# #691 GRANT OF SEWER LINE EASEMENT

This Agreement made and entered into on the day and date hereinafter set forth by and between CHARLES J. WISDOM and wife, MARTHA F. WISDOM, Parties of the First Part, hereinafter sometimes referred to as "Grantors", and CITY OF HARRIMAN, TENNESSEE, for the use and benefit of the HARRIMAN UTILITY BOARD, Party of the Second Part, of Roane County, Tennessee, hereinafter sometimes referred to as "Grantee".

#### WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid, receipt of which is hereby acknowledged, Grantors do hereby grant and convey unto Grantee an easement described as follows:

Situated in the First (1st) Civil District of Roane County, Tennessee, and within the corporate limits of the City of Harriman, Tennessee, and identified on Roane "County Property Assessor's Map as part of Tax Map No. 36-D, Group C, Parcel No. 11, and being more particularly described as follows:

Beginning at an exist sewer manhole referred to as station 2+95 in previous easement recorded in Deed Book J18, page 326, thence S 80 degrees 04' E, 60.59" to the property line of Dennis R. and Donna S. Fairchild, said strip of land being 25 feet wide, extending 12.5 feet on the left side and 12.5 feet on the right side of said center line, except where limited by property lines, containing .07 acres more or less.

In addition, a temporary construction easement of 50 feet divided evenly on each side of the above described centerline, except where limited by property lines, shall exist for six (6) months from the beginning of construction.

Being a part of the same property conveyed to Charles J. Wisdom and wife, Martha F. Wisdom, by Warranty Deed dated August 29, 1989, executed by Heirs of Ernest C. Brown, and recorded on September 20, 1989, in Deed Book F-18, page 467, Office of the Register for Roane County, Tennessee.

The within conveyance is a perpetual easement on, over, under and across the aforedescribed strip of land for the purpose of installing, operating and maintaining, including the rights of ingress and egress, of an eight inch (8") sanitary sewer collection line and all appurtenances thereto.

Grantors reserve the right to use said easement area for any other purpose which will not interfere with the safe and proper

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installation, operation, maintenance, alteration, repair, replacement of removal of the facilities of Grantee. Grantors certify that they are the owners of the property described and have a good and perfect right to enter into this Agreement and will defend the title to said property against the lawful claims of all persons whomsoever.

Tennessee Housing Development Agency joins in this conveyance for the purpose of consenting to said easement due to its interest in said property by virtue of Deed of Trust dated September 13, 1989, executed by First Parties, to Eugene R. McCullough, Trustee, and recorded on September 20, 1989, in Trust Book 450, page 261, Roane County Register's office.

Wherever herein a singular designation is made for more than one Grantor, it is agreed that all Grantors are included in said designation.

IN WITNESS WHEREOF, the Grantors herein have affixed their signatures on this instrument on this the  $7\frac{H}{H}$  day of Aug. 1992.

Martha F. Wisdom

TENNESSEE HOUSING DEVELOPMENT AGENCY

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STATE OF TENNESSEE COUNTY OF ROANE

Personally appeared before me, <u>Charles B. Flora</u> III a Notary Public in and for said County, the within named bargainors, CHARLES J. WISDOM and wife, MARTHA F. WISDOM, with whom I am personally acquainted (or proved to me on the basis of satisfactory evident) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this  $\frac{7+b}{1992}$  day of Aug. 1992.

