

# 201  
GRANT OF SEWER LINE EASEMENT

This Agreement made and entered into on the day and date hereinafter set forth by and between REUBEN ESTEL KIDWELL and wife, JESSIE MAE KIDWELL, 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. 36-J, Control Map 36-0, Group C, Parcel No. 12, and Tax Map No. 36-0, Group C, Parcel No. 13, and being more particularly described as follows:

EASEMENT NO. 1: BEGINNING at approximate station 0+02 of the sewer survey base line "D", said point of beginning being in the right-of-way line between the subject owner and State Highway 29-A, from said point of beginning along the sewer survey base line a distance of 118 feet on a bearing of N 87 deg. 30' E to a stake, station 1+20, thence a distance of 11 feet on a bearing of S 71 deg. 20' E to approximate station 1+31 of the sewer survey base line "D" and in the boundary line between land owned by subject owner and Ernest C. and Ruth P. Brown, 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 0.07 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.

EASEMENT NO. 2: BEGINNING in the southern corner of the subject property, also being the eastern corner of land now or formerly owned by Reuben Estel and Jessie Mae Kidwell (Parcel No. 12), a point in the line of land now or formerly owned by Ernest C. and Ruth P. Brown (Parcel No. 11), thence in an easterly direction a distance of approximately 15 feet to a point in the Ernest C. and Ruth P. Brown (Parcel No. 11) property line, thence in a southwesterly direction with said Brown (Parcel No. 11) property line a distance of 12½ feet to the point of beginning and containing 0.002 acres, more or less, for the purpose of a permanent sewer line easement.

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 1, Page 381 at 9:00 O'clock A.M. on 8, 1987  
and recorded in Deed Book D, Series 18, Page 545  
Rec. Fee \$ 2.00 State Tax \$ 0.00 Regs. Fee \$ 0.00  
Total \$ 2.00 Receipt No. 52721

Witness my hand.  
Mexico M. C. Lockett Register  
By: James G. Lockett

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In addition, a strip of land 25 feet X 28.5± feet X 25 feet and bounded by the same properties as above said permanent sewer line easement, for the purpose of a temporary construction easement, 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 parts of the same property conveyed to Parties of the First Part by Warranty Deed dated July 7, 1967, executed by Elmer H. James and wife, Mildred James, and recorded on July 13, 1967, in Deed Book X-9, page 555, Office of the Register for Roane County, TN.

The within conveyances are perpetual easements 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.

First American National Bank, Rockwood, Tennessee, 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 April 11, 1988, executed by Parties of the First Part to Willard D. Price, Trustee, and recorded on April 18, 1988, in Trust Book 431, page 394, 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 \_\_\_\_ day of \_\_\_\_, 1989.

  
Reuben Estel Kidwell

  
Jessie Mae Kidwell

First American National Bank,  
Rockwood, TN

By: 



STATE OF TENNESSEE  
COUNTY OF ROANE

Personally appeared before me, Richard A. Hall, a Notary Public in and for said County and State, the within named bargainors, REUBEN ESTEL KIDWELL and wife, JESSIE MAE KIDWELL, 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 10 day of May, 1989.

Richard A. Hall  
Notary Public

My Commission Expires: Jan 12, 1993.

STATE OF TENNESSEE  
COUNTY OF ROANE

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Terry D. Jolley, with whom I am personally acquainted, and who upon oath acknowledged him self to be the ASSISTANT VICE PRESIDENT of FIRST AMERICAN NATIONAL BANK, ROCKWOOD, TN, the within named bargainor, a corporation, and that he as such Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as ASSISTANT VICE PRESIDENT.

Witness my hand and official seal at office this 24th day of May, 1989.

Clara A. Lennard  
Notary Public

My Commission Expires: 4/22/91.