

#561

1989

GRANT OF SEWER LINE EASEMENT

This Agreement made and entered into on the day and date hereinafter set forth by and between WELZIE D. SWAFFORD and wife, LINDA G. SWAFFORD, Parties of the First Part, of Roane County, Tennessee, 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. 18-A, Group A, Parcel No. 41, and being more particularly described as follows:

BEING part of Montcrest Subdivision, Lot 6, as shown by plat of said subdivision of record in Map Book 3, page 193, Office of the Register for Roane County, Tennessee, the easement herein conveyed being more particularly described as follows:

An easement for a sanitary sewer line, which easement is 30 feet in width, lying along and parallel with the southerly line of Lot 6, the sewer line to be installed along a line approximately 10 feet North of the South property line.

Also an easement for a sanitary sewer line 30 feet in width lying 15 feet on either side of the following described center line as it impacts said property. From the Southeast corner of Lot 5, proceed N 20 degrees 03' E, 11.76 feet to the point of beginning; thence N 16 degrees 44' W, 75.59 feet to the intersection of the common line between Lot 5 and Lot 6; thence continue along the same bearing 64.92 feet to the right-of-way line of Montcrest Drive.

This conveyance is made subject to the Restrictive Covenants as set out in Deed Book D, Series 8, page 345, Office of the Register for Roane County, Tennessee. Being a part of the same property conveyed to Parties of the First Part by Quitclaim Deed dated November 18, 1987, executed by United States of America, Farmers Home Administration, and recorded on December 9, 1987, in Deed Book S-17, page 585, 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 8 Page 67 at 4:50 o'clock P.M. 2-28-19and recorded in Deed Book 5 Series 18, Page 323Rec. Fee \$ 12.00 State Tax \$ Regs. Fee \$ Total \$ 12.00 Receipt No. 57957

Witness my hand.

Marie M. Cause Register

by: Margaret Henry

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

In addition, a temporary construction easement 50 feet in width, lying along and parallel with the southerly line of Lot 6, shall exist for 450 days after beginning of construction of the proposed line or until completion of the project.

Also, a temporary construction easement for a sanitary sewer line 50 feet in width lying 25 feet on either side of the following described center line, as it impacts said property, shall exist for 450 days after beginning of construction of the proposed line or until the completion of the project. From the Southeast corner of Lot 5, proceed N 20 degrees 03' E, 11.76 feet to the point of beginning; thence N 16 degrees 44' W, 75.59 feet to the intersection of the common line between Lot 5 and Lot 6; thence continue along the same bearing 64.92 feet to the right-of-way line of Montcrest Drive.

The within conveyance is a perpetual easement on, over, under and across the aforescribed 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.

United States of America, acting through Farmers Home Administration, 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 and recorded December 9, 1987, in Trust Deed Book 427, page 700, Office of the Register for Roane County, Tennessee.

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 20 day of July, 1989.

Welzie D. Swafford
WELZIE D. SWAFFORD

Linda G. Swafford
LINDA G. SWAFFORD

UNITED STATES OF AMERICA

BY: S. Lane Parkison
County Supervisor
Farmers Home Administration
U.S. Department of Agriculture

STATE OF TENNESSEE
COUNTY OF ROANE

Personally appeared before me, Edrick Lane, a Notary Public of the State and County aforesaid, WELZIE D. SWAFFORD and wife, LINDA G. SWAFFORD, 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, at office, this the 20 day of July, 1989.

Edrick Lane
Notary Public

My Commission Expires: September 20, 1990.

STATE OF TENNESSEE
COUNTY OF ROANE

Before me, Notary Public, of the State and County aforesaid, personally appeared S. Lane Parkison, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be County Supervisor, Farmers Home Administration, United States Department of Agriculture, for the State of Tennessee, and that he as said S. Lane Parkison, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the United States of America, by himself as said County Supervisor, Farmers Home Administration, United States Department of Agriculture, for the State of Tennessee.

Given under my hand and official seal, this 3rd day of August, 1989.

Mary C. Wells
Notary Public

My Commission Expires: September 17, 1989.