

GRANT OF SEWER LINE EASEMENT

This Agreement made and entered into on the day and date hereinafter set forth by and between WILLIAM HARRISON POWERS, III, and wife, BELINDA JOYCE POWERS, 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. 39, and being more particularly described as follows:

BEING part of Montcrest Subdivision, Block 3, Lot 4, 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 4, 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 26, 1972, executed by J. C. Poole and wife, Calma June Poole, and recorded on June 12, 1972, in Deed Book N-11, page 324, 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 4, shall exist for 450 days after beginning of construction of the proposed line or until completion of the project.

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.

Sovran Bank/Eastern, formerly Commerce Union Bank, Eastern, and Manufacturers Hanover Consumer Services, Inc., formerly CIT Financial Services, Inc., join in this conveyance for the purpose of consenting to said easement due to their interests in said property by virtue of Deeds of Trust recorded in Trust Book 410, page 731, and Trust Book 428, page 828, respectively, 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 26th day of June, 1989.


WILLIAM HARRISON POWERS, III


BELINDA JOYCE POWERS

SOVRAN BANK/EASTERN

BY: _____

MANUFACTURERS HANOVER CONSUMER
SERVICES, INC.

BY: _____

STATE OF TENNESSEE

COUNTY OF ROANE

Personally appeared before me, Richard A. Hall, a Notary Public of the State and County aforesaid, WILLIAM HARRISON POWERS, III, and wife, BELINDA JOYCE POWERS, 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 26 day of June, 1989.

Richard A. Hall
Notary Public

My Commission Expires: January 12, 1993.

STATE OF TENNESSEE

COUNTY OF Roane

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 _____ to be the _____ of the SOVRAN BANK/EASTERN, the within named bargainor, 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 _____ day of _____, 1989.

Notary Public

My Commission Expires: _____.

STATE OF TENNESSEE

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 _____ to be the _____ of the MANUFACTURERS HANOVER CONSUMER SERVICES, INC., the within named bargainor, 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 at office this _____ day of _____, 1989.

Notary Public

My Commission Expires: _____.