

#117

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EASEMENT

This instrument made this 19th day of May, 1958, by and between J. D. Christmas, Fain H. Bennett, and J. Harvey Smith, a co-partnership trading and d/b/a Christmas Lumber Company, 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.

WITNESSETH:

That for and in consideration of One and no/100 (\$1.00) dollar, cash in hand paid, and other good and valuable considerations, the receipt of all 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 such gas, water, electric and/or sewage line or lines as the Party of the Second Part may desire, together with all necessary rights of ingress, egress, regress, and removal over, under, and across the property of the Parties of the First Part, located in the First Civil District of Roane County and in the City of Harriman, Tennessee, and bounded as follows:

On the North by the lands of the H. & N. E. Railroad Company; on the East by Carter Street; on the South by Roane Street; and on the West by property of the City of Harriman.

The perpetual easement herein granted across part of the above described property is more particularly set out on the attached plat, which is made a part hereof, and said easement is limited to the striped area on said plat, and Second Party shall replace any paving cut or damaged by use of said easement.

The Parties of the First Part also covenant and agree that they will perpetually provide an entrance from Roane Street

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to the pumping station now maintained by the Harriman Utility Board, which station is located on the west side of Roane Street and on the north side of the Emory River. The present entranceway is over and across part of the property shown on the attached plat but the Parties of the First Part shall have the right to change the location of said entranceway provided the new entrance to said pumping station is equally as good or better than the entranceway now being used.

It is expressly understood that the easements and rights herein granted shall attach to and be considered as covenants running with the land of the Parties of the First Part and shall be binding upon them, their heirs and assigns.

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To Have and To Hold said easements and rights herein granted to the Party of the Second Part, its successors and assigns forever.

CHRISTMAS LUMBER COMPANY

BY

J. D. Christmas
J. D. CHRISTMAS

Fain H. Bennett
FAIN H. BENNETT

J. Harvey Smith
J. HARVEY SMITH
PARTNERS

STATE OF Tennessee
COUNTY OF Roane

Personally appeared before me, Lila F. Henry,
a Notary Public in and for said County, the within named bargain-
or, J. D. Christmas, 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 19th
day of May, 1958.

Lila F. Henry
Notary Public

My Commission Expires: 5-16-59.

STATE OF TENNESSEE

ROANE COUNTY

Personally appeared before me, Lila F. Henry,
a Notary Public in and for said County, the within named bargain-
ors, Fain H. Bennett and J. Harvey Smith, 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 19th
day of May, 1958.

Lila F. Henry
Notary Public

My Commission Expires: 5-16-59.

STATE OF TENNESSEE, ROANE COUNTY. REGISTER'S OFFICE

The foregoing instrument and certificate were noted
in Note Book 74, Page 33 at 11:35 O'clock A. M. Oct. 13, 1958
and recorded in Deed Book J, Series 8, Page 279.
Witness my hand.

Marilyn Black
Register