

# OFFICIAL RECEIPT

JAMES W. JONES

REGISTER OF MORGAN COUNTY, TENNESSEE

No 38234

1 at \$2.00  
1 at \$8.00

Wartburg, Tenn., 6-13, 1986

Received of Wolf Branch Utility Dist.

For \_\_\_\_\_

Recording Fees:

Warranty Deed ..... \$ 20.00

Trust Deed ..... \$ \_\_\_\_\_

Certified Copy and Marginal Release ..... \$ \_\_\_\_\_

U. C. C. .... \$ \_\_\_\_\_

Miscellaneous ..... \$ \_\_\_\_\_

State Tax:

Transfer—Item S(a) ..... \$ \_\_\_\_\_

Mortgage—Item S(b) ..... \$ \_\_\_\_\_

Register's Fee ..... \$ \_\_\_\_\_

Other Revenue: ..... \$ \_\_\_\_\_

Total ..... \$ 20.00

Transfer Item S(a)	Mortgage Item S(b)
<u>Exempt</u>	
\$ _____	\$ _____

From Clary P. Foote

To Wolf Branch Utility Dist.

Notebook Reference \_\_\_\_\_ Book LL Page 554

Cash  Check

WD 0-7pg.

James W. Jones  
REGISTER

178-179-180-181-182  
DEPUTY REGISTER



LAW OFFICES  
**WILLIAM A. NEWCOMB**  
307 DEVONIA STREET  
P. O. Box 823  
HARRIMAN, TENNESSEE 37748

TELEPHONE  
AREA CODE 615  
882-1145

WILLIAM A. NEWCOMB  
W. ROBERT SCANDLYN

December 5, 1986

Diane Dombroski  
Post Office Box 225  
Knoxville, Tennessee 37901-0225

Re: Wolfe Branch Utility District

Dear Diane:

Find enclosed herewith the following items concerning  
the easements and tank site for Wolfe Branch Utility District:

Dennis Warren Everett

Statement of Settlement Costs;  
Owner's Title Insurance Policy number 208976;  
Receipt number 38233 from Morgan County Register  
of Deeds; and  
Permanent Easement of record in Right of Way Book #4,  
Page 24, Register's Office for Morgan County, Tennessee.

Robert L. Couch and wife, Bernice T. Couch

Statement of Settlement Cost;  
Owner's Title Insurance Policy number 0-208977;  
Receipt for 1985 taxes;  
Receipt number 38236 from the Register of Deeds; and  
Warranty Deed of record in Deed Book 0, Series 7,  
Page 13, in the Register's Office of Morgan  
County, Tennessee.

Clary P. Foote

Statement of Settlement Costs;  
Owner's Title Insurance Policy number 0-208978;  
Receipt number 38235 from Morgan County Register of  
Deeds; and  
Easement of record in Right of Way Book #4, Page  
28, in the Register's Office of Morgan County,  
Tennessee.



Diane Dombroski  
Re: Wolfe Branch Utility District  
December 5, 1986  
Page 2

Clary P. Foote, 0.23 acre

Statement of Settlement Costs;  
Owner's Title Insurance Policy number 208980;  
Receipt number 38234 from Morgan County Register  
of Deeds; and  
Warranty Deed of record in Deed Book 0, Series 7,  
Page 178, in the Register's Office of Morgan  
County, Tennessee.

Statement for Services Rendered.

This concludes this matter, and I am closing my file on the same, and will be taking for further action on behalf of Wolfe Branch Utility District herein. I wish to express my appreciation for the manner in which this matter has been handled.

Sincerely yours,



Patricia D. Murphy

PDM/pr  
Enclosures

## CONDITIONS AND STIPULATIONS

### 1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

### 2. Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

### 3. Defense and Prosecution of Actions — Notice of Claim to be given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

### 4. Notice of Loss — Limitation of Action

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

### 5. Options to Pay or Otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering

payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

### 6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant; or

(ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

### 7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

### 8. Reduction of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

### 9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

### 10. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

### 11. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

### 12. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### 13. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its Home Office at P.O. Box 1549, Knoxville, Tennessee 37901.

**Owner's  
Title Insurance  
Policy**

SOUTHERN TITLE INSURANCE COMPANY  
P.O. BOX 1549, KNOXVILLE, TENNESSEE 37901

# SOUTHERN TITLE INSURANCE COMPANY

## OWNER'S FORM B

### SCHEDULE A

Patricia D. Murphy

AGENT'S NAME

Policy Number O- No 208978

June 13, 1986 at 4:05 P. M. Amount of Policy \$ 500.00  
DATE OF POLICY

1. Name of Insured:

WOLFE BRANCH UTILITY DISTRICT

2. The estate or interest in the land described herein and which is covered by this policy is:

Permanent Easement

3. The estate or interest referred to herein is at Date of Policy vested in:

Wolfe Branch Utility District

4. The land referred to in this policy is situated in the County of Morgan State of Tennessee and is described in the following instrument:

Easement from Clary P. Foote to Wolfe Branch Utility District dated June 11, 1986, recorded June 13, 1986 at 4:05 p.m. in Right of Way Book #4, page 28 in the Office of the Register of Deeds of Morgan County, Tennessee.

### SCHEDULE B - PART I

This policy does not insure against loss or damage by reason of the following:

