

#538
THIS INSTRUMENT PREPARED BY:
JOEL E. PEARMAN, ATTORNEY AT LAW, HARRIMAN TN 37748

SEWER LINE EASEMENT

This instrument made and entered into on this the 20th day of June, 1991, by and between D. D. Andrews, hereinafter referred to as Grantor, 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, Grantor does 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 Grantor 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/6 and of record in the Register's Office of Roane County, Tennessee, in Deed Book W, Series 17, Page 91, and being more particularly described as follows, to-wit:

A 20 foot perpetual easement lying 10 feet each side of a center line, being described as follows:

Beginning at a point on the North right-of-way line of the H. & N.E. Railroad, said point being South 85 deg. 07 min. 43 sec. East 32.10 feet from an iron pin marking the proposed East right-of-way line of Swan Pond Road and the proposed new bridge construction; thence North 3 deg. 09 min. 22 sec. East 74.3 feet to a point in the proposed right-of-way line of the South-Eastern intersection of Emory Street and Swan Pond Road, at a point North 50 deg. 08 min. 05 sec. East 32.49 feet from an iron pin at the same intersection and containing 1485 square feet more or less.

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In addition, a temporary construction easement extending over the entire tract owned by D. D. Andrews which is described as follows:

Beginning at the intersection of the east line of Swan Pond Road with the North line of the right-of-way of the H. & N.E. Railroad; thence with the east line at Swan Pond Road (2) courses (1) North 12 deg. 24 min. 11 sec. East 52.14 feet to an iron pin (2) North 50 deg. 08 min. 05 sec. East crossing the easement centerline at 32.49 feet, a total distance of 52.09 feet to an iron pin on the south line at Emory Street; thence with same South 77 deg. 13 min. 39 sec. East 24.29 feet to a corner with Gunter; thence with Gunter South 19 deg. 08 min. 38 sec. West 83.01 feet to an iron pin on the north line of the H. & N.E. Railroad right of way; thence with same (2) courses (1) North 87 deg. 15 min. 32 sec. West 14.54 feet crossing the easement centerline (2) North 85 deg. 07 min. 43 sec. West 32.10 feet to the point of beginning and containing an additional 2420 square feet more or less. Said temporary construction easement shall last 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.

Being part of the same property conveyed to grantor by deed of record in the Register's Office of Roane County, Tennessee, in Deed Book W, Series 17, Page 91.

Grantor covenants that he is lawfully seized and possessed of the real estate described herein; that he had a good and lawful right to sell and convey the rights and privileges herein set forth and binds himself, his heirs, executors, administrators, successors and assigns to warrant and forever defend the said premises herein conveyed against the lawful claims of all persons whomsoever.

Grantor reserves the right to fully use and enjoy the said premises for any purpose which will not interfere with the sale and proper installation, operation, maintenance, alteration, repair, replacement, or removal of the facilities of Grantee or its rights under this agreement.

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.

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IN WITNESS WHEREOF, Grantor herein has affixed his signature on this instrument on this the day and date first above written.

D. D. Andrews
D. D. Andrews

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 bargainor, D. D. Andrews, with whom I am personally acquainted and acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand at office this 20th day June, 1991.

Charles B. Flora III
Notary Public

My Commission Expires: 10-11-93.

