

35002

WATER LINE EASEMENT

This instrument made on this the 23rd day of October, 1957, by and between Leonard E. Ladd and wife Verlie Mae Ladd, of Harriman, 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 the sum of One and no/100 (\$1.00) dollar and other valuable considerations to them in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, and the further consideration that the grantee, by the acceptance of this easement, does hereby agree and bind itself to install upon the hereinafter described property a water line as more specifically described in the report of Wiedeman and Singleton, and filed with and approved by the City Council of the party of the second part on August 13, 1957, 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 water 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 City of Harriman, First Civil District of Roane County, Tennessee, and bounded as follows:

On the North by lands of Ahler and Ladd;

On the South by lands of U. S. #27, and Land Co.;

On the East by lands of Evans and Carr;

On the West by lands of Ahler; and

being the same property conveyed to the Parties of the First Part by John A. Rockwell, et al, by deed dated November 22, 1954, and of record in Deed Book Q, Series 7, Page 197, 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:

Tract I.

Being a strip of land seven and one half ($7\frac{1}{2}$) feet on either side of a center line which begins at a point in the Ladd-Ahler line in or near the west side of the present private roadway on or near the top of Walden's Ridge, thence almost due south 500 feet more or less to the intersection of Ridge Road and Hillcrest Drive in the Ridgewood Subdivision of the Parties of the First Part; thence southwardly and within the boundary lines of Hillcrest Drive, a distance of approximately 2,000 feet more or less.

Tract II.

Being a strip of land seven and one half ($7\frac{1}{2}$) feet on either side of a center line which begins at a point in the Ladd-City of Harriman reservoir tract property line on the side of Walden's Ridge on near the east side of Ridge Road, thence approximately north 75 deg. west 350 feet more or less crossing the top of Walden's Ridge and continuing on to Hillcrest Drive so as to join Tract I above described.

This easement is granted upon the following terms and conditions:

- 1) Said water line or lines are to be covered and may be installed at any depth desired by grantee.

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

3) The grantors reserve the right to build 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.

4) The grantors herein shall have the right to any reasonable use of the surface of 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 roadways and/or utility lines as may become necessary to serve the adjacent properties of the grantors but shall not substantially interfere with the easement herein granted.

5) 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.

6) 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 of the rights 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.

Leonard E. Ladd

Verlie Mae Ladd
Parties of the First Part

STATE OF TENNESSEE

ROANE COUNTY

Personally appeared before me,

J. Frank Qualls

a Notary Public in and for said County, the within named bargainors, Leonard E. Ladd and wife Verlie Mae Ladd, with whom I am personally

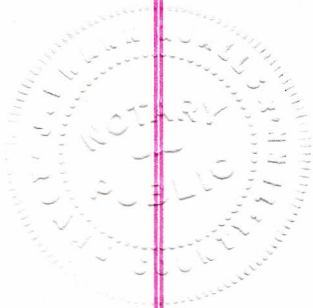
acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this

28 day of October, 1957.

J. Frank Qualls
Notary Public

My Commission Expires: 1-16-60.



STATE OF TENNESSEE }
ROANE COUNTY }

The Foregoing instrument and certificate
were Noted in Note Book 8 Page 380
at 2:20 o'clock P.M. Nov. 8, 1957
and Recorded in Deed Book 4
Series 8 Page 592

Witness my hand.

Maulyn Black
Register