1. The lien of the General Taxes for the year 19 86 and thereafter.
2. The lien of any Special Taxes or assessments entered after the date hereof.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and/or any facts that a correct survey and/or a physical inspection of the premises would disclose.
7. Subject to Trust Deed from Walden Crown Estates, Inc. to M. K. Williams, Trustee, dated August 2, 1976, recorded August 3, 1976 in Trust Book O-3, Page 486 in the Office of the Register of Deeds of Morgan County, Tennessee; SECURING \$40,000.00 to Bank of Roane County.
8. Subject to Trust Deed from Clary P. Foote and wife, Joann Foote, to M. K. Williams, Trustee, dated November 10, 1981, recorded November 12, 1981 in Trust Book A-4, Page 407 in the Office of the Register of Deeds for Morgan County, Tennessee; SECURING \$70,000.00 to Bank of Roane County.
9. Subject to Agreement and Contract to Lease Property for Agricultural Purposes dated January 18, 1984 from Clary P. Foote, Lessor, to J. M. Mathis, Lessee, recorded May 17, 1984 in Miscellaneous Book 33, Page 407 in the Office of the Register of Morgan County, Tennessee; said Agreement to remain in full force and effect until December 30, 1989; said Agreement has a defective acknowledgment.
10. Subject to a coal mining lease from Herbert J. Young and Earl Manis to GRC Exploration Company recorded in Miscellaneous Book 24, Page 598, in the Office of the Register of Deeds of Morgan County, Tennessee; said lease was assigned to Clary P. Foote and wife, Joann Foote, on the 9th day of November, 1981 and recorded in Miscellaneous Book 30, Page 798 in said Register's Office.
11. Subject to Trust Deed from Clary P. Foote, Unmarried, to Harold Harrison, Trustee, dated May 27, 1986, recorded May 29, 1986 in Trust Book Q-4, Page 367 in the Office of the Register of Morgan County, Tennessee; SECURING \$80,000.00 to First Tennessee Bank National Association.
12. Subject to suit filed in the Chancery Court for Morgan County, Tennessee styled Clary P. Foote et ux v. Bank of Roane County et al, number 84-253. This is a suit arising out of Deed of Trust recorded in Trust Book A-4, Page 407, in the Register's Office for Morgan County, Tennessee.

Valid only if attached to ALTA Policy - 1970  
OF SOUTHERN TITLE INSURANCE COMPANY OF KNOXVILLE, TENNESSEE

WHITE - OWNER COPY  
CANARY - COMPANY COPY  
PINK - AGENT COPY

OWNER'S FORM B

Patrick D. Murphy  
AGENT'S NAME

SCHEDULE A

No 208978

Policy Number O-

Amount of Policy \$ 300.00

at 4:05 P. M.

June 13, 1986

DATE OF POLICY

1. Name of Insured:

WOLFE BRANCH UTILITY DISTRICT

2. The estate or interest in the land described herein and which is covered by this policy is:

Permanent Easement

3. The estate or interest referred to herein is at Date of Policy vested in:

Wolfe Branch Utility District

4. The land referred to in this policy is situated in the County of Morgan, State of Tennessee and is described in the following instrument:

Basement from Clary P. Foote to Wolfe Branch Utility District dated June 11, 1986, recorded June 13, 1986 at 4:05 P.M. in Right of Way Book 44, page 28 in the Office of the Register of Deeds of Morgan County, Tennessee.

SCHEDULE B - PART I

This policy does not insure against loss or damage by reason of the following:

1. The lien of the General Taxes for the year 1985 and thereafter.

2. The lien of any Special Taxes or assessments entered after the date hereof.

3. Rights or claims of parties in possession not shown by the public records.

4. Easements or claims of easements, not shown by the public records.

5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and/or any facts that a contract survey and/or a physical inspection of the premises would disclose.

7. Subject to Trust Deed from Warden Crown Estates, Inc. to M. K. Williams, Trustee, dated August 2, 1976, recorded August 3, 1976 in Trust Book 0-3, Page 486 in the Office of the Register of Deeds of Morgan County, Tennessee; SECURING \$40,000.00 to Bank of Roane County.

8. Subject to Trust Deed from Clary P. Foote and wife, Joann Foote, to M. K. Williams, Trustee, dated November 10, 1981, recorded November 12, 1981 in Trust Book A-4, Page 407 in the Office of the Register of Deeds for Morgan County, Tennessee; SECURING \$20,000.00 to Bank of Roane County.

9. Subject to Agreement and Contract to Lease Property for Agricultural Purpose dated January 18, 1984 from Clary P. Foote, Lessor, to L. M. Mathis, Lessee, recorded May 17, 1984 in Miscellaneous Book 33, Page 407 in the Office of the Register of Morgan County, Tennessee; said Agreement to remain in full force and effect until December 30, 1989; said Agreement has a defective acknowledgment.

10. Subject to a coal mining lease from Herbert J. Young and Earl Mathis to GAC Exploration Company recorded in Miscellaneous Book 24, Page 298, in the Office of the Register of Deeds of Morgan County, Tennessee; said lease was assigned to Clary P. Foote and wife, Joann Foote, on the 9th day of November, 1981 and recorded in Miscellaneous Book 30, Page 798 in said Register's Office.

11. Subject to Trust Deed from Clary P. Foote, Unmarried, to Harold Harrison, Trustee, dated May 27, 1985, recorded May 29, 1985 in Trust Book 0-4, Page 367 in the Office of the Register of Morgan County, Tennessee; SECURING \$80,000.00 to First Tennessee Bank National Association.

12. Subject to suit filed in the Chancery Court for Morgan County, Tennessee styled Clary P. Foote et ux v. Bank of Roane County et al, number 84-253. This is a suit existing out of deed of Trust recorded in Trust Book A-4, Page 407, in the Register's Office for Morgan County, Tennessee.

STATEMENT OF SETTLEMENT COSTS

Identification of Property Clary P. Foote, R.O.W. Book 4, Page 28,  
Register's Office, Morgan County, Tennessee  
Purchase Price \$500.00

Expenses Incidental to Transfer of Title	Paid by WOLFE BRANCH	Paid by Owner	Total
1. Recording Fees	24.00		24.00
2. Transfer Taxes	-		
3. State Tax Stamps	-		
4. City/County Tax Stamps	-		
5. Recording Fees	-		
6. Survey and Legal Description	-		
7. Penalty Costs Associated with Prepayment of Pre-existing Recorded Mortgages	-		
8. Pro rata Portion of Pre-paid Taxes:	-		
a. Real Property Taxes County	-		
b. Real Property Taxes City	-		
9. Delinquent Taxes	-		
10. Title Insurance	35.00		35.00
TOTAL	\$ 59.00	\$	\$ 59.00

This statement of settlement costs is certified as true and correct.

Signed: \_\_\_\_\_ Date June 11, 1986  
Closing Attorney

# OFFICIAL RECEIPT

JAMES W. JONES

REGISTER OF MORGAN COUNTY, TENNESSEE

No. 38235

*1 at 8.00  
1 at 16.00*

Wartburg, Tenn., 6-13 1986

Received of Wolf Branch Utility Dist.

