

## EASEMENT

This instrument made this 2 day of August, 1969, by and between Floyd Leathers and wife, Marie Leathers, 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 Third Civil District of Morgan County, Tennessee:

BEGINNING at the center of Horse Pen Branch, property line of Charlotte Powell Hedrick and Floyd Leathers as shown by a survey in the office of Wolfe Branch Utility District of Roane and Morgan Counties, Tennessee; thence N. 61 deg. 00 min. West 701 ft. to an old fence line; thence N. 71 deg. 00 min. W. 445 ft. to Survey Station 72 + 50 in the right-of-way of a gravel road.

Said property being recorded in Deed Book I, Vol. 4, Pages 129-130, 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 10 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.

This instrument prepared by  
William A. Newcomb  
416 Roane Street  
Harrison, Tenn.



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.

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.

Floyd Leathers

Marie Leathers



STATE OF TENNESSEE

COUNTY OF MORGAN

Personally appeared before me, the undersigned, a Notary Public in and for said County, the within named bargainors, \_\_\_\_\_, 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 2 day of aug., 1969.

Isse O. Powell  
Notary Public

My commission expires: Jan 23, 1972







HB

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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.

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.

Floyd Leathers

Marie Leathers



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Flora Beatrice

Walter Beatrice