## EASEMENT

This instrument made this 26 day of October, 1968, by and between Thomas M. Brown and wife, Ruth B. Brown, 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, and being in the First Civil District of Roane County, Tennessee:

A strip of ground 5 ft. on each side of the following center line. Starting at a point in the right-of-way line of Albert Ahler near a point where the same is intersected by a presently existing 2 inch line; thence south 83 deg. 32 min. 45 sec. west 13 ft. to an iron pin in the center of a creek; thence south 64 deg. 34 min. 45 sec. west 58.01 ft. to an iron pin; thence south 60 deg. 08 min. 45 sec. west 167.92 ft. to an iron pin; thence south 43 deg. 53 min. 15 sec. west 106. 42 ft. to an iron pin; thence south 52 deg. 45 min. 45 sec. west 170.18 ft. to an iron pin; thence south 62 deg. 19 min. 15 sec. west 62.59 ft. to an iron pin; thence south 55 deg. 42 min. 15 sec. west 72.22 ft. to an iron pin; thence south 35 deg. 27 min. 15 sec. west 15 ft. to the property line of Brown.

Said property being recorded in Deed Book \_\_\_\_\_, Series \_\_\_\_\_, Page \_\_\_\_\_, in the Register's Office for Roane 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 18 inches from the surface.

## BASEMENT

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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.

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 fences, growing timber, crops or other 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, but shall be liable for any damages done to said property.

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.

Thomas M. Brown

Ruth B. Brown

for the purpose of constructing, lastelling, operating and maintaining, including rights of ingress and ogress, a water line to and over the property, but ilmited to the actual areas of the parties of the parties of the direct part.

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## STATE OF TENNESSEE COUNTY OF ROANE

Personally appeared before me, <u>Gene Der Marcal</u> a Notary Public in and for said County, the within named bargainors, Thomas M. Brown and wife, Ruth B. Brown, 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 26 day of October, 1968.

Olice Lee Dorrow
Notary Public

My commission expires 4/17/7/.

## STATE OF THANESSEE COUNTY OF ROAME

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