For \_\_\_\_\_

Recording Fees:

Warranty Deed ..... \$ \_\_\_\_\_

Trust Deed ..... \$ \_\_\_\_\_

Certified Copy and Marginal Release ..... \$ \_\_\_\_\_

U. C. C. 2 P.O.W. ..... \$ 24.00

Miscellaneous ..... \$ \_\_\_\_\_

State Tax:

Transfer—Item S(a) ..... \$ \_\_\_\_\_

Mortgage—Item S(b) ..... \$ \_\_\_\_\_

Register's Fee ..... \$ \_\_\_\_\_

Other Revenue: ..... \$ \_\_\_\_\_

Transfer Item S(a)	Mortgage Item S(b)
Greater of Consideration or Value \$	\$

From Clary P. Foote

To Wolf Branch Utility Dist.

Total ..... \$ 24.00

Notebook Reference \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_

Cash  Check

R.O.W. #4 Pp.

James W. Jones  
REGISTER  
28-29-30-31-32-33  
DEPUTY REGISTER

Cash  Check

Notepbook Reference

Rec'd Paid

To

From

Or Value

Consideration

Greater of

Item 2(a) Transfer	Item 2(b) Note Paid
-----------------------	------------------------

For

Received of

Washington Tenn

REGISTER OF MORGAN COUNTY, TENNESSEE

JAMES W. JONES

OFFICIAL RECEIPT

H. O. W. #110

24 225.00  
24 225.00  
Total 225.00

Direct Revenues

Progrm. Fees

Mortgage—Item 2(b)

Transfer—Item 2(a)

State Tax

Miscellaneous

U. S. C. S.

Municipal & School

Corporated Corp. and

Other

Recordship Fees

28582

When duplicate is paid by check, this receipt is not valid until check is paid by bank.

EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable considerations, I, CLARY P. FOOTE, do hereby transfer and convey unto the WOLFE BRANCH UTILITY DISTRICT, a permanent easement through, over, and under the hereinafter described portion of my property located in the Third Civil District of Morgan Count, Tennessee, to wit:

SITUATED IN the Crab Orchard Area of Oakdale, Tennessee, and being part of the Clary P. Foote property as shown by deed of record in Book C, Series 7, Page 707, in the Third Civil District of Morgan County, Tennessee. Said easement being more particularly described as follows, to-wit:

Proposed 25-Foot Access Road

Permanent Easement

Being an easement for the construction and maintenance of the above mentioned access right-of-way, said easement being 25 feet in width and 12.5 feet on either side of the following described centerline; beginning at a point in the western right-of-way line of Powers Loop Road, said point being 12.5 feet southwardly along said right-of-way line from an iron pin marking the southeast corner of the Ken Wilson property, said point being the intersection of said line and the centerline of the proposed 25-foot Access Road right-of-way, said point being the point of beginning, thence South 63°57' West a distance of 235 feet more or less to a point, thence in a northward direction and on a bearing of North 22°02' West a distance of 222 feet more or less to a point, thence in a westward direction a distance of 200 feet more or less to a point in the eastern line of the proposed Crab Orchard Water Storage Tank Site, said point being 50 feet northwardly along said line from an iron pin marking the southeast corner of the said proposed Crab Orchard Water Storage Tank Site, AS SHOWN on Hensley-Schmidt, Inc.'s Drawing Nos. 7972-AR-001 and 7972-AR-002, dated December 20, 1985, copies of which are attached hereto and made a part hereof.

Received for record this 13th day of June 1984 at 4:05 P.M.

JAMES W. JONES, Register  
MORGAN COUNTY

This Instrument Prepared By  
HENSLEY-SCHMIDT, INC.  
Engineers and Surveyors  
216 W. 8th Street  
Chattanooga, Tennessee 37402

This is not a conveyance of the fee in said property, but only the rights, privileges and easements herein set forth. This conveyance covers the access road right-of-way, as actually installed even though it may be at a reasonable variance with the above mentioned Drawing attached hereto.

Said Utility agrees to restore the surface of the land, shrubbery, fences, and walks, if any, to as near the same condition as feasible as they were before the construction.

Said easement is conveyed for sewer purposes and for the purpose of permitting the Utility to construct and maintain a sanitary sewer and appurtenances and the hereinbefore recited consideration includes any other incidental damages of any kind or nature that may now or hereafter result to the remainder of said property as a result of the Utility constructing and maintaining a sanitary sewer and appurtenances on said easement.

TO HAVE AND TO HOLD THE above described easement for right-of-way purposes giving the right of ingress, egress, and regress to and from the said Tank Site unto the Utility, its successors, and assigns.

IN WITNESS WHEREOF, I have hereunto set my hand this 11<sup>th</sup> day of June, 1986.

[Signature]  
CLARY P. FOOTE

STATE OF Tennessee  
COUNTY OF Reane

On this the 11 day of June, 1986, before me personally appeared Clary P. Foote, M.D. with whom I am personally acquainted and who acknowledged that they executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal at Warren, Tennessee on the date above written.

Nancy Massengill  
Notary Public

My Commission Expires: 8-22-89



STATE OF TENNESSEE, MORGAN COUNTY  
The foregoing instrument and certificate were noted in Note Book L Page 534 At 4:05 O'clock P 6-13-86 and recorded in R.O.W. Book #     Series 4 Page 28  
State Tax Paid \$     Fee     Recording Fee 8.00 Total \$ 8.00  
Witness My Hand  
Receipt No. 38235

James W. Jones  
JAMES W. JONES  
Register



EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable considerations, I, CLARY P. FOOTE, do hereby transfer and convey unto the WOLFE BRANCH UTILITY DISTRICT, a permanent easement through, over, and under the hereinafter described portion of my property located in the Third Civil District of Morgan Count, Tennessee, to wit:

SITUATED IN the Crab Orchard Area of Oakdale, Tennessee, and being part of the Clary P. Foote property as shown by deed of record in Book C, Series 7, Page 707, in the Third Civil District of Morgan County, Tennessee. Said easement being more particularly described as follows, to-wit:

Proposed 25-Foot Access RoadPermanent Easement

Being an easement for the construction and maintenance of the above mentioned access right-of-way, said easement being 25 feet in width and 12.5 feet on either side of the following described centerline; beginning at a point in the western right-of-way line of Powers Loop Road, said point being 12.5 feet southwardly along said right-of-way line from an iron pin marking the southeast corner of the Ken Wilson property, said point being the intersection of said line and the centerline of the proposed 25-foot Access Road right-of-way, said point being the point of beginning, thence South 63°57' West a distance of 235 feet more or less to a point, thence in a northward direction and on a bearing of North 22°02' West a distance of 222 feet more or less to a point, thence in a westward direction a distance of 200 feet more or less to a point in the eastern line of the proposed Crab Orchard Water Storage Tank Site, said point being 50 feet northwardly along said line from an iron pin marking the southeast corner of the said proposed Crab Orchard Water Storage Tank Site, AS SHOWN on Hensley-Schmidt, Inc.'s Drawing Nos. 7972-AR-001 and 7972-AR-002, dated December 20, 1985, copies of which are attached hereto and made a part hereof.

