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THIS INSTRUMENT PREPARED BY:  
Robert H. Leonard, Attorney  
Suite 1219  
First American Center  
507 Gay Street SW  
Knoxville, Tennessee 37902

TRACT NUMBER WWSI-85-SC-4

EASEMENT

THIS EASEMENT is made and entered into on this 10 day of July, 1985, by and between Joe L. McKenry and wife, Dorothy W. McKenry, of Knox County, Tennessee (hereinafter referred to as "Grantors"), and THE FIRST UTILITY DISTRICT OF KNOX COUNTY, TENNESSEE, a Utility District, incorporated under the laws of the State of Tennessee, with its office and principal place of business in Knox County, Tennessee (hereinafter referred to as "Grantee").

WITNESSETH:

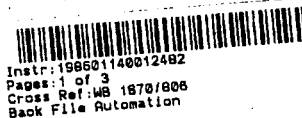
Grantors, for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto Grantee, its successors and assigns, the right at one time or from time to time to enter upon the land of Grantors as more particularly described on Exhibit A hereto attached, together with the right to place, construct, operate, repair, maintain and replace thereon and remove therefrom one or more underground pipe lines for the transmission or conveyance of water and waste water, together with the right of ingress and egress over the adjoining property of Grantors in the event the use of the above described premises by Grantors or Grantors' heirs, successors or assigns shall be such as to interfere with ingress and egress over the above described property.

Grantors covenant that no building or other permanent structures shall be erected on the above described premises and that neither Grantors nor Grantors' heirs, successors or assigns will do anything to interfere with the use and enjoyment of the easement hereby granted; however, it is understood and agreed that the paving of the premises in question by Grantors or Grantors' heirs, successors or assigns for use as a driveway, roadway or similar purpose shall not be construed as interfering with the use and enjoyment of this easement.

Grantors, for themselves, their heirs, successors and assigns, covenant that Grantors are the owners of the property over which this easement is granted; that Grantors have a good right to grant this easement; that said property is free and clear of all encumbrances, except those of record; and that Grantors and Grantors' heirs, executors, administrators, successors and assigns will forever warrant and defend the said rights, privileges and premises against the lawful claims of all persons whomsoever.

Wherever applicable, words used herein in the plural shall include the singular; and words used in one gender shall include masculine, feminine and neuter, as the case may require.

ROBERT H. LEONARD  
ATTORNEY AT LAW  
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KNOXVILLE, TENN. 37902  
(615) 546-2461



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STEVE HALL

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IN WITNESS WHEREOF, Grantors have executed or caused this easement to be executed by persons properly authorized so to do on or as of the day and year first above given.

Joe L. McKenry, Jr.  
Joe L. McKenry, Jr.

Dorothy W. McKenry  
Dorothy W. McKenry

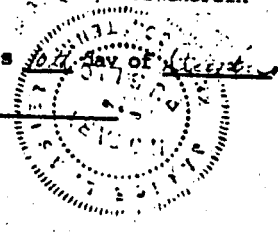
STATE OF TENNESSEE  
COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said state and county, the within named bargainors, Joe L. McKenry and wife, Dorothy W. McKenry, with whom I am personally acquainted and who acknowledged that they executed the within easement for the purposes therein contained.

Witness my hand and official seal at office on this 10th day of October, 1986.

Willie J. Allen  
Notary Public

My commission expires: 6-21-87



ROBERT H. LEONARD  
ATTORNEY AT LAW  
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EXHIBIT A

EASEMENT TRACT NUMBER WWSI-85-SC-4(2nd Revision):

SITUATED in the Sixth Civil District of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, being a PERMANENT EASEMENT 15 feet in width and 7.5 feet on either side of the following described center line and center line extended and a TEMPORARY CONSTRUCTION EASEMENT 35 feet in width and 17.5 feet on either side of the following described center line and center line extended, and being more particularly described in two parts as follows:

Part I:

BEGINNING at a stake in the property line between the properties of Grantors herein and Joe L. McKenry, Jr., and wife, Betty H. McKenry (hereinafter called "McKenry Jr."), said stake being South 21° 29' East 41.76 feet following the Grantors property line from the property corner between the properties of McKenry Jr. and Grantors, being an iron pin in the Fox Road right-of-way line and the most northeasterly corner of the McKenry Jr. property; thence North 87° 46' East 137.01 feet to a stake; thence North 66° 20' East 467.13 feet to a stake; thence South 37° 22' East 377.75 feet to a stake; thence North 36° 03' East 40.66 feet to a stake in the property line between the properties of Grantors and Norbert S. Twillmann and wife, Beverly M. Twillmann, said stake being South 37° 25' East 314.3 feet; and South 55° 58' West 30 feet; and South 17° 19' East 51.36 feet following the west property line of Twillmann from the most northwesterly corner of the Twillmann property;

Part II:

BEGINNING at a stake, said stake being South 32° 03' East 131.11 feet; and South 58° 08' East 35.51 feet; and South 31° 23' East 14.77 feet following the McKenrys' property line; and North 14° 45' East 1.14 feet following a survey line from the property corner between the properties of McKenry Jr. and Grantors, being an iron pin in the Fox Road right-of-way line and the most northwesterly corner of the McKenry Jr. property; thence South 30° 48' East 127 feet to a stake and including that property owned by Grantors along said center line; thence South 45° 19' West 188.43 feet to a stake; thence South 65° 28' West 274.52 feet to a stake; thence North 86° 21' West 206.01 feet to a stake; thence North 03° 01' West 298.19 feet to a stake; thence South 67° 43' West 20 feet, more or less, to the 813 contour, being the TVA control contour, and

BEING a portion of the same property conveyed to Joe L. McKenry and wife, Dorothy W. McKenry, by Ralston Purina Company, a Missouri corporation, by warranty deed dated May 13, 1968, of record in Deed Book 1380, page 944, and a portion of the same property conveyed to Joe L. McKenry and wife, Dorothy McKenry, by Ralston Purina Company, a Missouri Corporation, by warranty deed dated June 23, 1969, of record in Deed Book 1410, page 403, both in the Office of the Register of Deeds for Knox County, Tennessee, to which deeds specific reference is hereby made for further description.

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