

SEWER LINE EASEMENT

For and in consideration of the sum of Ten (\$10.00) Dollars, cash in hand paid, and other good and valuable consideration not herein mentioned, the receipt and sufficiency of which is hereby acknowledged **MUNRO SMITH PROPERTIES, a Tennessee general partnership, (“Grantor”)**, does hereby bargain, sell, transfer, and convey unto **THE CITY OF CROSSVILLE, TENNESSEE, a municipal corporation**, its successors and assigns, (**“Grantee”**), a permanent, perpetual, non-exclusive easement to construct, repair, replace and maintain a sewer line, and all fixtures reasonably incidental thereto, subject, however, to the terms and conditions set forth below, (**“Easement”**), which Easement is locate in the First Civil District of Cumberland County, Tennessee, and is more particularly described as follows:

SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE THERETO.

Being in and upon part of the same property acquired by Munro Smith Properties, LLC, from Crosby Associates, of record at Book 1233, page 2477, Register’s Office, Cumberland County, Tennessee.

**This instrument prepared by:
Looney, Looney & Chadwell, PLLC
156 Rector Avenue, Crossville, Tennessee 38555**

Map	100-A
Group	A
On Parcel	005.00

The Grantee, the City of Crossville, further covenants, as partial consideration for the easement conveyance made herein, that, in the event that the sewer line, as depicted on Exhibit "B", fails, or, for any reason, requires maintenance, repair or replacement which would entail or require, in part or whole, the disassembly, destruction, disturbance, excavation, or removal of any part or portion of the concrete slab covering the sewer line or any part of the improvement or structure constructed upon the concrete slab, (a "**Repair Event**"), the City of Crossville, and its successors and assigns, shall then, at its sole cost and expense, construct and install a replacement sewer line in the Easement described and conveyed herein, around the outside of the concrete slab and structure for the purpose of bypassing and substituting the failed line to fully restore sewer service with regard to the line without breaking, disassembling, destroying, removing, or otherwise disturbing or interfering with the concrete slab and the structure thereon. Until such Repair Event, if any, the Easement conveyed herein shall not be used for any purpose, and, in the event that it is used for the purpose contemplated herein, it shall be used solely for the purpose of a by-pass or replacement sewer line, and for no other reason. By its execution hereunder, the City of Crossville consents and binds itself to these covenants.

To have and to hold said Easement and rights thereto unto the City of Crossville, its successors, representatives and assigns, forever.

WITNESS our hands and signatures on this the _____ day of _____, 2018.

**MUNRO SMITH PROPERTIES,
a Tennessee general partnership**

By: _____

Its: _____

THE CITY OF CROSSVILLE

By: _____

Its: _____

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be _____ of **Munro Smith Properties**, a Tennessee general partnership, and that he as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as such officer.

WITNESS my hand and seal of office this _____ day of _____, 2018.

NOTARY PUBLIC

My commission expires: _____

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be _____ of **The City of Crossville**, a Tennessee municipal corporation, and that he as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as such officer.

WITNESS my hand and seal of office this _____ day of _____, 2018.

NOTARY PUBLIC

My commission expires: _____

The name and address of a property owner is:

The name and address of the person or entity responsible for the payment of real property taxes is:

This instrument was prepared at the specific request of the parties, based solely upon information supplied by one or more of the parties to this instrument, and without examination of title or being furnished a survey. The preparer makes no representations or warranties as to the accuracy of the description or the status of the title to the property. The preparer of this instrument assumes no liability for any errors, inaccuracies, or omissions in this instrument resulting from the information provided, and the parties hereto signify their assent to this disclaimer by the execution and the acceptance of this instrument. The parties to this instrument have not sought or obtained from the preparer any advice regarding the possible tax consequences, if any, of this transaction and no such advice has been furnished by the preparer.