JAMES W. JONES, Register  
MORGAN COUNTY

Received for record this 13<sup>th</sup> day of June 1986 at 4:07 P. m.

This Instrument Prepared By  
HENSLEY-SCHMIDT, INC.  
Engineers and Surveyors  
216 W. 8th Street  
Chattanooga, Tennessee 37402



This is not a conveyance of the fee in said property, but only the rights, privileges and easements herein set forth. This conveyance covers the access road right-of-way, as actually installed even though it may be at a reasonable variance with the above mentioned Drawing attached hereto.

Said Utility agrees to restore the surface of the land, shrubbery, fences, and walks, if any, to as near the same condition as feasible as they were before the construction.

Said easement is conveyed for sewer purposes and for the purpose of permitting the Utility to construct and maintain a sanitary sewer and appurtenances and the hereinbefore recited consideration includes any other incidental damages of any kind or nature that may now or hereafter result to the remainder of said property as a result of the Utility constructing and maintaining a sanitary sewer and appurtenances on said easement.

TO HAVE AND TO HOLD THE above described easement for right-of-way purposes giving the right of ingress, egress, and regress to and from the said Tank Site unto the Utility, its successors, and assigns.

IN WITNESS WHEREOF, I have hereunto set my hand this 11<sup>th</sup> day of June, 1986

CP Foote  
CLARY P. FOOTE

STATE OF Tennessee

COUNTY OF Roane

On this the 11<sup>th</sup> day of June, 1986, before me personally appeared Clary P. Foote, MD with whom I am personally acquainted and who acknowledged that they executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

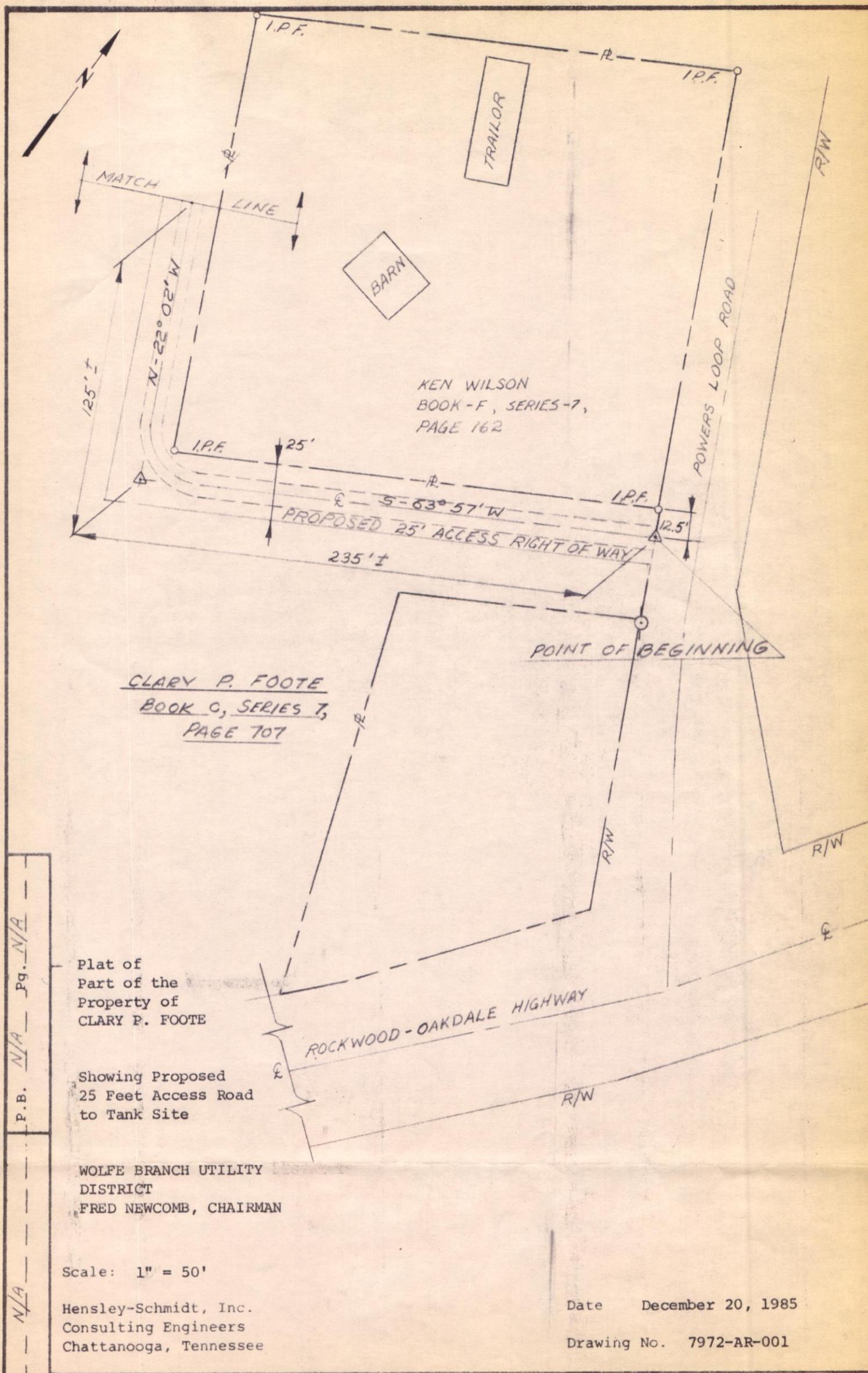
WITNESS my hand and Notarial Seal at Harriman TN on the date above written.

