

A 2 line

#206

SEWAGE LINE EASEMENT

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This instrument made on this the 30th day of April, 1958, by and between A. B. Stowers, B. C. Stowers, Otis M. Stowers, and E. B. Stowers, a co-partnership trading and d/b/a Stowers Lumber and Manufacturing Company, 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 Two Hundred Thirty and no/100 (\$230.00) 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 pipe line or lines, 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, 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 Old Highway #27 and Old Emory River Bridge; On the West by New Highway #27 and the New Emory River Bridge; and

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1958

being the same property conveyed to the Parties of the First Part by deeds of record in Deed Book B, Series 6, Page 241, and in Deed Book O, Series 6, Page 534, 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:

Being a strip of land five (5) feet on either side of a center line which begins at the center of the west end of a previously secured right of way (see sewage line easement agreement between the same parties hereto, dated November 14, 1957, and recorded in Deed Book E, Series 8, Page 67, et seq) and extends eastwardly approximately 440 feet at this same width, thence enlarging at a small angle to a right of way width of $7\frac{1}{2}$ feet from center line of right of way a distance of approximately 60 feet, thence continuing at a uniform width of $7\frac{1}{2}$ feet from center line of right of way to the right of way of the old Emory River Bridge, a distance of about 50 feet. Total length of right of way is approximately 550 feet. All of the above said right of way is located to the south of the south right of way of the Harriman and Northeastern Railway. See attached drawing showing details, said drawing being attached to and made a part of this agreement.

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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 center line of said ten (10) and fifteen (15) feet easement strips, and said lines are to be installed at a depth of at least thirty six (36) inches. There are to be no man holes or other structures constructed above the ground on either of said strips.

2) The grantors herein expressly reserve the right to use said easement strips 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 track or tracks, may be extended on, over, and across said easement strips, provided the length of said track or tracks over the easement strips shall not exceed one hundred (100) feet. Also, the grantee will not be liable for any damages for any interference with the operation of said railroad spur track or tracks caused by the proper and necessary maintenance and operation of said lines.

4) The grantors reserve the right to build temporary loading docks or temporary buildings from time to time over said easement strips 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 grantee 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 strips 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) The grantors herein, in addition to the other rights 3/6 herein provided for, also grant to the grantee, its agents, servants, employees, or contractors, the right to use a strip of land twenty five (25) feet in width instead of the ten (10) and fifteen (15) feet strips, respectively, during the initial construction and installation of said lines only.

7) The grantee hereby agrees  to drain by open ditch, the existing pond adjacent to and partly on said easement area, so as to lower the level of said pond by three or more feet. Grantee agrees to install a sixteen (16) inch corrugated metal pipe or culvert, at the point indicated on said attached drawing, so that the grantors may construct a roadway over and across said pond drainage ditch. Said pipe shall be approximately 10 feet in length.

8) 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.

9) 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

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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.

STOWERS LUMBER & MANUFACTURING COMPANY

BY

[Signature]
A. B. Stowers

[Signature]
B. C. Stowers

[Signature]
Otis M. Stowers

Partners

STATE OF TENNESSEE

ROANE COUNTY

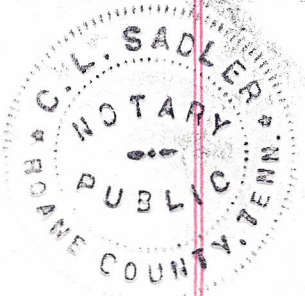
Personally appeared before me, *C. L. Sadler*
a Notary Public in and for said County, the within named bargain-
ors, A. B. Stowers, B. C. Stowers, and Otis M. Stowers, with whom
I am personally acquainted, and who acknowledged that they executed
the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 22nd
day of May, 1958.

C. L. Sadler
Notary Public

My Commission Expires: January 16-1960

LADD & QUALLS
ATTORNEYS AT LAW
HARRIMAN, TENN.



STATE OF ALABAMA

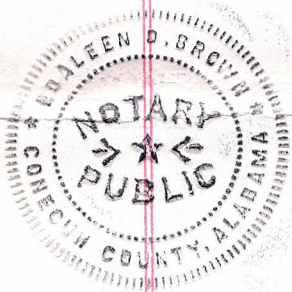
CONECUH COUNTY

Personally appeared before me, Edaleen D. Brown,
a Notary Public in and for said County, the within named bargain-
or, E. B. Stowers, with whom I am personally acquainted, and who
acknowledged that he executed the within instrument for the pur-
poses therein contained.

Witness my hand and official seal at office this 16 318
day of May 1958.

Edaleen D. Brown
Notary Public

My Commission Expires: 3/24/62.



STATE OF TENNESSEE, ROANE COUNTY. REGISTER'S OFFICE

The foregoing instrument and certificate were noted
in Note Book 2, Page 2 at 2:05 O'clock P. M. May 23, 1958
and recorded in Deed Book 14, Series 8, Page 314.

Witness my hand.

Marilyn Black
Register
By M. Thompson, Sec.

