

QUIT CLAIM DEED

OF A SEWER LINE EASEMENT

This indenture, made this 22 day of November, A.D. 1976,

between J. M. Easter III et ux Martha Kay Easter

of Roane County in the State of Tennessee,

part ies of the first part, and

The City of Harriman, Tennessee, a municipal corporation, for the use and benefit of the Harriman Utility Board

of Roane County, Tennessee, part y of the second part.

WITNESSETH: That the said part ies of the first part, for and in consideration of the sum of

One hundred fifty and no/100 (\$150.00) Dollars and other good and valuable consideration

to them, cash in hand paid by the said part y of the second part, the receipt of which is hereby acknowledged,

ha VE granted, bargained, sold, conveyed, remised, released and quitclaimed, and do hereby grant, bargain, sell, convey,

remise, release and quitclaim unto the said part y of the second part, the following described premises, to-wit, situate in

District No. 1 of Roane County, Tennessee, the center line of said easement being described as follows:

Beginning at a fence intersection on the East side of Easter Road a common corner between J. M. Easter III and Bertha Easter in the South Harriman community of the City of Harriman, First Civil District of Roane County, Tennessee:

Thence N 73°59' E a distance of 226.2 feet along the common fence line between Bertha Easter and J. M. Easter III to a stake in said fence line being the point of beginning of a 10 foot wide utility easement describing the center line and being 5 feet from and parallel to said described center line as follows:

(1) N 48°21' W a distance of 138.2 feet to a stake in J. M. Easter III North boundary line being an easement 138.2 feet long by 10 feet wide or 0.03 acre.

This is not a conveyance in Fee Simple but is the conveyance of an easement of use only. It is the intention of the Grantors to convey to the Grantee a permanent easement ten feet wide lying five feet on each side of the above described center line. The Grantee will have the right to lay and perpetually maintain a sewer line across said permanent easement and will also have the right to construct and maintain any and all necessary manholes. The Grantee will have the right in perpetuity to maintain and repair the sewer line and manholes located on said easement. The Grantee is also (over)

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 150.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Subscribed and sworn to before me this the 22 day of November, 1976.

My commission expires 12-12-77

Notary Public

given the right of ingress and egress across said property for the purpose of perpetually maintaining and repairing said sewer line. In the event that the Grantee is required to make repairs to said sewer line, said Grantee will be obligated to promptly restore the surface of the easement to its original condition and to regrass the same.

The Grantors also convey to the Grantee a 50 foot wide temporary construction easement being 25 feet on each side of the above described center line. This construction easement is to be valid for a period of 12 months from and after the execution of this instrument, but said construction easement will and when the project has been completed and will revert to a permanent easement ten feet in width.

The Grantors will have the right to use the surface of said easement for agricultural purposes but will be prohibited from constructing any improvement on the permanent easement.

Being a portion of the same real estate conveyed to J. M. Easter III et ux Martha Kay Easter by James M. Easter Jr. et ux Colleen Easter by deed dated February 18, 1976, recorded in the Roane County registers office at Kingston in Deed Book F, Series 13, Page 359.

and all of the estate, right, title and interest of the parties of the first part therein, with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein; and to have and to hold the said premises to the said party of the second part, their heirs and assigns, forever.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of:

James M. Easter III (L. S.)

J. M. Easter III

Martha Kay Easter (L. S.)

Martha Kay Easter

(L. S.)

(L. S.)

STATE OF Tennessee
Roane } ss.
County

Personally appeared before me, the undersigned authority, a Notary Public in and for
said County, the within named bargainors, J. M. Easter III and wife Martha Kay Easter

with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the
purposes therein contained.

Witness my hand and official seal at office this 22 day of November, A.D. 1976

My Commission Expires 1-12-13, 1987, Peggy B. Buel, Notary Public.

STATE OF _____
_____ } ss.
County

Personally appeared before me, _____, a Notary Public in and for
said County, the within named bargainors, _____

with whom I am personally acquainted, and who acknowledged that _____ he _____ executed the within instrument for the
purposes therein contained.

Witness my hand and official seal at office this _____ day of _____, A.D. 196

My Commission Expires _____, 19____, _____, Notary Public.

STATE OF _____
_____ } ss.
County

Personally appeared before me, _____, a Notary Public in and for
said County, the within named bargainors, _____

with whom I am personally acquainted, and who acknowledged that _____ he _____ executed the within instrument for the
purposes therein contained.

Witness my hand and official seal at office this _____ day of _____, A.D. 196

My Commission Expires _____, 19____, _____, Notary Public.

STATE OF _____
_____ } ss.
County

Before me, _____, a Notary Public of the state and county
aforesaid, personally appeared _____, with whom
I am personally acquainted, and who, upon oath, acknowledged _____ to be the _____

_____ of the _____
_____, 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 _____, A.D. 196

My Commission Expires _____, 19____, _____, Notary Public.

QUIT CLAIM DEED

J. M. EASTER III ET UX

—TO—

THE CITY OF HARRIMAN, TENNESSEE

REGISTER'S OFFICE.

State of Tennessee

County of _____

} SS.

Received for record the _____ day

of _____ A.D. 19 _____

at _____ o'clock _____ M.

Noted in Note Book _____ Page _____ and

recorded in Book of Deeds _____

Vol. _____ Page _____

Witness my hand.

Fee Paid _____

Register.

Clinton Courier-News
Clinton, Tennessee

STATE OF TENNESSEE, ROANE COUNTY, REGISTER'S OFFICE

The foregoing instrument and certificate were noted

in Note Book 2, Page 259 at 8:30 O'clock A.M. Nov 26, 1926

and recorded in Deed Book I, Series 13, Page 307

Witness my hand.

Register

Maggie T. Good
By Steve Althorn