

This instrument was prepared by Charles B. Flora  
Harriman Utility Board, P. O. Box 434, Harriman, TN 37748

*File Copy*

**GAS EASEMENT**

Date: November 10, 1993

For and in full consideration of \$1.00 paid and other considerations, receipt of which is hereby acknowledged, we grant unto the Harriman Utility Board, operating agency for the City of Harriman, Tennessee, an easement described as follows;

A 15' strip lying 7.5' on either side of a gas line extending from Swan Pond Circle along a private drive to our existing residence located on property as hereinafter described.

for the purpose of installing, operating and maintaining, including rights of ingress and egress, a GAS LINE on and over our property in the First Civil District of Roane County, Tennessee, and described as follows;

Recorded in Deed Book Z-17, Page 266  
Referenced on Tax Map 27, Parcel 169 and on Tax Map 27M, Group A, Parcel 1.00

to serve our property and other property or properties.

It is understood and agreed that we will pay the sum of \$869.00 to the Harriman Utility Board before work is commenced. This amount includes four (4) gas tap fees, service charges, inspection fees and the estimated cost of labor and material. Furthermore, we will provide an open ditch line meeting the Harriman Utility Board's specifications for the purpose of installing the afore described Gas Line. We understand and agree that the monies paid and the labor we provide will give us no rights of ownership and that the Harriman Utility Board, or its future assigns, will be the sole owner of the line once installed.

This easement signed this 10th day of November 1993.

Signature of owners: D. Joe Christmas  
D. Joe Christmas  
Sharon Christmas  
Sharon Christmas

State of Tennessee  
Roane County  
Personally appeared before me, the undersigned, a Notary Public in and for said county, the within named bargainors D. Joe and Sharon Christmas 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 this 10th day of November 1993.  
My commission expires August 13, 1994  
Notary Public Edrick Ladd

GRANT OF ELECTRIC UTILITY LINE EASEMENT

For and in consideration of the sum of \$ 1.00, in hand paid, receipt of which is hereby acknowledged, the undersigned owner, sometimes herein referred to as Grantor, hereby grants and conveys unto the CITY OF HARRIMAN, TENNESSEE, for the use and benefit of The Harriman Utility Board, an arm of said City, herein sometimes referred to as Grantee, a perpetual easement over and across certain hereinafter described real estate, said easement being 30 feet in width, lying 15 feet on either side of the center line of a certain electric power distribution line being installed as located on said property at location known and agreed to by the parties hereto, which line is for the purpose of installing, operating and maintaining an electric distribution line, including rights of ingress and egress to and from said line for the purpose of clearing, repairing and doing whatever is necessary for efficient operation of said line, upon and over the following described property:

Situated in the FIRST Civil District of ROANE County, Tennessee, being that property owned by Grantor and referenced by deed, or deeds, of record in the Office of the Register for ROANE County, Tennessee, to which reference is here made.

See Deed Book Z-17, Page 266, Office of the Register for ROANE County, Tennessee.

The abovescribed line is to serve the abovescribed property and other property or properties.

This conveyance is made subject to the following restrictions, which shall run with the land:

A. No building or other structures, other than fences, will be constructed or located within the described easement area and no trees are to be planted within said easement area.

B. Initial right of way clearing shall be performed by the Grantor in the following manner:

All trees shall be removed and underbrush cleared so that the right of way will be clear from the ground up within the 30 ft. width. Trees bordering the right of way on either side shall be trimmed symmetrically unless otherwise specified. Dead trees located outside of the right of way but within proximity thereof, which would strike the line in falling, shall be removed. Leaning trees which would require topping, if not removed, shall either be removed or topped.

C. If underground facilities are to be installed, initial right of way clearing shall be performed by the Grantor in the following manner:

All trees shall be removed and underbrush cleared, with all stumps, rocks and other obstructions, removed and the easement graded to within two inches of final grade over the entire width of said required right of way.

D. The Grantee shall have the right to trim or cut any tree or shrub and at anytime remove any obstruction placed on said right of way to avoid interference with the safe and efficient operation of its facilities.

This instrument was prepared by George H. Lockett,  
Attorney, 315 Devonia St., P.O. Box 436,  
Harriman, TN 37748

D. JOE & SHARON CHRISTMAS  
SWAN POND CIRCLE

E. The Grantor reserves the right to use said easement area for any other purpose which would not interfere with the safe and proper construction, installation, operation, maintenance, alteration, repair or removal of the facilities of Grantee.

The Grantor certifies that he is the owner of the property aforescribed and has a good and perfect right to enter into this agreement and will defend the title to said property against the claims of all persons whomsoever.

Wherever herein a singular designation is made for more than one Grantor, it is agreed that all Grantors are included in said designation.

This 16 day of November, 19 93.

Signature of Owner or Owners

D. Joe Christmas  
D. JOE CHRISTMAS

Sharon Christmas  
SHARON CHRISTMAS

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STATE OF TENNESSEE  
COUNTY OF ROANE

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named bargainors, Sunny Joe and Sharon Christmas

with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 16 day of November, 19 93

Ladick Ladd  
Notary Public

My Commission Expires: 8-13-94.