

THIS INSTRUMENT PREPARED BY:
JOEL E. PEARMAN, ATTORNEY AT LAW, HARRIMAN TN 37748

#286
SEWER LINE EASEMENT

This instrument made and entered into on this the 24th day of June, 1991, by and between Joe Underwood and wife, Gertrude Underwood, and First National Bank & Trust Co., of Rockwood a/k/a First American Bank, hereinafter referred to as Grantors, and, the City of Harriman for the use and benefit of the Harriman Utility Board, Roane County, Tennessee, hereinafter called Grantee.

WITNESSETH

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantors do hereby grant and convey unto Grantee, its successors and assigns, a perpetual easement upon the property hereinafter described for the purpose of laying, constructing, maintaining, operating, altering, replacing, inspecting, patrolling, servicing, repairing and removing pipeline(s) for the transportation of sewerage or other substances which may be transported through pipeline(s) under, upon, and through the land of the Grantors situated in Roane County, Tennessee, within the City of Harriman and identified on the Roane County Property Assessor's map as part of Tax Map 26K/N/26K/3 and being more particularly described as follows, to-wit:

A 20 foot easement lying 10 feet on each side of the center line which is described as follows:

To find the point of beginning begin at a point on the North line of the US-TVA property (Emory River) at a point North 86 deg. 14 min. East 36.38 feet and continuing South 75 deg. 16 min. East 62.73 feet from the proposed right-of-way line of the Swan Pond Road and the new bridge construction. THIS IS THE POINT OF BEGINNING. Thence North 4 deg. 45 min. 08 sec. West 20.45 feet; thence North 12 deg. 45 min. 21 sec. West 313.45 feet to a point on the south right-of-way of the N.&H.E. right-of-way, said point being South 85 deg. 53 min. 50 sec. East 25.56 feet of the proposed east right-of-way line of Swan Pond Road and the new bridge construction

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containing 6622 square feet more or less.

In addition a temporary construction easement extending an additional 10 feet beyond each side of the perpetual easement shall exist for one year from beginning of construction.

All according to survey of Billy G. Knight, Registered Land Surveyor, Tennessee No. 1375, P. O. Box 90345, Knoxville TN 37990. Said survey is attached hereto and marked "Exhibit 1" and is incorporated herein by reference.

For further reference see Deed Book J, Series 9, Page 47, in the Register's Office of Roane County, Tennessee.


Grantors covenant that they are lawfully seized and possessed of the real estate described herein; that they have a good and lawful right to sell and convey the rights and privileges herein set forth and bind themselves, their heirs, executors, administrators, successors and assigns to warrant and forever defend the said premises herein conveyed against the lawful claims of all persons whomsoever.

Grantors reserve the right to fully use and enjoy the said premises for any purpose which will not interfere with the proper installation, operation, maintenance, alteration, repair, replacement, or removal of the facilities of Grantee or its rights under this agreement. Grantee specifically agrees to use its best efforts not to unduly disturb Grantors' surface soil on and about said easement and to return the surface soil of the easement to its original condition, as is practicable.

Any noun, verb, pronoun, appositive or other word herein having gender or number shall be construed as having the same gender and number as indicated by the name(s) inserted in Paragraph 1 of this instrument.

IN WITNESS WHEREOF, Grantors herein have affixed their signatures on this instrument on this the day and date first above written.


Joe Underwood


Gertrude Underwood
by Joe Underwood 218

FIRST AMERICAN BANK

By: _____

STATE OF TENNESSEE

COUNTY OF ROANE

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named bargainors, Joe Underwood and Gertrude Underwood, with whom I am personally acquainted and acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand at office this 24th day of June, 1991.

Rebecca Tapp
Notary Public

My Commission Expires: 15 November, 1993.

STATE OF TENNESSEE

COUNTY OF ROANE

Before me, the undersigned, a Notary Public in and for said county and state, appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged h__self to be the _____ of First American Bank, the within named bargainor, a corporation, and that _____, as such _____, being so authorized to do, executed the foregoing instrument for the purposes contained, by signing the name of the corporation by _____ as _____.

