

174-296

This Instrument Prepared by Billy C. Blow, Staff Attorney, Bureau of Highways, Jackson, Tennessee.

RIGHT-OF-WAY DEED FOR HIGHWAY PURPOSES

Project:	County:	Tract:
92003-2217-14, F-005-3(21)	Weakley	21-S

KNOW ALL MEN BY THESE PRESENTS, That I/we, **Aubrey Hawks, Aaron Hawks, Rava Nell Fisher and Kensie Graves**

have bargained and sold, and by these presents do transfer and convey unto the State of Tennessee for the use and benefit of the Department of Transportation an easement for highway purposes in and to the land more particularly described as follows:

Located in the 2nd Civil District of Weakley County, Tennessee:

PERMANENT DRAINAGE EASEMENT (Channel Widening)

Beginning at a point in the present west right-of-way and control access line of SR 43, as previously conveyed, said point being a common corner with subject tract and the C. C. Powell Realty Company tract, runs thence with said proposed right-of-way and control access line, South 3° 02' East 37 feet ± to a point; thence South 59° West 87 feet ± to a point; thence North 31° West 30 feet ± to a point in the south property line of the C. C. Powell Realty Company tract; thence with said South line, North 57° 20' East 113 feet ± to the point of the beginning and containing 0.074 acre, more or less.

The grantors acquired title to said land under deed of record in Deed Book 50, Page 529, in the Registers Office of Weakley County, Tennessee.

The consideration mentioned herein includes payment for the property taken, also payment for incidental damages to the remainder compensable under eminent domain.

The land upon which a drainage facility is to be constructed is to remain the property of the undersigned and may be used for any purpose desired, provided such use does not interfere with the use or maintenance of the drainage facility.

This conveyance is made in consideration of Four Hundred Dollars and 00/100 - - - - -

400 00

TO HAVE AND TO HOLD said easement in and to said land to the said State of Tennessee for the use and benefit of the Department of Transportation forever, except as may be specified otherwise herein. And I/we do covenant with the said State of Tennessee that I am/we are lawfully seized and possessed of said land in fee simple, have a right to convey said easement and the same is unencumbered.

And I/we do further covenant and bind myself, my/ourselves, our heirs and representatives, to warrant and forever defend the title to said easement to the said State of Tennessee against the lawful claims of all persons whomsoever.

Witness my/our hand(s), this 7th day of Oct, 1975.

Aubrey Hawks
Rava Nell Fisher
Kensie H. Graves
Aubrey Hawks

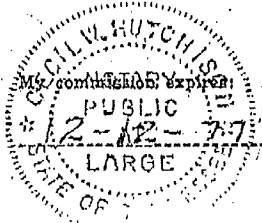
STATE OF TENNESSEE
WEAKLEY
COUNTY OF _____

Personally appeared before me, Cecil W. Hutchison, a Notary Public in and for said County and State, the within named Aubrey Hawks, Rava Nell Fisher and Kensie Graves

the bargainer(s), with whom I am personally acquainted, and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal, at Martin, Tennessee, this 7th day of October, 1975.

Cecil W. Hutchison
Notary Public



Approved for Recording

Date 10-17-75

Richard Malone
Tax Assessor

STATE OF TENNESSEE
WEAKLEY COUNTY
Filed for Rec. October 17, 1975
at 2:05 o'clock
Recorded in Book 174 Page 17
Paul K. [Signature]
Recorder

RIGHT-OF-WAY DEED FOR
HIGHWAY PURPOSES
FROM
Aubrey Hawks, et al
TO
STATE OF TENNESSEE
Filed for record this 17 day of October, 1975 A.D., 1975
at 2:05 o'clock P.M.
Paul K. [Signature]
Recorder

158-296

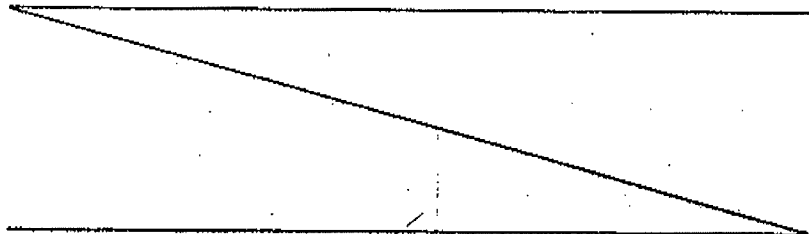
GRANT OF EASEMENT

THIS instrument made and entered into on this the 23 day of June 1971, between the undersigned, parties of the first part, and the City of Martin, Tennessee, a municipal corporation, party of the second part.

