THIS INSTRUMENT PREPARED BY JOEL E. PEARMAN, ATTORNEY AT LAW, HARRIMAN, TN 37748.

GAS LINE EASEMENT

This instrument made and entered into on this the 31^{54} day of \underline{July} , 1990, by and between <u>Thomas E. Scarborough</u> (and wife, Sarah H. Scarborough), hereinafter called Grantor, and The City of Harriman for the use and benefit of the Harriman Utility Board, Roane County, Tennessee, hereinafter called Grantee.

WITNESSETH

That for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, its successors and assigns, a perpetual easement upon the property hereinafter described for the purpose of laying, constructing, maintaining, operating, altering, replacing, inspecting, patrolling, servicing, repairing and removing pipeline(s) for the transportation of gaseous, liquid or other substances which may be transported through pipeline(s) under, upon and through the lands of Grantor situated in Roane County, Tennessee, within the City of Harriman, and identified on the Roane County Property Assessor's maps as part of Tax Map <u>46</u>, Group <u>N/A</u>, Control Map <u>46</u>, Parcel <u>66</u>, and being more particularly described as follows, to-wit:

Beginning at a point in the common line of Arnold and Scarborough, said point being 10 feet in a westerly direction from the common point of Arnold, Scarborough, and the State Route 29A right-of-way line, thence with the centerline of a 20 feet wide permanent easement parallel to the State Route 29A right-of-way line, 970 feet \pm to a point in the common line of Scarborough and Jordon, said permanent easement containing .45 acres \pm .

For title, reference is made to Deed Book Y, Series 13, Page 251, Register's Office of Roane County, Tennessee.

STATE OF TENNESSEE, ROANE COUNTY, REGISTER'S OFFICE This instrument and certificate were noted in Note Book D Page A at 200'clock and recorded in Rec Book A, Series S Rec. Fee \$ 2 - 0 State Tax \$ Regs Total \$ 2 0 Receipt No. _ 68 _, Series_____, Part 18, Fees. throse my hand. no fleste Kle

In addition, a temporary construction easement extending

fifteen (15) feet from the western boundary of the permanent

easement

______ shall exist for one (1) year

8

425

from the beginning of construction.

Grantor covenants that they are lawfully seized and possessed of the real estate described herein; that they have a good and lawful right to sell and convey the rights and privileges herein set forth and bind themselves, their heirs, executors, administrators, successors and assigns to warrant and forever defend the said premises herein conveyed against the lawful claims of all persons whomsoever.

Grantor reserves the right to fully use and enjoy the said premises for any purpose which will not interfere with the safe and proper installation, operation, maintenance, alteration, repair, replacement, or removal of the facilities of Grantee or its rights under this agreement.

Any noun, verb, pronoun, apositive or other word herein having gender or number shall be construed as having the same gender and number as indicated by the name(s) inserted in Paragraph 1 of this instrument.

IN WITNESS WHEREOF, Grantor(s) herein have affixed their signatures on this instrument on this the day and date first written above.

Thomas E. Scarborough

(Deceased) Sarah H. Scarborough

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, <u>Deceased</u> <u>Thomas E. Scarborough (and wife, Sarah H. Scarborough)</u>, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand at office this <u> 31^{st} </u> day of <u>July</u>, 1990.

<u>Charles B.</u> Hore III Notary Public

My Commission Expires: October 11, 1993

And the second s