Witness my hand and official seal at office this ____ day of _____, 1991.

Notary Public

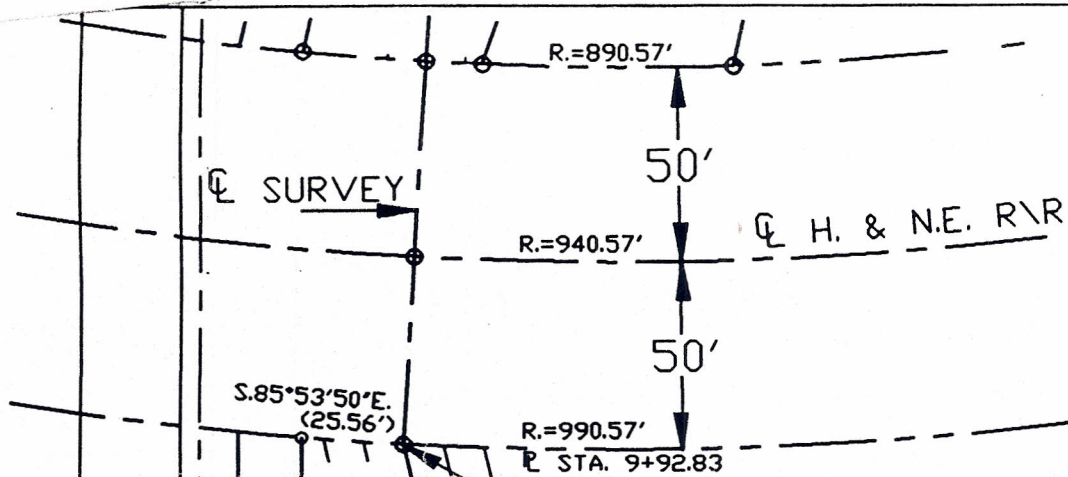
My Commission Expires: _____.

STATE OF TENNESSEE, ROANE COUNTY REGISTER'S OFFICE

This instrument and certificate were noted in
Note Book Q Page 211 at 2:45 o'clock P M. 7-12 1991
and recorded in Deed Book 5 Series 18, Page 217
Rec. Fee \$ 16.00 State Tax \$ _____ Regs. Fee \$ _____
Total \$ 16.00 Receipt No. 69437
Witness my hand.

M. Crowe
Register

By Karen Brown 219



CL SURVEY PI. STA. 9+92.83

20' PERMANENT EASEMENT
6,622 Sq. Ft.

JOE UNDERWOOD
PROPERTY
DB. J 9 PG. 47

CL SURVEY
N.12°45'21\"W.
313.45'

20' TEMPORARY CONSTRUCTION
EASEMENT - 6,624 Sq. Ft.
10' EA. SIDE SURVEY CL

CL SURVEY PI. STA. 6+79.38

N.4°45'08\"W.
20.45'

36.38'
N86°14\"E.

U.S.T.V.A.

(62.73')

CL STA. 6+58.93
S.75°16\"E.

LEGEND

TEMPORARY
CONSTRUCTION
EASEMENT 10'
OUTSIDE PERM.
EASE. EA. SIDE
UNLESS STATED
OTHERWISE

PERMANENT
EASEMENT
10' EA. SIDE
OF PROP. CL



EMORY RIVER

WATTS BAR RESV.



PROPOSED 20' EASEMENT
ACROSS THE PROPERTY OF
JOE UNDERWOOD

FOR HARRIMAN UTILITIES
BOARD

PROPOSED UTILITY EASEMENT
CIVIL DISTRICT No. ONE
ROANE COUNTY, TENNESSEE
DATE: 01-02-91 SCALE: 1" = 50'
BY: ALLEN & HOSHALL, INC.
PO BOX 90345
KNOXVILLE, TN. 37990
PH. 615-693-7881

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