Nancy Massengill  
Notary Public

My Commission Expires: 8-22-89







TOPO --- N/A ---  
 P.B. --- N/A --- Pg. --- N/A ---

Plat of  
 Part of the  
 Property of  
 CLARY P. FOOTE

Showing Proposed  
 25 Feet Access Road  
 to Tank Site

WOLFE BRANCH UTILITY  
 DISTRICT  
 FRED NEWCOMB, CHAIRMAN

Scale: 1" = 50'

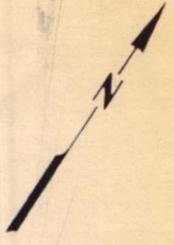
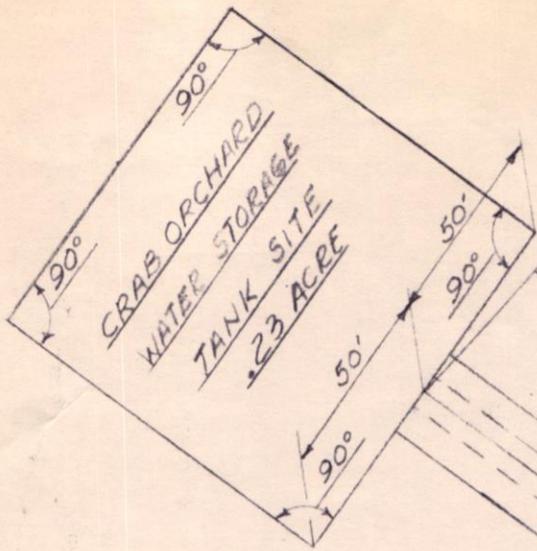
Hensley-Schmidt, Inc.  
 Consulting Engineers  
 Chattanooga, Tennessee

Date December 20, 1985

Drawing No. 7972-AR-001

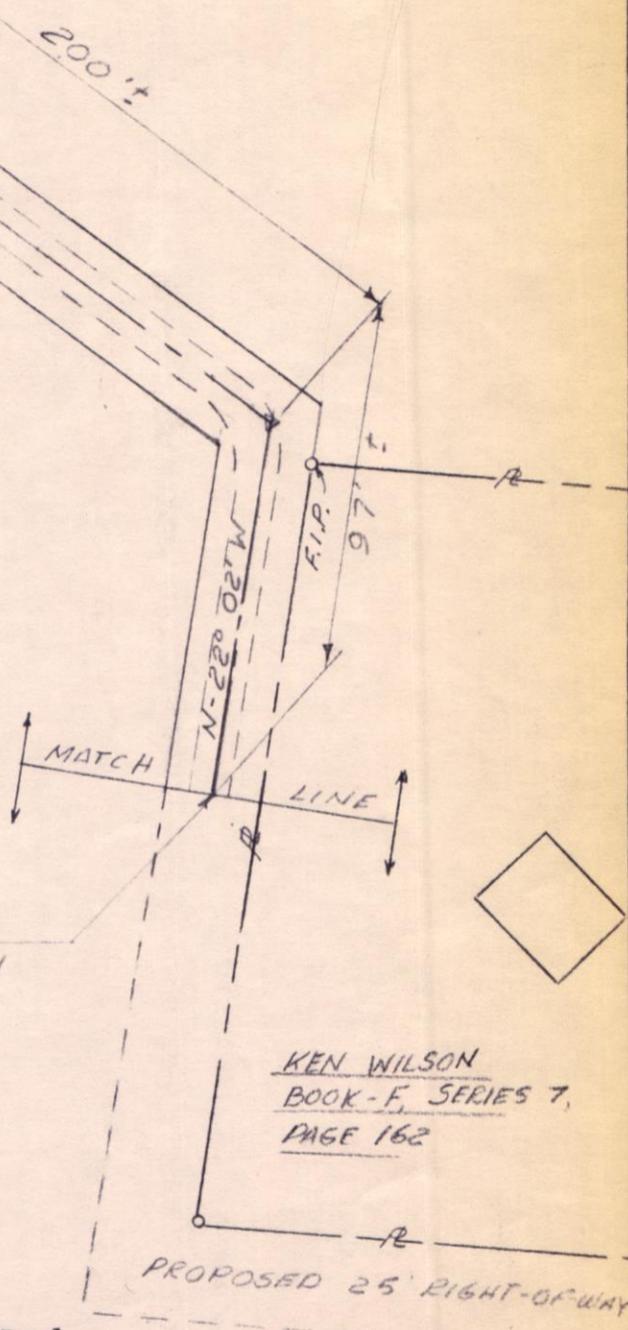
Line Data From:





CLARY, P. FOOTE  
BOOK C, SERIES 7,  
PAGE 707

FOR CONTINUATION, SEE  
DWG. NO. 7972-AR-001



Plat of  
Part of the  
Property of  
CLARY P. FOOTE

Showing the Proposed Crab Orchard Water  
Storage Tank, and the proposed 25 foot Access Road

WOLFE BRANCH UTILITY  
DISTRICT  
FRED NEWCOMB, CHAIRMAN

Scale: 1" = 50'

Hensley-Schmidt, Inc.  
Consulting Engineers  
Chattanooga, Tennessee

STATE OF TENNESSEE, MORGAN COUNTY  
The foregoing instrument and certificate were noted in  
Note Book Page 554 At 4:07 P.M. on December 13, 1984  
and recorded in Book # Series # Page 28  
State Tax Paid \$ 16.00  
Witness My Hand, Recording Fee \$ 16.00  
Receipt No. 38235

