving.) **(5 members)** The Risk Management Committee considers issues regarding Liability, etc. **(5 Commissioners)**
15. **Smoky Mountain Visitors Bureau – County Mayor appoints.** **2 County Commissioners serve (1 Commissioner vacancy)**
16. **Veteran’s Affairs Committee – County Commission appoints Members.** (One Commission Member (Veteran) has been serving) **(7 members) (One Commissioner, must be a veteran, 1 vacancy)**

