

*D. [unclear]*

CITY OF HARRIMAN

~~XXXXXXX~~ Hickman Building

HARRIMAN, TENNESSEE

87748

September 1, 1967

*Senyer*

Mr. Stanley Kelly  
Manager of Harriman Utility Board  
Harriman, Tennessee

Dear Sir:

We are herewith returning to you, the Gerald Largen Deed, and I believe that you have now, sufficient ways of egress and ingress to the assure the Board that you will have no trouble in repairing the line or from using it for any kind of Utility purposes. I hope that we can get this matter adjusted, there are several reasons why I would like for it to be.

Yours respectfully,

*Elmer L. Eblen*

Elmer L. Eblen, City Attorney

ELE/mh

encs: Deed from Gerald Largen

he filled in his adjacent lands lying between the said road and the aforementioned TVA railroad, to a point where said fence ends; thence continuing along the Eastern and Northern margin of said Ash Cabin Road as it meanders crossing Caney Creek to a point where the creek arising on grantor's property at the head of Ash Cabin Hollow crosses under Ash Cabin Road near the large concrete box culvert constructed by the TVA to channel Caney Creek under the aforementioned railroad; thence Northwest crossing the lands of grantor to the Western abutment of said culvert; thence to the Eastern abutment of said culvert; thence a straight line back to Ash Cabin Road and to the center of said road

This Warranty Deed draughted by Gerald Largen, Court Square, Kingston, Tennessee.

W A R R A N T Y D E E D

THIS INDENTURE made and entered into on this 24<sup>th</sup> day of August, A.D., 1967, by and between GERALD LARGEN, grantor, party of the first part, and the CITY OF HARRIMAN, TENNESSEE, a municipal corporation situated in Roane County, Tennessee, grantee, party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Thousand Dollars (\$ 1,000.00), in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, has granted, bargained, sold, conveyed, and does hereby grant, bargain, sell, and convey unto the said party of the second part, a sewer line easement for the construction of a sealed sewer line through and over the following described premises, situated in the First Civil District of Roane County, Tennessee, and more particularly described as follows, to-wit:

BEGINNING at a point in the Southern margin of the right-of-way of U. S. Highway No. 27, which point is approximately 52 feet Westward from the Western right-of-way line of the TVA railroad leading from Emory Gap to the Kingston Steam Plant. The point of beginning aforesaid is marked by a metal fence post and is in the Eastern margin of the right-of-way of the Ash Cabin Road; thence in a Southward direction along the Eastern right-of-way of said Ash Cabin Road which line is marked by a woven wire fence erected by grantor marking the line of said existing road when he filled in his adjacent lands lying between the said road and the aforementioned TVA railroad, to a point where said fence ends; thence continuing along the Eastern and Northern margin of said Ash Cabin Road as it meanders crossing Caney Creek to a point where the creek arising on grantor's property at the head of Ash Cabin Hollow crosses under Ash Cabin Road near the large concrete box culvert constructed by the TVA to channel Caney Creek under the aforementioned railroad; thence Northward crossing the lands of grantor to the Western abutment of said culvert; thence to the Eastern abutment of said culvert; thence a straight line back to Ash Cabin Road and to the center of said road

in the line of Walker; thence Westward along said center line to the point where the center line intersects with the property line of grantor near the bridge crossing Caney Creek, a common corner with Walker; thence Southward to the Southern and Western margin of the right-of-way of Ash Cabin Road; thence along the margin of said road to a point which is located 545 feet, more or less, from the Southern right-of-way of U. S. Highway No. 27 near the corner of the Bryson Oil Company tract; thence South 5 degrees 32 minutes West to the Northeastern corner of said Bryson Oil Company tract; thence along the line of the Bryson Oil Company tract in a Northwesternly direction 545 feet to a point marked by a concrete right-of-way marker in the Southern right-of-way line of U. S. Highway No. 27; thence Eastward crossing Ash Cabin Road along said Southern right-of-way margin of U. S. Highway 27 to the point of BEGINNING.

The grantee may select the location for said sewer line anywhere within the bounds of the above described real estate, however, once the location of said line is so selected as evidenced by the installation of said line, it shall then be limited to that portion and area of the hereinabove described property actually used and occupied by said line and the easement herein granted shall not be construed to extend to the entire tract herein described, and any claim that grantee might have thereto beyond the area actually occupied by said sewer line shall be abandoned. This shall not in any way however, be deemed to affect the existing easement for road or street purposes as described in the foregoing description.

It is agreed and understood by both parties hereto that this sewer line easement is to be used for a sealed line, and there are to be no manholes or other openings in said line as constructed over this easement. It is the understanding of grantor that this being a sealed line, there is little likelihood of the necessity of any repairs to said line, however, if, due to some unforeseen circumstance it should become necessary to make repairs to said line, grantees shall have the right of ingress and egress to effectuate such repairs. This instrument, however, shall not

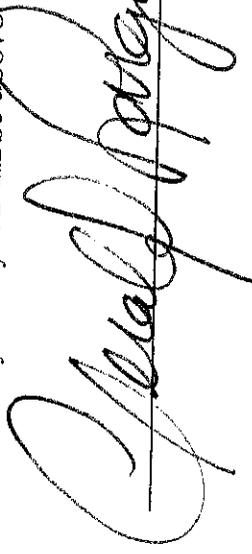
be construed to release the grantee from any damages that might be occasioned through the faulty or negligent construction or maintenance of said line occasioning the need for said repairs. Proper width is hereby granted for repairs and maintenance.

It is further the understanding and intent of both parties to this instrument that if at some future time grantor, in the development of his adjacent properties, should need to re-route said easement or change the elevation thereof, either upwards or downwards, the grantee will render its complete cooperation in the accomplishment of this on the giving of 30 days notice, together with the provision by grantor of another suitable location for said easement.

TO HAVE AND TO HOLD the easement privileges herein-  
above described to the said party of the second part, its heirs, exec-  
utors, and administrators forever.

And the said party of the first part, and for his heirs, exec-  
utors and administrators, does hereby covenant with the said party of  
the second part, its heirs and assigns, that he has full power, authority,  
and right to convey the easement rights herein set out, and that he will  
forever warrant and defend said easement rights and the title thereto  
against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has  
hereunto set his hand and seal the day and year first above written.

  
(L.S.)

STATE OF TENNESSEE )  
 ) ss.  
COUNTY OF ROANE )

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, duly commissioned and sworn, the within named bargainer, GERALD LARGEN, *Gen* 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 24th day of August, 1967.

*Matay L. Hunter*  
Notary Public

My commission expires: 4-15-70.