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BOOK 5468 PAGE 210

EASEMENT CONTRACT

For and in consideration of the sum of One Dollar in hand paid to the undersigned, and other good and sufficient considerations, the receipt of which is hereby acknowledged, the undersigned, *Plough, Inc.* grant and convey unto the City of Memphis, acting through the Memphis Light, Gas & Water Division, and unto its successors and assigns, an easement or right-of-way to construct, maintain and operate one, or more, electric transmission or distribution line, or lines, consisting of a variable number of wires, and all necessary or desirable appurtenances (including towers or poles made of wood, metal, or other materials, telephons and telegraph wires, props, guys and anchor-ages, etc.) and one or more gas mains and one or more water mains or or near the location and along the general course now located and used and used by the said Memphis Light, Gas & Water Division, over, across, under and upon the following described lands belonging to the undersigned and situate in Shelby County, Tennessee, to-wit:

This easement is 25 feet wide across the unsold portion of a parcel of land conveyed to Plough Incorporated by deed of record and described in book 2358, page 37 and book 4787, page 64 of the Register's Office of Shelby County, Tennessee.

The center line of the easement is located as follows: Beginning at a point in the west line of the above described property a distance of 335.52 feet north of the northerly line of Jackson Avenue; thence south 37 degrees 02 minutes east a distance of 292.07 feet to a point in the northerly line of Jackson Avenue a distance of 204.8 feet northeastwardly from the west line of said property.

Also an easement 5 feet wide with the center line located as follows: Beginning at a point in the east line of Pope Street 1.5 feet north of the south line of Bell Avenue projected east; thence in an eastwardly direction 113.5 feet to a stake marked anchor located 1.5 feet north of the south line of Bell Avenue projected east.

Also an easement 5 feet wide with the center line located as follows: Beginning at a point in the south line of Bell Avenue projected east 1.5 feet west of the east line of Pope Street projected south; thence in a southwardly direction 143.5 feet to a stake marked anchor located 1.5 feet west of the east line of Pope Street projected south.

Also an easement 10 feet wide with the center line located as follows: Beginning at a point in the south line of a parcel of land conveyed to National Dairy Products Corporation by deed recorded in book 5081, page 189, a distance of 5 feet east of the east line of Pope Street (50 feet wide) thence in a southwardly direction a distance of 616.93 feet, more or less, to a point in the south line of Bell Avenue, projected east, a distance of 5 feet east of the east line of said Pope Street.

Property located on the northerly side of Jackson Avenue approximately 663 feet northeastwardly from the east line of Warford Street.

I, at any time the City of Memphis, acting through Memphis Light, Gas & Water Division, shall deem it expedient so to do, it may permit The Southern Bell Telephone and Telegraph Company or its associated and allied companies, its successors and assigns, to use the aforesaid poles jointly with the City of Memphis, acting through the Memphis Light, Gas & Water Division, and The Southern Bell Telephone and Telegraph Company, its associated allied companies and/or their successors and assigns, may be granted the right to construct, operate and maintain its lines of telephone and telegraph, and for general transmission of intelligence consisting of such wires, cables, conduits, guys, anchors and other fixtures and appurtenances as may from time to time be required across, under, over and upon the foregoing property, and the further right to trim or cut down all dead, weak and dangerous trees from time to time if such trees should be tall enough to fall into the line of such company.

TO HAVE AND TO HOLD the above described easement and rights unto the said City of Memphis, its successors and assigns, until said line or lines shall be abandoned, together with the reasonable right of ingress and egress over said lands or any adjacent lands of the undersigned to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wires, maintaining or removing said line or lines and appurtenances; including the right to re-locate along the same general direction of said line or lines, the right to remove from said lands such trees or parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said line or lines or appurtenances thereto, and including further the right of exercising all rights reasonably and properly incident to the rights hereby expressly granted.

And the undersigned, *Plough, Inc.* hereby warrant the above described easement and rights unto the said grantees, its successors and assigns against the lawful claims or demands of any or all persons claiming by, through or under the undersigned.

This 30th day of September, 1964.

Attest: *W. H. Hill*
Treasurer

Plough, Inc.
W. H. Hill
Vice President

STATE OF TENNESSEE }
COUNTY OF SHELBY }

On this 29th day of September, 1964, before me, *Paul E. Shuman*

the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared

H. B. Johnson and

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at Memphis, in the County aforesaid, on this day and year first above written.

My Commission expires: My Commission Expires January 24, 1967

Paul E. Shuman
Notary Public
316112

STATE OF TENNESSEE
COUNTY OF SHELBY

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Before me, H. R. Baker, Jr. the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared H. B. Selanow with whom I am personally acquainted, and who upon oath acknowledged himself to be the Vice President of the Blough Inc. the Vice President of the Blough Inc. the Vice President of the Blough Inc. and that he as such Vice President authorized to execute the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him self as Vice President and thereunto affixing the seal of said corporation, all of which the duty incumbent by said corporation.

WITNESSE my hand and Notarial seal, at Memphis Tenn in the County aforesaid, this 30 day of September 1964.

My Commission expires June 25, 1967.

H. R. Baker, Jr.
Notary Public



EASEMENT CONTRACT
NUMBER

CITY OF MEMPHIS

State Tax
Clerk's fee 15 cents

Total

Paid
Deputy County Court Clerk

STATE OF TENNESSEE
SHELBY COUNTY

Filed for registration 1964

at O'Block Mt. and noted in New Book
No. Page and was recorded

Page 19 in Record Book No.
Fee \$ paid

By D. R.

MANSON & SHERER, INC.

REGISTER
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