Charles B. Flora TIL Notary Public

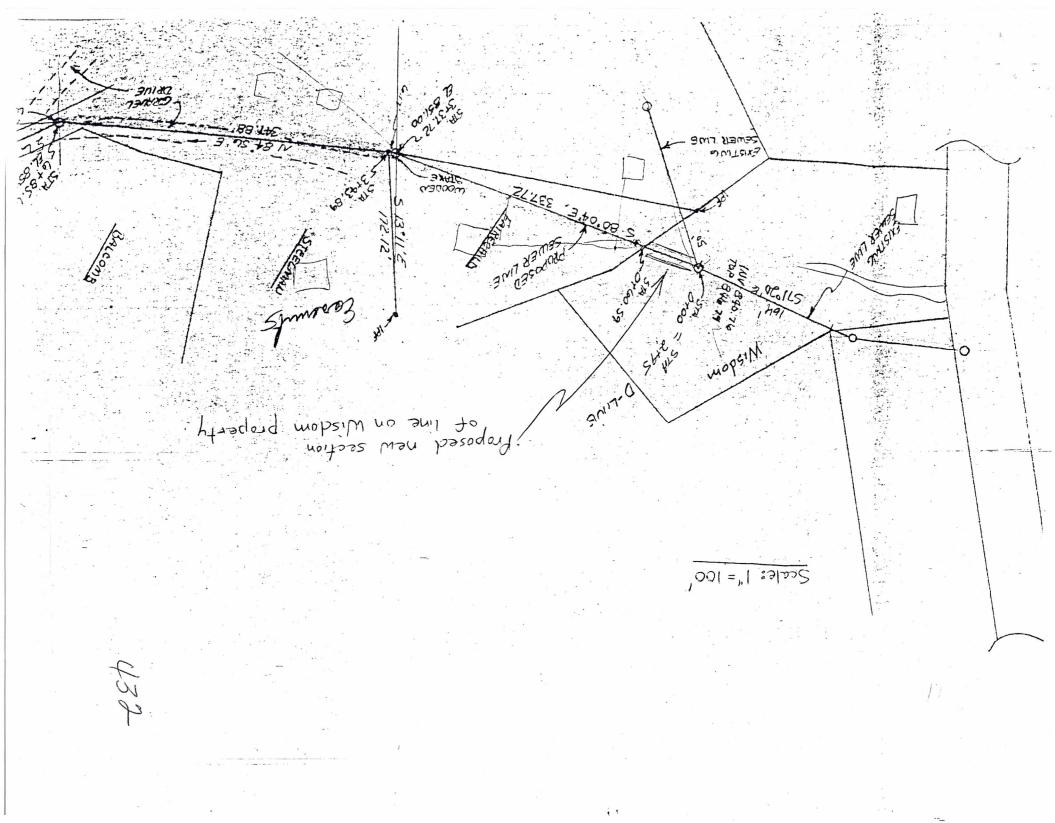
My Commission expires 10-11-93

STATE OF <u>Jernesse</u> COUNTY OF <u>Davidon</u> Plumley Before me, Perelope A \_, a Notary Public of the personally appeared state and County aforesaid, B Vauch , with whom I am personally acquainted, and of TENNESSEE HOUSING DEVELOPMENT AGENCY, the wi within adm and that  $\underline{\mathcal{M}}$  as such being authorized so to do, Le such named bargainor, Duction of Mate adma., being authorized so executed the foregoing instrument for the purposes therein contained by signing the name of the agency by him self as Directo of Maty adm. WITNESS my hand and official seal at office this day of <sub>Aug.</sub> 1992. xe Notary Public

My Commission expires 9-25-93

STATE OF TENNESSEE, ROANE COUNTY, REGISTER'S OFFICE This instrument and certificate were noted in Note Book R Page 70 at 11:20 O'clock A MS - 27, 19 92 and recorded in Deed Book A Series 19, Page 4-29 Rec. Fee \$ 16.00 State Tax \$ Regs. Fee \$ Total \$ 16.00 Receipt No. 88 92 Witness my hand.
Witness my hand. Mayie M. Coure Register By: Marline Sterry

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## $\#56\lambda$ GRANT OF SEWER LINE EASEMENT

This Agreement made and entered into on the day and date hereinafter set forth by and between CHARLES J. WISDOM and wife, MARTHA F. WISDOM, Parties of the First Part, hereinafter sometimes referred to as "Grantors", and CITY OF HARRIMAN, TENNESSEE, for the use and benefit of the HARRIMAN UTILITY BOARD, Party of the Second Part, of Roane County, Tennessee, hereinafter sometimes referred to as "Grantee".

#### WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid, receipt of which is hereby acknowledged, Grantors do hereby grant and convey unto Grantee an easement described as follows:

Cut Tree

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Register

Situated in the First (1st) Civil District of Roane County, Tennessee, and within the corporate limits of the City of Harriman, Tennessee, and identified on Roane County Property Assessor's Map as part of Tax Map No. 36-0, Group C, Parcel No. 11, and being more particularly described as follows:

BEGINNING at approximate station 1+31 of the sewer survey base line "D", said point of beginning being in the boundary line between the subject owner and land now or formerly owned by Reuben Estel and Jessie Mae Kidwell, from said point of beginning along the sewer survey base line a distance of 164 feet on a bearing of S 71 deg. 20' E to a stake, station 2+95, thence a distance of 50 feet on a bearing of S 23 deg. 46' E to station 3+45 of the sewer survey base line "D" and in the boundary line between land owned by subject owner and Dennis R. and Donna S. Fairchild, said strip of land being 25 feet wide, extending 12.5 feet on the left side and 12.5 feet on the right side of said centerline, except where limited by property lines and containing 0.12 acres, more or less.

In addition, a temporary construction easement of 50 feet divided evenly on each side of the centerline, except where limited by property lines, shall exist for 450 days after the contract for the construction of the proposed line is executed or until the City of Harriman accepts the construction.

Being a part of the same property conveyed to Charles J. Wisdom and wife, Martha F. Wisdom, by Warranty Deed dated August 29, 1989, executed by Heirs of Ernest C. Brown, and recorded on September 20, 1989, in Deed Book F-18, page 467, Office of the Register for Roane County, Tennessee.

STATE OF TENNESSEE, ROANE COUNTY REGISTER'S OFFICE This instrument and certificate were noted in Note Book Page 02 at 4'250'clock P M. 2. 28 19 90 and recorded in <u>Deed Book</u> Series 18, Page 336 Rec. Fee \$ 2.00 State Tax \$ Regs. Fee \$ Total \$ 12.00 Receipt No. 59957 Witness my hand

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This instrument prepared by: George H. Lockett, Atty. P.O. Box 436 - 315 Devonia St Harriman, TN 37748

The within conveyance is a perpetual easement on, over, under and across the aforedescribed strip of land for the purpose of installing, operating and maintaining, including the rights of ingress and egress, of an eight inch (8") sanitary sewer collection line and all appurtenances thereto.

Grantors reserve the right to use said easement area for any other purpose which will not interfere with the safe and proper installation, operation, maintenance, alteration, repair, replacement or removal of the facilities of Grantee. Grantors certify that they are the owners of the property described and have a good and perfect right to enter into this Agreement and will defend the title to said property against the lawful claims of all persons whomsoever.

Tennessee Housing Development Agency joins in this conveyance for the purpose of consenting to said easement due to its interest in said property by virtue of Deed of Trust dated September 13, 1989, executed by First Parties, to Eugene R. McCullough, Trustee, and recorded on September 20, 1989, in Trust Book 450, page 261, Roane County Register's Office.

Wherever herein a singular designation is made for more than one Grantor, it is agreed that all Grantors are included in said designation.

IN WITNESS WHEREOF, the Grantors herein have affixed their signatures on this instrument on this the 29 day of September, 1989.

Charles J. Wisdom CHARLES J. WISDOM

TENNESSEE HOUSING DEVELOPMENT AGENCY BY:

### STATE OF TENNESSEE COUNTY OF ROANE

Personally appeared before me, Richard A. HALL a Notary Public in and for said County, the within named bargain-ors, CHARLES J. WISDOM and wife, MARTHA F. WISDOM, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 27 day of SEPTEMBER, 1989. munical states Richard a. Hall Storeson

Notary Public

My Commission Expires: JANUARY 12, 1993.

STATE OF TENNESSEE COUNTY OF ROMME

Pilic , a Notary Public of Before me,

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the State and County aforesaid, personally appeared , with whom I am personally acquainted, and who, upon oath, acknowledged self to be the

of TENNESSEE HOUSING DEVELOPMENT AGENCY, the within named bargainor, and that as such , being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name

of the agency by \_\_\_\_\_self as \_\_\_\_

WITNESS my hand and official seal at office this \_\_\_\_\_ day , 1989. of

Notary Public

My Commission Expires: