

#129

SEWAGE LINE EASEMENT

This instrument made on this the 14 day of June, 1958, by and between A. B. LONG, SR., and wife, MINERVA LONG, of Roane County, Tennessee, Parties of the First Part, and the CITY OF HARRIMAN, for the use and benefit of the Harriman Utility Board, Party of the Second Part.

W I T N E S S E T H:

For and in consideration of Four Hundred and No/100 (\$400.00) Dollars cash in hand paid, the receipt of which is hereby acknowledged, the Parties of the First Part do hereby give, grant, and convey unto the Party of the Second Part, its successors and assigns, a perpetual easement and right to install and maintain a sewage <sup>445</sup> pipe line or lines (but Party of the Second Part shall have no right to install and maintain therein either a gas pipe line or electric power line of any kind) together with rights of ingress, egress, regress, and removal, as hereinafter provided, over, under, and across the property of the Parties of the First Part, located in the 1st Civil District of Roane County, and in the City of Harriman, Tennessee, and bounded as follows:

On the North by lands of H. & N. E. Railroad Company;

On the South by lands of T. V. A. or Emory River;

On the East by Walden Street as extended;

On the West by lands of James Carroll; and

being the same property conveyed to the Parties of the First Part by deed of record in Deed Book , Series , Page , in the Register's Office at Kingston, Tennessee.

The perpetual easement herein granted across part of the above described property is more particularly described as follows:

above described property is more particularly described as follows:

The heretofore easement herein granted across part of the  
in the Register's Office at Kingston, Tennessee.

by deed of record in Deed Book \_\_\_\_\_, Series \_\_\_\_\_, Page \_\_\_\_\_,  
being the same property conveyed to the Parties of the First Part

On the West by lands of James Carroll; and

On the East by Maiden Street as extended;

On the South by lands of T. V. A. or Emory River;

On the North by lands of H. & N. E. Railroad Company;  
Harrison, Tennessee, and bounded as follows:

in the 1st Civil District of Roane County, and in the City of  
and across the property of the Parties of the First Part, located  
egress, regress, and removal, as hereinafter provided, over, under,  
electric power line of any kind) together with rights of ingress,  
rights to install and maintain therein either a gas pipe line or  
pipe line or lines (but Party of the Second Part shall have no  
a heretofore easement and right to install and maintain a sewage  
convey unto the Party of the Second Part, its successors and assigns,  
legged, the Parties of the First Part do hereby give, grant, and  
dollars cash in hand paid, the receipt of which is hereby acknow-  
ledged, the Parties of the First Part do hereby give, grant, and

For and in consideration of Four Hundred and no/100 (\$400.00)

WITNESSETH:

Board, Party of the Second Part.

OF HARRISON, for the use and benefit of the Harrison Utility

Roane County, Tennessee, Parties of the First Part, and the City  
1898, by and between A. B. LONG, SR., and wife, MINNIE LONG, of

This instrument made on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

SEWAGE LINE EASEMENT

4214



Being a strip of land six (6) feet on either side of a center line which begins at a point approximately 465 feet west of the west side of Walden Street and grantors' property line and being approximately six (6) feet south from the H. & N. E. right of way line, this is the Point of Beginning: Thence northwestwardly and parallel to and six (6) feet from the southwest right of way line of the H. & N. E. Railroad Company a distance of 470 feet more or less to a point in the Long-Carroll property line, said point being approximately six (6) feet from said H. & N. E. right of way line.

The grantee is granted the right to reasonably use the adjacent property for construction purposes during the initial installation of said line.

The grantee is also granted the right of ingress, egress and regress from Walden Street as extended to and from said strip, at such reasonable location as the grantors may designate, and which location may be changed from time to time by said grantors so as to best suit their convenience.

This easement is granted upon the following terms and conditions:

(1) Said sewer line or lines are to be installed as near as reasonably possible along the line of said described easement strip adjacent to the right of way line of the H. & N. E. Railroad Company, but in no event more than three feet away from said adjacent line, and said lines are to be installed at a depth of at least thirty-six (36) inches. There are to be no more than 446 four manholes constructed above the ground on said strip, and same shall be constructed so as to conform to the present level of the land. If grantors should desire to change the levels of their property in the future, grantee will at its own expense raise or lower the top of said manholes so as to conform to the changed levels of said adjoining property. The grantors shall in no wise be liable or responsible for any damage to said manholes of any kind or character whatsoever.

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The grantee is granted the right to reasonably use the adjacent property for construction purposes during the initial installation of said line.