*James W. Jones*  
JAMES W. JONES  
Register

Date December 20, 1985

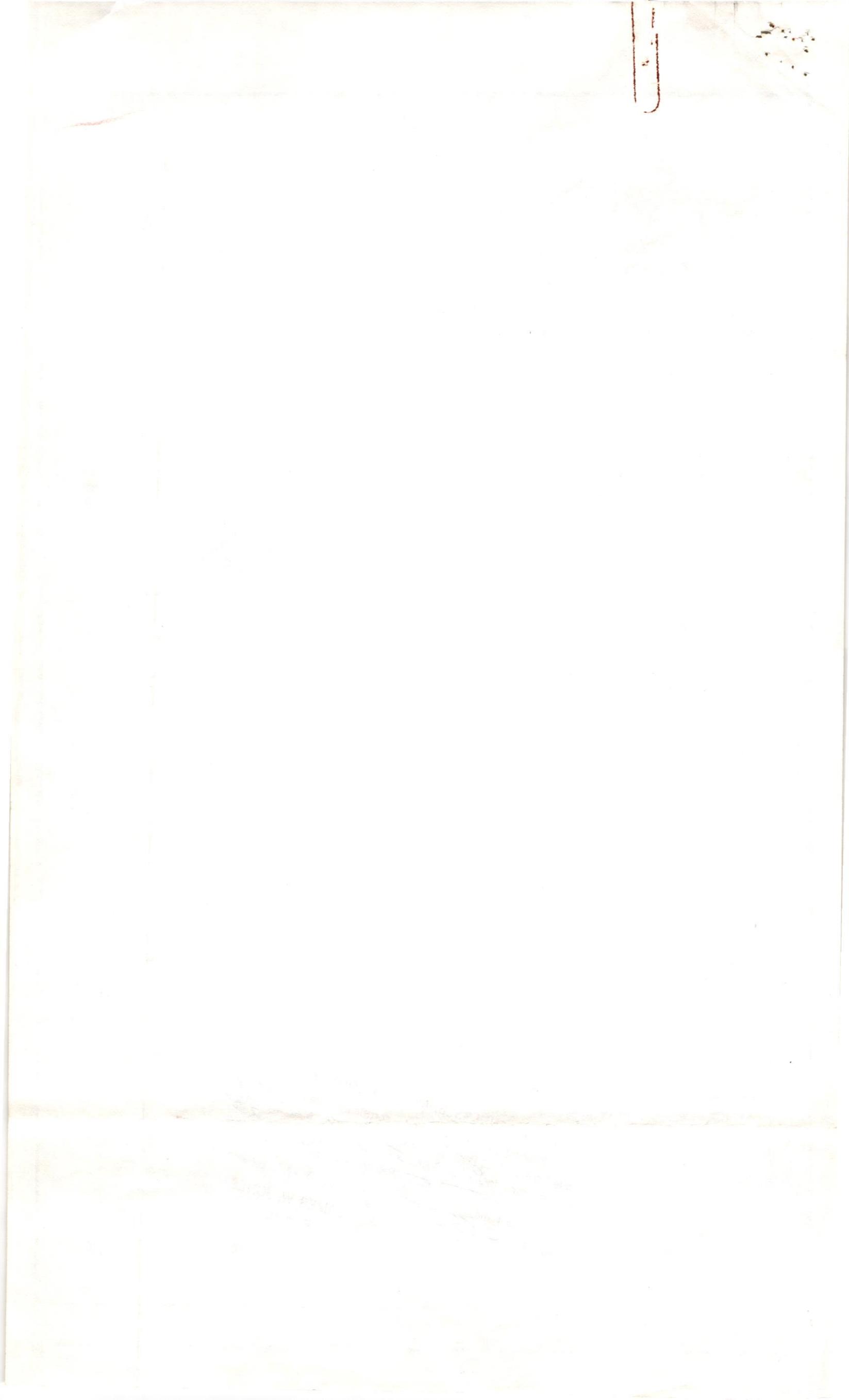
Drawing No. 7972-AR-002

Line Data From:

Pg.

P.B.

TOPO



STATEMENT OF SETTLEMENT COSTS

Identification of Property Clary P. Foote, 0.23 acre,  
 Reference: 0-7-178, Register's Office, Morgan County, Tennessee  
 Purchase Price \$1,500.00

Expenses Incidental to Transfer of Title	Paid by WOLFE BRANCH	Paid by Owner	Total
1. Recording Fees	20.00		20.00
2. Transfer Taxes	-		
3. State Tax Stamps	-		
4. City/County Tax Stamps	-		
5. Recording Fees	-		
6. Survey and Legal Description	-		
7. Penalty Costs Associated with Prepayment of Pre-existing Recorded Mortgages	-		
8. Pro rata Portion of Pre-paid Taxes:	-		
a. Real Property Taxes County	-		
b. Real Property Taxes City	-		
9. Delinquent Taxes	-		
10. Title Insurance	35.00		35.00
TOTAL	\$ 55.00	\$	\$ 55.00

This statement of settlement costs is certified as true and correct.

Signed: \_\_\_\_\_ Date June 11, 1986  
 Closing Attorney

## CONDITIONS AND STIPULATIONS

### 1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

### 2. Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

### 3. Defense and Prosecution of Actions — Notice of Claim to be given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

### 4. Notice of Loss — Limitation of Action

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

### 5. Options to Pay or Otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering

payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

### 6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

### 7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

### 8. Reduction of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

### 9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

### 10. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

### 11. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

### 12. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### 13. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its Home Office at P.O. Box 1549, Knoxville, Tennessee 37901.

**Owner's  
Title Insurance  
Policy**

SOUTHERN TITLE INSURANCE COMPANY  
P.O. BOX 1549, KNOXVILLE, TENNESSEE 37901

# SOUTHERN TITLE INSURANCE COMPANY

## OWNER'S FORM B

### SCHEDULE A

Patricia D. Murphy  
AGENT'S NAME

Policy Number O- No 208980

June 13, 1986 at 3:50 P.M. Amount of Policy \$ 1,500.00  
DATE OF POLICY

1. Name of Insured: WOLFE BRANCH UTILITY DISTRICT
2. The estate or interest in the land described herein and which is covered by this policy is:  
Fee simple
3. The estate or interest referred to herein is at Date of Policy vested in:  
Wolfe Branch Utility District
4. The land referred to in this policy is situated in the County of Morgan State of Tennessee and is described in the following instrument:  
Warranty Deed from Clary P. Foote to Wolfe Branch Utility District dated June 11, 1986 and recorded June 13, 1986 at 3:50 p.m. in Warranty Deed Book O, Series 7, Page 178 in the Office of the Register of Deeds of Morgan County, Tennessee.

