

THIS INDENTURE made and entered into on this the 1st day of June, 1960, by and between Fred Walker (single), Party of the First Part; and A. T. Willis and wife, Mary Willis, Parties of the Second Part:

W I T N E S S E T H

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the parties hereto are the owners of certain parcels or tracts of land in the 14th Civil District of Washington County, Tennessee, and on the land of the Parties of the Second Part there is located a certain spring with a good and sufficient water supply for more than the needs of said Parties of the Second Part; and,

WHEREAS, for a number of years now the said spring along with the pump which is installed therein, has been used by the parties hereto as their water supply on their respective tracts of land, and said water supply to the respective tracts of land being furnished through pipe lines which are now in existence on their said respective tracts of land; and,

WHEREAS, the above mentioned situation has been in full force and effect by mutual agreement of the parties for a number of years, but that now it is the desire of the parties hereto to enter into a formal agreement setting forth the respective rights of the respective parties in and to said water system;

NOW THEREFORE, for and in consideration of the premises, and the terms and conditions of this agreement which are hereinafter set forth and specified, the parties hereto have by these presents, and do hereby grant, transfer and convey, each to the other, their respective rights and interest in said water system, and said parties do further agree that the rights herein conveyed shall be construed as covenants running with the land in favor of the owner of the respective tract of land hereinabove mentioned and referred to; and the terms and conditions which shall govern this agreement are as follows:

1. The Parties of the Second Part shall furnish the spring which lies on their respective tract of land and shall

keep and maintain the pipe lines which are used for their own purposes, and both of the parties hereto agree to share equally the costs and expenses necessary and incidental for the maintenance and repair of the pump which is in said spring or any other maintenance or repair which shall be necessary in order to provide a free source of water to each party at the source of said water.

2. The Party of the First Part agrees that he shall keep, maintain and repair the pipe lines and incidentals thereto which supply water to his respective tracts of land.

3. Each party shall have the right of ingress and egress upon the property of the other for the purpose of maintenance and repair of his respective water line.

4. Each party covenants with the other that they shall in no way hinder or interfere with the transmission of water through said pipe lines to the respective tracts of land hereinabove mentioned and referred to, or do anything which would in any way damage said water pipe line or restrict the flow of water therethrough.

IN WITNESS WHEREOF, We, the Parties hereto have hereunto set our hands, in duplicate, either of which copy may be treated as an original, this the year and day first above written.

Fred Walker
Fred Walker

A. T. Willis
A. T. Willis

Mary Willis
Mary Willis

STATE OF TENNESSEE
COUNTY OF WASHINGTON

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, Fred Walker, and A. T. Willis and wife, Mary Willis, 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 in the State and County aforesaid, this the 1st day of June, 1960.

Virginia Sparks
Notary Public

My commission expires:

April 8, 1963