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AMENDMENT TO SEWER LINE EASEMENT

Line from A2

1958

This instrument of amendment of easement, dated April 30, 1958, between A. B. Stowers, B. C. Stowers, Otis M. Stowers, and E. B. Stowers, a co-partnership trading and d/b/a Stowers Lumber and Manufacturing Company, of Roane County, Tennessee, Parties of the First Part, and City of Harriman, for use and benefit of the Harriman Utility Board, Party of the Second Part, is made for Clarification of terms and conditions as set out in Paragraph one (1) on the second page of the easement dated April 30, 1958, said easement being recorded in Deed Book G, Series 8, Page 314, in Registrar's office, Roane County, Tennessee, and referred to in this instrument, and this instrument of amendment is to become part of the original easement.

Witnesseth:

The wording of paragraph one (1) on page 2 original Easement which reads as follows:

(1) "Said sewer line or lines are to be installed as near as reasonably possible along the center line of said ten (10) and fifteen (15) feet easement strips, and said lines are to be installed at a depth of at least thirty six (36) inches. There are to be no man holes or other structures constructed above the ground on either of said strips." The last sentence "There are to be no manholes or other structures constructed above the ground on either of said strips" is to be and is hereby amended to read:

"The Two (2) manholes now constructed on the ten (10) and fifteen (15) Ft. strips will be raised to and/or lowered to finished ground level, when requested by Parties of First Part. Said cost of raising and/or lowering said manholes will be borne by the parties of the Second Part. No additional structures are to be placed on either of said strips, without first securing permission of the Parties of First Part."

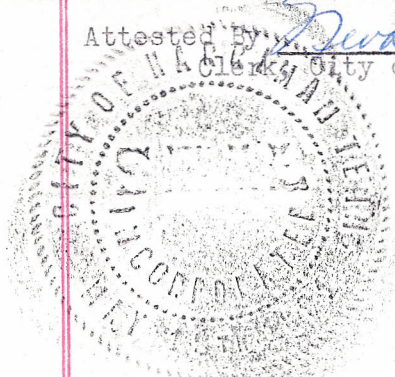
In witness whereof the said Parties of the First Part and the said Parties of the Second Part have set their hands and seals this 6th day of

January, 1959.

City of Harriman, Tennessee

By A. B. Foster
Mayor, City of Harriman, Tennessee

Attested By Dora J. Brown
Clerk, City of Harriman, Tenn.



Stowers Lumber & Manufacturing Co.

By [Signature]

By [Signature]

By [Signature]

By [Signature]

Partners

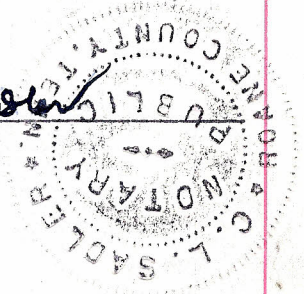
State of Tennessee
Roane County

Personally appeared before me L. L. Sadler a Notary Public in and for said County, the within named bargainors, A. B. Stowers, B. C. Stowers, and Otis M. Stowers, 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 this office this 20 day of January 1959.

My Commission expires January 16-1960

L. L. Sadler
Notary Public



State of Alabama
Conecuh County

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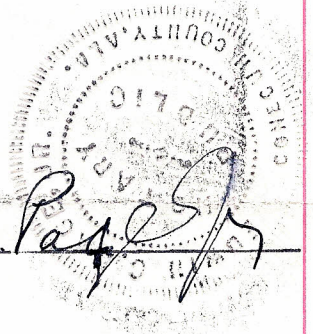
Personally appeared before me E. C. Page Jr a Notary Public in and for said County, the within named bargainor, E. B. Stowers, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 16 day of July 1959.

My Commission Expires

August 20, 1962

Edwin C. Page Jr
Notary Public



State of Tennessee
Roane County

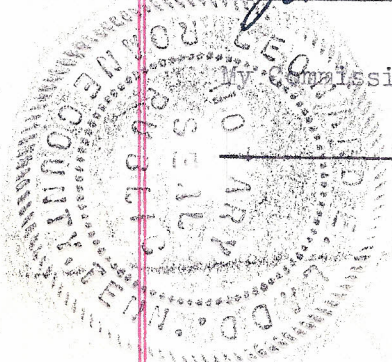
Personally appeared before me Leonard E. Ladd a Notary Public in and for said County, A. B. Foster, Mayor for the City of Harriman, Tennessee, with whom I am personally acquainted and who acknowledged that he executed the within instrument, being properly authorized so to do by the City Council of Harriman, Tennessee, for the purposes therein contained.

Witness my hand and official seal at this office this 6th day of Jan. 1959.

My commission expires

7-8-61

Leonard E. Ladd
Notary Public



STATE OF TENNESSEE, ROANE COUNTY. REGISTER'S OFFICE

The foregoing instrument and certificate were noted
In Note Book H, Page 54 at 1:30 O'clock P. M. Jan. 23, 1959
and recorded In Deed Book H, Series 8, Page 417.

Witness my hand.

Marilyn Black
Register B. M. J. Dep.