### SCHEDULE B - PART I

This policy does not insure against loss or damage by reason of the following:

1. The lien of the General Taxes for the year 19 86 and thereafter.
2. The lien of any Special Taxes or assessments entered after the date hereof.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and/or any facts that a correct survey and/or a physical inspection of the premises would disclose.
7. Subject to Trust Deed from Walden Crown Estates, Inc. to M. K. Williams, Trustee, dated August 2, 1976, recorded August 3, 1976 in Trust Book O-3, Page 486, in the Office of the Register of Deeds of Morgan County, Tennessee; SECURING \$40,000.00 to Bank of Roane County.
8. Subject to Trust Deed from Clary P. Foote and wife, Joann Foote, to M. K. Williams, Trustee, dated November 10, 1981, recorded November 12, 1981 in Trust Book A-4, Page 407 in the Office of the Register of Deeds for Morgan County, Tennessee; SECURING \$70,000.00 to Bank of Roane County.
9. Subject to Agreement and Contract to Lease Property for Agricultural Purposes dated January 18, 1984 from Clary P. Foote, Lessor, to M. M. Mathis, Lessee, recorded May 17, 1984 in Miscellaneous Book 33, Page 407 in the Office of the Register of Morgan County, Tennessee; said Agreement to remain in full force and effect until December 30, 1989; said Agreement has a defective acknowledgment.
10. Subject to a coal mining lease from Herbert J. Young and Earl Manis to GRC Exploration Company recorded in Miscellaneous Book 24, Page 598, in the Office of the Register of Deeds of Morgan County, Tennessee; said lease was assigned to Clary P. Foote and wife, Joann Foote, on the 9th day of November, 1981 and recorded in Miscellaneous Book 30, Page 798 in said Register's Office.
11. Subject to Trust Deed from Clary P. Foote, Unmarried, to Harold Harrison, Trustee, dated May 27, 1986, recorded May 29, 1986 in Trust Book Q-4, Page 367 in the Office of the Register of Morgan County, Tennessee; SECURING \$80,000.00 to First Tennessee Bank National Association.
12. Subject to suit filed in the Chancery Court for Morgan County, Tennessee styled Clary P. Foote et ux v. Bank of Roane County et al, number 84-253. This is a suit arising out of Deed of Trust recorded in Trust Book A-4, Page 407, in the Register's Office for Morgan County, Tennessee.

Valid only if attached to ALTA Policy - 1970  
OF SOUTHERN TITLE INSURANCE COMPANY OF KNOXVILLE, TENNESSEE

WHITE - OWNER COPY  
CANARY - COMPANY COPY  
PINK - AGENT COPY

OWNER'S FORM B

Patrick D. Murphy  
AGENT'S NAME

SCHEDULE A

Policy Number 0-  
No 208980

DATE OF POLICY June 13, 1986 at 3:50 P.M. Amount of Policy \$ 1,500.00

1. Name of insured: WOLFE BRANCH UTILITY DISTRICT

2. The estate or interest in the land described herein and which is covered by this policy is:

Fee simple

3. The estate or interest referred to herein is as of Date of Policy vested in:

Wolfe Branch Utility District

4. The land referred to in this policy is situated in the County of Morgan State of Tennessee and is described in the following instrument:

Warranty deed from Gary P. Foote to Wolfe Branch Utility District dated June 11, 1986 and recorded June 13, 1986 at 3:50 p.m. in Warranty Deed Book 0, Series 7, Page 178 in the Office of the Register of Deeds of Morgan County, Tennessee.

SCHEDULE B - PART I

This policy does not insure against loss or damage by reason of the following:

1. The lien of the General Taxes for the year 1985 and thereafter.
2. The lien of any Special Taxes or assessments entered after the date hereof.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements or claims of easements, not shown by the public records.
5. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Discrepancies, conflicts in boundary lines, encroachments, and/or any facts that a correct survey and/or a physical inspection of the premises would disclose.
7. Subject to Trust Deed from Walden Grow Pastures, Inc. to M. K. Williams, Trustee, dated August 2, 1976, recorded August 3, 1976 in First Book 0-3, Page 480, in the Office of the Register of Deeds of Morgan County, Tennessee; SECURING \$40,000.00 to Bank of Roane County.
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10. Subject to a coal mining lease from Herbert J. Young and Earl Manis to GRC Exploration Company recorded in Miscellaneous Book 2A, Page 298, in the Office of the Register of Deeds of Morgan County, Tennessee; said lease was assigned to Gary P. Foote and wife, Joan Foote, on the 27th day of November, 1981 and recorded in Miscellaneous Book 30, Page 798 in said Register's Office.
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12. Subject to suit filed in the Chancery Court for Morgan County, Tennessee styled Gary P. Foote et al. v. Bank of Roane County et al, number 84-253. This is a suit arising out of deed of Trust recorded in First Book A-4, Page 407, in the Register's Office for Morgan County, Tennessee.

WARRANTY DEED

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, CLARY P. FOOTE, do hereby sell transfer, and convey unto the WOLFE BRANCH UTILITY DISTRICT, the following property located in the Third Civil District of Morgan County, Tennessee, to wit:

Being a proposed tract of land containing 0.23 acre out of a 57-acre tract conveyed to Clary P. Foote and wife Joann Foote by deed of record in Book C, Series 7, Page 707, in the Register's Office of Morgan County, Tennessee, the above proposed tract of land being more particularly described as follows:

PROPOSED CRAB ORCHARD WATER STORAGE TANK SITE

Beginning at a point in the eastern line of the proposed Crab Orchard Water Storage Tank Site, hereinafter referred to as said Tank Site, said point being the intersection of the said eastern line and the center line of the proposed Access Road, thence from said point and in a northward direction a distance of 50 feet to a point marked by an iron pin, said point being the northeast corner of the said tank site, thence in a westward direction with an interior angle of 90° a distance of 100 feet to a point, said point being marked by an iron pin, and being the northwest corner of the said Tank Site, thence in a southward direction with an interior angle of 90° a distance of 100 feet to a point, said point being marked by an iron pin and being the southwest corner of the said Tank Site, thence in an eastward direction with an interior angle or 90° a distance of 100 feet to a point, said point being marked by an iron pin and being the southeast corner of the said Tank Site, thence in a northward direction with an interior angle of 90° a distance of 50 feet to the point of beginning, containing 0.23 of an acre, AS SHOWN on Hensley-Schmidt, Inc.'s Drawing No. 7972-AR-002, dated December 20, 1985, a copy of which is attached hereto and made a part hereof.