The grantee is also granted the right of ingress, egress and regress from Walden Street as extended to and from said strip, at such reasonable location as the grantors may designate, and which location may be changed from time to time by said grantors so as to best suit their convenience.

This easement is granted upon the following terms and

conditions:

(1) Said sewer line or lines are to be installed as near as reasonably possible along the line of said described easement strip adjacent to the right of way line of the H. & N. E. Railroad Company, but in no event more than three feet away from said adjacent line, and said lines are to be installed at a depth of at least thirty-six (36) inches. There are to be no more than four manholes constructed above the ground on said strip, and same shall be constructed so as to conform to the present level of the land. If grantors should desire to change the levels of their property in the future, grantee will at its own expense raise or lower the top of said manholes so as to conform to the changed levels of said adjoining property. The grantors shall in no wise be liable or responsible for any damage to said manholes of any kind or character whatsoever.



(2) The grantors herein expressly reserve the right to use said easement strip or so much thereof as they may desire for roadways for access to their property, and the grantee herein agrees that it will be responsible for any damages which it may hereafter do to said roadways in making any necessary repairs or improvements to said lines.

(3) It is mutually agreed that a railroad spur tract or tracts, may be extended on, over, and across said easement strips. The grantee will not be liable for any damages for any interference with the operation of said railroad spur tract or tracts caused by the proper and necessary maintenance and operation of its lines.

(4) The grantors reserve the right to build temporary loading docks or temporary buildings from time to time over said easement strip but will not have the right to build any permanent structures over same, and shall not build any structure which will substantially interfere with the right of the grantees herein to maintain and operate said lines.

(5) The grantors herein shall have the right to cultivate the lands embraced in the said right of way strips if they so desire, and shall have the right to cross over or under said strip with such water, gas and/or electric lines as may become necessary to serve the adjacent properties of the grantors but shall not substantially interfere with the easement herein granted.

(6) In the event the grantee abandons the use of the easements herein granted, then and in that event this instrument shall become null and void and all of the property rights herein granted shall revert to and become vested in the grantors herein, their heirs or assigns.

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hereafter do to said roadways in making any necessary repairs or

agrees that it will be responsible for any damages which it may

roadways for access to their property, and the grantee herein

use said easement strip or so much thereof as they may desire for

(2) The grantors herein expressly reserve the right to



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(7) It is mutually agreed that the easements herein granted and the terms and conditions as hereinabove set out shall attach to and shall be considered as covenants running with the land and shall be binding upon the grantors and the grantee, their heirs, assigns, or successors, as the case may be.

To have and to Hold the said easements and rights herein granted to the said party of the second part, its successors and assigns forever.

And the said parties of the first part, for themselves and for their heirs, executors, and administrators, do hereby covenant with the said party of the second part, its successors and assigns, that they are lawfully seized in fee simple of the premises above described, and that they have full power, authority, and right to convey the easement and rights herein granted; that said premises are free from all encumbrances and that they will forever warrant and defend the easement and rights herein granted against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals the day and year first above written.

A. B. Long, Sr.  
A. B. Long, Sr.

Minerva Long  
Minerva Long

STATE OF TENNESSEE)

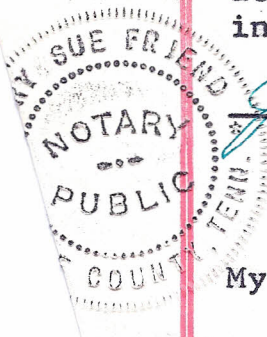
Roane County)

Personally appeared before me, Mary Sue Friend, a Notary Public in and for said County, the within named bargainors, A. B. LONG, SR., and wife, MINERVA LONG, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 14<sup>th</sup> day of June, 1958.

Mary Sue Friend  
Notary Public

My commission expires: July 24, 1960





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To have and to hold the said easements and rights herein granted to the said party of the second part, its successors and assigns forever.

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IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals the day and year first above written.

A. B. Long, Sr.  
Minerva Long

STATE OF TENNESSEE  
County

Personally appeared before me, Notary Public in and for said County, the within named parties, A. B. LONG, SR., and wife, MINERVA LONG, who acknowledged that they executed the foregoing instrument for the purposes therein stated and official seal at this day of

Witness my hand

The foregoing instrument and certificate were noted in Note Book at 10:30 O'clock A.M. June 14, 1958 and recorded in Book Series Page 4444

STATE OF TENNESSEE, ROANE COUNTY, REGISTER'S OFFICE

