

#560 1989
GRANT OF SEWER LINE EASEMENT

This Agreement made and entered into on the day and date hereinafter set forth by and between W. C. HARVEY and wife, PEGGY SUE B. HARVEY, 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. 40, and being more particularly described as follows:

BEING part of Montcrest Subdivision, Lot 5, 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 5, 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 Warranty Deed dated September 12, 1969, executed by Pat Harvey and wife, Jessie J. Harvey, and recorded in Deed Book L-10, page 539, 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 D Page 122 at 1:20 o'clock P M. 208 1989

and recorded in Deed Book 5 Series 18, Page 320

Rec. Fee \$ 12.00 State Tax \$ Regs. Fee \$

Total \$ 12.00 Receipt No. 67957

Witness my hand.

James H. Lockett Register

In addition, a temporary construction easement 50 feet in width, lying along and parallel with the southerly line of Lot 5, 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 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.

Nashville KEMBA Federal Credit Union 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 recorded in Trust Deed Book 445, page 587, 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.

W. C. HARVEY
W. C. HARVEY

PEGGY SUE B. HARVEY
PEGGY SUE B. HARVEY

NASHVILLE KEMBA FEDERAL CREDIT
UNION

BY: Elizabeth Young
TITLE: Teller / Title Clerk

STATE OF TENNESSEE

COUNTY OF ROANE

Personally appeared before me, Edith Laad,
a Notary Public of the State and County aforesaid, W. C. HARVEY
and wife, PEGGY SUE B. HARVEY, with whom I am personally acquaint-
ed, (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.

Edith Laad
Notary Public

My Commission Expires: September 20, 1990

STATE OF TENNESSEE

COUNTY OF Knox

Before me, Deborah Courtiss, a Notary Public
of the State and County aforesaid, personally appeared Elizabeth
Young, with whom I am personally acquainted (or proved
to me on the basis of satisfactory evidence) and who, upon oath,
acknowledged _____ to be the _____ of the
NASHVILLE KEMBA FEDERAL CREDIT UNION, a corporation, and that _____
as such _____, being authorized so to do, executed
the foregoing instrument for the purposes therein contained, by
signing the name of the corporation by _____ as _____
_____.

Witness my hand and official seal this 28 day of July,
1989.

Deborah Courtiss
Notary Public

My Commission Expires: My Commission Expires Feb. 24, 1990