Received for record this 13th day of June 1985 at 3:55 P.M.  
JAMES W. JONES, Register  
MORGAN COUNTY

This Instrument Prepared By  
HENSLEY-SCHMIDT, INC.  
Engineers and Surveyors  
216 West 8th Street  
Chattanooga, Tennessee 37402



TO HAVE AND TO HOLD the above described real estate unto the above named Wolfe Branch Utility District its successors and assigns forever in fee simple.

I covenant that I am lawfully seized and possessed of said real estate and have full power and lawful authority to sell and convey the same; that the title thereto is clear, free, and unencumbered and I will forever warrant and defend the same against all lawful claims.

IN WITNESS WHEREOF, I have hereunto set my hand this 11<sup>th</sup> day of June, 1986.



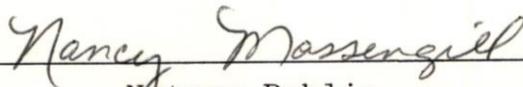
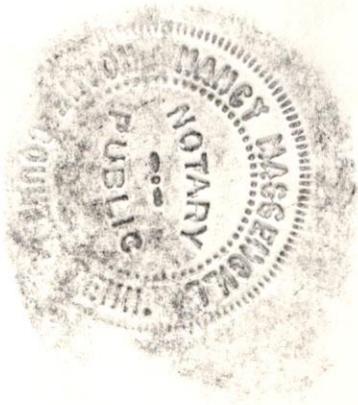
CLARY P. FOOTE

STATE OF TENNESSEE

COUNTY OF ~~MORGAN~~ ROANE

On this 11<sup>th</sup> day of June, 1986, before me personally appeared Clary P. Foote, MD to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the executed the same as their free act and deed.

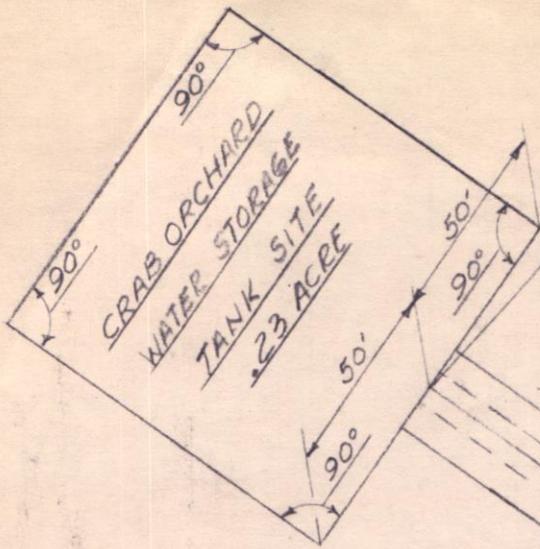
IN WITNESS WHEREOF I have hereunto set my hand and notarial seal.



Notary Public

My commission expires 8-22-89





CLARY, P. FOOTE  
BOOK C, SERIES 7,  
PAGE 707

FOR CONTINUATION, SEE  
DWG. NO. 7972-AR-001

KEN WILSON  
BOOK-F, SERIES 7,  
PAGE 162

Plat of  
Part of the  
Property of  
CLARY P. FOOTE

Showing the Proposed Crab Orchard Water  
Storage Tank, and the proposed 25 foot Access Road

WOLFE BRANCH UTILITY  
DISTRICT  
FRED NEWCOMB, CHAIRMAN

STATE OF TENNESSEE, MORGAN COUNTY

The foregoing Instrument and Certificate were noted in  
Note Book LWO 554335 at 10:30 o'clock P. M. Page 180  
and recorded in Book 20 Series 7 Page 180  
State Tax Paid \$ 20.00 Recording Fee 20.00 Total \$ 40.00  
Witness My Hand. 38234  
Receipt No. 38234

*James W. Jones*  
JAMES W. JONES  
Register

Scale: 1" = 50'

Hensley-Schmidt, Inc.  
Consulting Engineers  
Chattanooga, Tennessee

Date December 20, 1985

Drawing No. 7972-AR-002

Line Data From: \_\_\_\_\_

Pg. \_\_\_\_\_

P.B. \_\_\_\_\_

TOPO \_\_\_\_\_



WARRANTY DEED

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, CLARY P. FOOTE, do hereby sell transfer, and convey unto the WOLFE BRANCH UTILITY DISTRICT, the following property located in the Third Civil District of Morgan County, Tennessee, to wit:

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PROPOSED CRAB ORCHARD WATER STORAGE TANK SITE

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Received for record this 3rd day of June 1985 at 3:50 O'Clock P m.

JAMES W. JONES, Register  
MORGAN COUNTY

This Instrument Prepared By  
HENSLEY-SCHMIDT, INC.  
Engineers and Surveyors  
216 West 8th Street  
Chattanooga, Tennessee 37402

1870

1870

1870

1870

1870

TO HAVE AND TO HOLD the above described real estate unto the above named Wolfe Branch Utility District its successors and assigns forever in fee simple.

I covenant that I am lawfully seized and possessed of said real estate and have full power and lawful authority to sell and convey the same; that the title thereto is clear, free, and unencumbered and I will forever warrant and defend the same against all lawful claims.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of June, 1986.

  
-----  
CLARY P. FOOTE

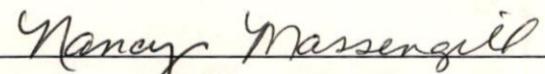
STATE OF TENNESSEE

COUNTY OF ~~MORGAN~~ Roane

On this 11th day of June, 1986, before me personally appeared Clary P. Foote MD to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the executed the same as their free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and notarial seal.

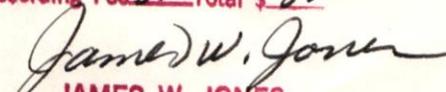


  
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Notary Public

My commission expires 8-22-89

**STATE OF TENNESSEE, MORGAN COUNTY**

The foregoing instrument and certificate were noted in Note Book L, Page 534 At 3:50 O'clock P 6-13-86 and recorded in 110 Book 0, Series 7 Page 178  
State Tax Paid \$      Fee      Recording Fee 8.00 Total \$ 8.00  
Witness My Hand  
Receipt No. 382-34

  
**JAMES W. JONES**  
Register



STATE OF TENNESSEE, MORSON COUNTY

The undersigned, James W. Jones, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Morson, Tennessee.

JAMES W. JONES

Recorder