

1989

#523

GRANT OF SEWER LINE EASEMENT

This Agreement made and entered into on the day and date hereinafter set forth by and between WINFRED K. PELUAU and wife, LINDA P. PELUAU, 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. 42, and being more particularly described as follows:

BEING part of Montcrest Subdivision, Lot 7, 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 7, the sewer line to be installed along a line approximately 10 feet North of the South property line.

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 Warranty Deed dated May 25, 1976, executed by Trustees of Church of Christ of Harriman, and recorded on May 28, 1976, in Deed Book L-13, page 45, Office of the Register for Roane County, Tennessee.

In addition, a temporary construction easement 50 feet in width, lying along and parallel with the southerly line of Lot 7, shall exist for 450 days after beginning of construction of the proposed line or until completion of the project.

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

STATE OF TENNESSEE, ROANE COUNTY, REGISTER'S OFFICE
This instrument and certificate were noted in
Note Book 16 at 1:00 O'clock P 12-27, 1989
and recorded in Deed Book H, Series 18, Page 360
Rec. Fee \$ 12.00 State Tax \$ 5.46 Regs. Fee \$ 3.00
Total \$ 20.46 Receipt No. 54663
Witness my hand. George H. Lockett Register

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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.

Rural Housing Trust, 1987-1, assignee of Farmers Home Administration, United States of America, 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 executed to Farmers Home Administration and of record in Trust Deed Book 271, page 267, with assignment thereof dated December 9, 1987, and of record in Trust Deed Book 427, page 678, 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 24 day of July, 1989.



WINFRED K. PELUAU



LINDA P. PELUAU

Bankers Trust (Delaware) not in its individual capacity but solely as Trustee for the Rural Housing Trust 1987-1

BY: 

TITLE: President

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STATE OF TENNESSEE

COUNTY OF ROANE

Personally appeared before me, Edith Lane,
a Notary Public of the State and County aforesaid, WINFRED K.
PELUAU and wife, LINDA P. PELUAU, 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 24 day of July,
1989.

Edith Lane
Notary Public

My Commission Expires: September 20, 1990.

STATE OF

Delaware

COUNTY OF

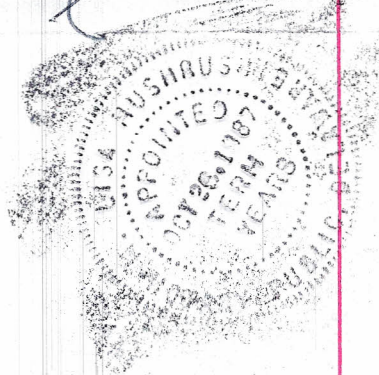
New Castle

Before me, M. Lisa Mushrush, a Notary Public
of the State and County aforesaid, personally appeared _____
James H. Stallkamp, with whom I am personally acquainted (or
proved to me on the basis of satisfactory evidence), and who,
upon oath, acknowledged himself to be President of Bankers Trust
trustee (Delaware)
of RURAL HOUSING TRUST and that in that capacity, he is authorized
to execute the foregoing instrument for the purposes therein con-
tained by signing the name of RURAL HOUSING TRUST by himself as
President of Bankers Trust
(Delaware).

Given under my hand and seal, this 20th day of September,
1989.

M. Lisa Mushrush
Notary Public

My Commission Expires: 10/20/91.



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This instrument prepared by:
George H. Lockett, Attorney
P.O. Box 436 - 315 Devonia St.
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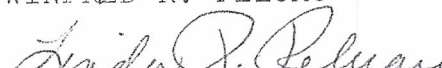
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Wherever herein a singular designation is made for more than one Grantor, it is agreed that all Grantors are included in said designation.

IN WITNESS WHEREOF, the Grantors herein have affixed their signatures on this instrument on this the 24 day of July, 1989.


WINFRED K. PELUAU


LINDA P. PELUAU

RURAL HOUSING TRUST, 1987-1

BY: _____

TITLE: _____

STATE OF TENNESSEE

COUNTY OF ROANE

Personally appeared before me, Edith Lane,
a Notary Public of the State and County aforesaid, WINFRED K.
PELUAU and wife, LINDA P. PELUAU, 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 24 day of July,
1989.

Edith Lane
Notary Public

My Commission Expires: September 20, 1990.

STATE OF _____

COUNTY OF _____

Before me, _____, a Notary Public
of the State and County aforesaid, personally appeared _____
_____, with whom I am personally acquainted (or
proved to me on the basis of satisfactory evidence), and who,
upon oath, acknowledged himself to be _____
of RURAL HOUSING TRUST and that in that capacity, he is authorized
to execute the foregoing instrument for the purposes therein con-
tained by signing the name of RURAL HOUSING TRUST by himself as
_____.

Given under my hand and seal, this _____ day of _____,
1989.

Notary Public

My Commission Expires: _____.