

PREPARED BY
CITY OF HOHENWALD, TENNESSEE

RIGHT-OF-WAY AND CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of No Dollars (\$0.00) or other good and valuable consideration paid to:

hereinafter referred to as GRANTOR, by the CITY OF HOHENWALD, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR, does hereby grant, bargain, sell, transfer, or convey unto the GRANTEE, it's successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a SEWER LINE WHICH IS THE PROPERTY OF THE GRANTEE over, across, and through the land of the GRANTOR situated in LEWIS _____ COUNTY, STATE OF TENNESSEE, said land being described as follows:

PARCEL # _____ MAP # _____ DB _____ PAGE _____

The said easement is described more particularly by the attached description hereto and made a part hereof.

The CITY OF HOHENWALD agrees to require its servants, agents, and/or contractors to protect and restore said property to a condition similar or equal to that existing at the commencement of construction of said water/sewer line.

To have and to hold said easement to the CITY OF HOHENWALD, its successors, and assigns forever, I/we do hereby covenant with said that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

The portion or parcel of land which contains the above temporary construction easement is to remain the property of the undersigned and may be used by the undersigned for any purpose desired after the construction of said water/sewer line is completed.

State of Tennessee

Lewis County

Personally appeared before me, _____ a Notary Public in and for the said county

and state aforesaid _____, with whom I am both personally acquainted and who acknowledged that the foregoing instrument was executed for the purpose therein contained.

Witness my hand and official seal at office, Hohenwald, Tennessee this the _____ day of _____
2009

My commission expires _____

Notary Public