WITNESSETH that for and in consideration of the sum of One Dollar, cash in hand paid, the receipt of which is hereby acknowledged, the parties of the first part do by these presents grant, bargain, sell, and convey unto the party of the second part and its successors the right of easement on the following described property, to wit:

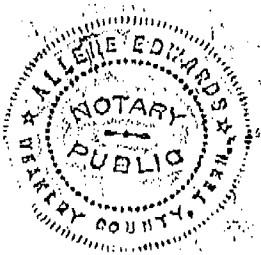
Beginning at a point 361 feet from center line of Hawks Road in Hawks' West Boundary line, then North 87 degrees, 37 minutes East, a distance of 700 feet, this point being a junction point with one right-of-way being South 29 degrees, zero minutes East, a distance of 400 feet to Hawks Road. The other right-of-way being North 64 degrees, 45 minutes East, a distance of 865 feet to University of Tennessee's West Boundary line. This easement being 25 feet either side of the noted center line.

For construction, a temporary easement of 50 feet either side of center line is necessary and will be released when construction is completed.



The purpose of this easement is to grant upon the party of the second part the privilege to construct and maintain across and upon said land of the parties of the first part an underground sewer line and to go upon said land whenever the same is necessary for the purpose of inspecting, maintaining and repairing said sewer line, the same being a free and undisturbed pass-way forever and the said parties of the first part and their heirs and assigns are in no wise to obstruct or stop the same.

IN WITNESS WHEREOF, we have set our hands this 23 day of June 1971 in Martin, Tennessee.



Allen Edwards

Garret Hawks
Rava Nell Fisher
Lennie H. Brainerd
Gregory W. Hawks

State of Tennessee

County of Weakley

On this 23rd day of June 1973 before me personally appeared Aaron Hawks, Rava Nell Fisher, Kensie H. Graves, Aubrey W. Hawks to me known to be the person (s) described in and who executed the foregoing, and acknowledged that they executed the same as their free act and deed.

Witness my hand and Seal of office in said County on the above written.

Allen Edwards

Notary Public

My commission expires 7-10-73



7794
STATE OF TENNESSEE
WEAKLEY COUNTY
Filed for Rec. Sept. 25, 1973
at 10:30 o'clock A.M.
Recorded in Book 158 Page 286
Opal Harper
Registrar
\$4.00

within contract and certificate thereto attached were filed in my office on the 1st day of June, 1925, at 8-30 o'clock A. M. and so noted in file book for deeds, and recorded in deed book No. 63 page 150.

C. L. Swinny
Register.

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B. F. Hawks :
to P
: P
: Contract.
K-T Light & Power Co. :

Received from Kentucky-Tennessee Light & Power Company, incorporated, One Dollars (\$1.00) in consideration of which B. H. Hawks, his wife Fannie Hawks, hereby grant, convey and release unto said Company its successors and assigns permanently the right, privilege and authority to construct, reconstruct, operate, maintain and at its pleasure remove its electric lines, or any parts thereof including the necessary poles, wires, guys and appurtenances, for conducting and distributing electricity for public and private use, as said Company may now or from time to time deem necessary, along, upon and across the highways which adjoin or are upon the property and upon, over and along the property which we own or in which we have an interest situate west of Martin, on the Rives road, in the County of Weakley, state of Tenn., with the right to trim or cut down now and from time to time, without further payment, any trees or brush along said lines to a width of 60 feet on both sides of the line as from time to time maintained. The said Company shall pay us for any other damages to said property for which the Company or its agents are responsible. Said damages to be ascertained by two dis-interested freeholders to be selected and paid one by each party; they to select a third in case of nonagreement, who shall be paid one half by each party. If the said Company or its successors or assigns should abandon its right herein granted and remove its property

therefrom, the rights granted, herein shall revert to the then owner of said lands. In witness whereof we have hereunto set our hand and seal 23rd day of Oct, in the year 1924.
signed, sealed and delivered in the presence of
witness: J. W. Alexander B. F. Hawks
Fannie Hawks.

State of Tennessee
County of Weakley.

Personally appeared before me, J. T. Smith, deputy county court clerk, in and for said state and county, B. F. Hawks, the within named bargainer with whom I am personally acquainted, and who acknowledged the execution of the foregoing instrument for purposes herein contained, and Fannie Hawks, wife of B. F. Hawks, having personally appeared before me private and apart from her said husband, the Mrs. Fannie Hawks, acknowledging the execution to have been done by her freely, voluntarily and understandingly without compulsion or constraint on the part of her husband and for the purpose contained. Given under my hand and official seal of office, this the 23 day of Oct, 1924.
J. T. Smith, D.C.

State of Tennessee
Weakley County.

I, C. L. Swinny, Register for said county of Weakley, do hereby certify that within contract and certificate thereto attached were filed in my office on the 1st of June, 1925, at 8-30 o'clock A. M. and so noted in file book for deeds, and recorded in deed book No. 63 page 150.

C. L. Swinny
Register.

103-150

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