BETTY R. TILL
Property Assessor
Roane County

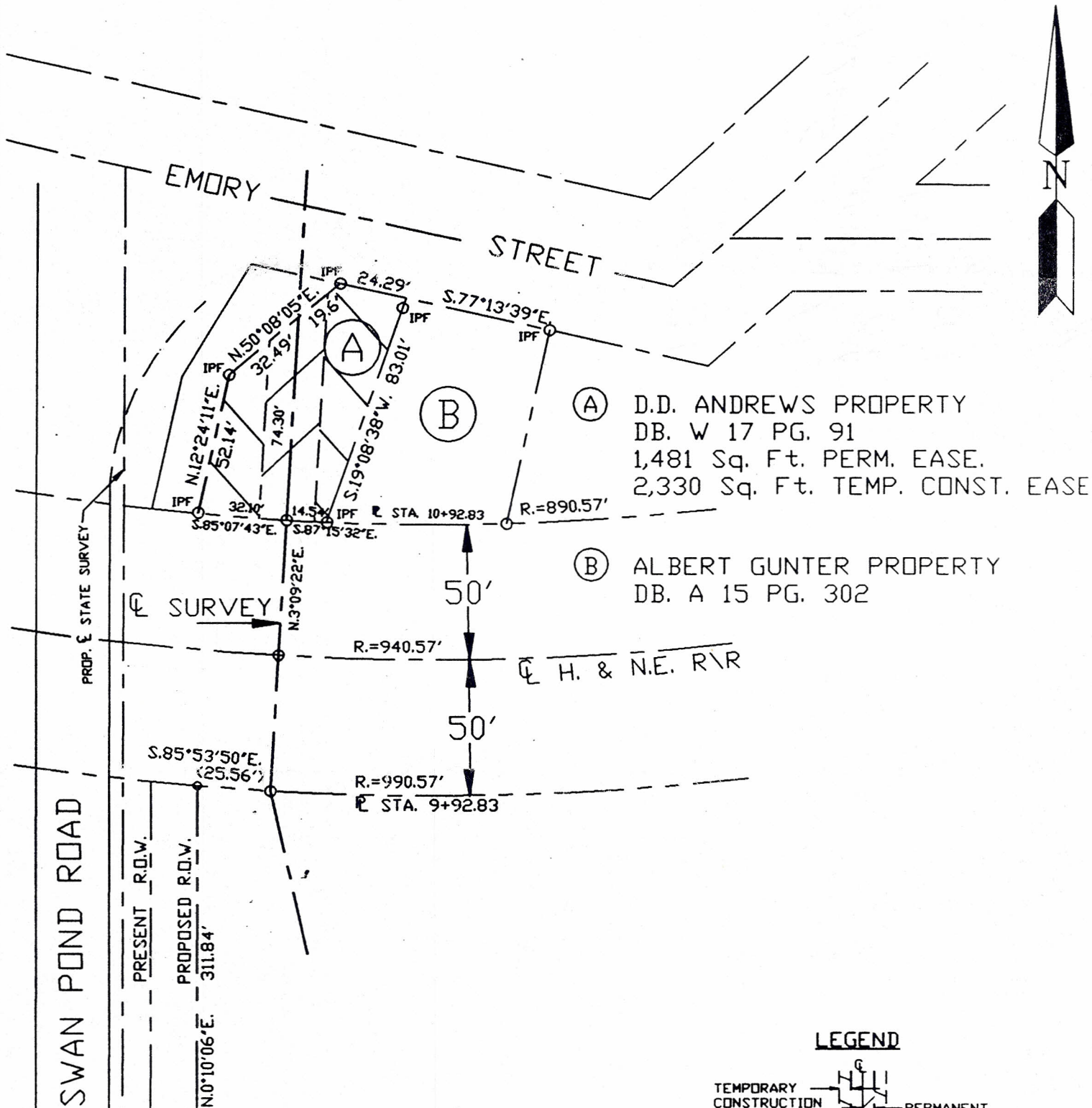
DI _____ MAP _____ GP _____ CMAP _____ PGI _____
SAME _____ PART _____ VAC _____ IMP _____



STATE OF TENNESSEE, ROANE COUNTY REGISTER'S OFFICE

This instrument and certificate were noted in
Note Book 8 Page 284 at 12:35 o'clock P M. 724 1991
and recorded in Deed Book 5 Series 18, Page 413
Rec. Fee \$ 6.00 State Tax \$ _____ Regs. Fee \$ _____
Total \$ 6.00 Receipt No. 199708

Witness my hand.
Mallie M. Brown Register
Sgt. Karen Brown



PROPOSED 20' EASEMENT
ACROSS THE PROPERTY OF
D. D. ANDREWS
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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