

EASEMENT

This instrument made this 31st day of October, 1968, by and between Albert P. Ahler and wife, Mattie Brown Ahler, parties of the first part; and Wolfe Branch Utility District of Roane and Morgan Counties, Tennessee, party of the second part.

That the said parties of the first part for and in consideration of the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, have granted, bargained and sold, and do hereby grant, bargain, sell and convey unto the said party of the second part an easement described as follows:

A strip of ground 5 ft. on each side of the following center line. Beginning in the property line of Brown near the point where Brown's property line is intersected by the present existing 2 inch water line; thence south 35 deg. 27 min. 15 sec. west 226.83 ft. to an iron pin; thence south 40 deg. 23 min. 45 sec. west 292.74 ft. to an iron pin; thence north 67 deg. 25 min. 45 sec. west 66.79 ft. to an iron pin; thence north 79 deg. 29 min. 45 sec. west 54.44 ft. to an iron pin; thence north 78 deg. 26 min. 45 sec. west 55.39 ft. to an iron pin in the south right-of-way line of State Highway 29.

Said property being recorded in Deed Book _____, Series _____, Page _____, in the Register's Office for Morgan County, Tennessee.

It is understood by the grantors that during construction it will be necessary to have an easement 25 ft. on each side of said water line, but upon completion of construction said easement is to revert to the 5 ft. easement on each side of said center line hereinabove set forth. The top of the pipe line shall be at least 36 inches from the surface.

for the purpose of constructing, installing, operating and maintaining, including rights of ingress and egress, a water line on and over the property, but limited to the above easement, of the parties of the first part.

STATEMENT

The statement made this 31 day of October, 1908, by said per-
sons April G. Miller and wife, Mattie Brown Miller, residents of the first
part; and Wm. H. French Utility District of Roane and Morgan Counties,
Tennessee, parties to the second part.

This said party of the first part for and in consideration of
the sum of One (\$1.00) Dollars, the receipt of which is hereby acknowledged,
have agreed, freely and truly, say do hereby swear, before, all and
couched unto the said party of the second part an agreement described as fol-
lows:

A sum of Twenty 2 fl. on each side of the following center
line, beginning in the property line of Brown near the point
where Brown's property line is intersected by the present
existing 5 inch water line; thence south 22 deg. 57 min. 13
sec. west 350.89 fl. to an iron bin; thence south 40 deg. 39
min. 42 sec. west 305.24 fl. to an iron bin; thence north
02 deg. 32 min. 42 sec. west 99.70 fl. to an iron bin; thence
north 20 deg. 30 min. 42 sec. west 34.44 fl. to an iron bin;
thence north 38 deg. 30 min. 42 sec. west 35.98 fl. to an
iron bin in the south right-of-way line of State Highway 30.

Said property being recorded in Deed Book , series
 , page , in the Register of Office for Morgan
County, Tennessee.

If it be understood by the parties that during construction of
this easement it may be necessary to leave an easement 32 fl. on each side
of said water line, the above completion of construction said
easement to be forever to the 2 fl. assessment on each side of
said center line heretofore set forth. The top of the bank
line shall be set lower 2 fl. from the surface.

For the purpose of construction, installing, operating and maintaining, in
any line of utility and service, a water line or any other the property,
the owner to the above easement, or the parties to the first part,

This easement is to serve the property of the parties of the first part and other property or properties. The said property is to be restored to its original condition and any damages to fence, crops or other undue or excessive damages are to be paid by the party of the second part.

It is understood and agreed that the party of the second part is to have the right to enter upon said property and to make all necessary repairs or replacement of said water line.

To have and to hold said right and easement to it, the said party of the second part and its successors and assigns, and the parties of the first part covenant that they are seized of all things herein granted and have the right to convey the same, that they are free and clear of all encumbrances, and that they will warrant and defend the title here granted against the lawful claims of all persons whomsoever.

In testimony whereof, said parties of the first part have hereunto set their signatures the day and year first above written.

Albert P. Ahler

Mattie Brown Ahler

This assessment is to settle the liability of the parties to the first
part and other bidders or bidders. The said liability is to be determined
to the original configuration and any damage to tools, tools or other damage or
excessive damages are to be paid by the party of the second part.
It is understood and agreed that the party of the second part is to
pay this sum to enter upon said property and to make all necessary repairs
of equipment of said master line.
To pay and to hold said right and easement to it, the said party of
the second part and the accessories and engines, and the parties of the first
part concerned that they are bound to all claims, premises, structures and have the
right to convey the same, that they are free and clear of all encumbrances,
and that they will warrant and defend the title from liens and other
claims of all persons whatsoever.

April 6, 1911

Willie Brown Vile

STATE OF TENNESSEE

COUNTY OF ROANE

Personally appeared before me, _____, a Notary Public in and for said County, the within named bargainors, Albert P. Ahler and wife, Mattie Brown Ahler, 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 _____ day of October, 1968.

Notary Public

My commission expires _____.

STATE OF TENNESSEE

COUNTY OF ROANE

Petitioner(s) abjured before me,
Nofstra Public in said Court, the witness named perjury, A. Peter
P. Miller and wife, Willie Brown Miller, wife whom I am personally ac-
quainted, and who acknowledged that they executed the writing instrument
for the purpose herein concerning.

Witness was present and officer seal at office this _____ day of

October, 1968.

Nofstra Public

My commission expires