

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 1
day of October, 1990, by and between Michael E. Scarbrough
, hereinafter called Grantor,
and The City of Harriman for the use and benefit of the Harriman
Utility Board, Roane County, Tennessee, hereinafter called Grantee.

W I T N E S S E T H

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 46, Group N/A, Control Map 46, Parcel 55, and being more particularly described as follows, to-wit:

An easement ten (10) feet on either side of a line which is further described as follows: Beginning at a point on the grantor's line with Trew which is 30 feet northwest of the right of way of State Highway 29A; thence approximately South 35 deg. East 26 feet to a point on a county road.

For title, reference is made to Deed Book G, Series 17, Page 232, Office of Register of Deeds for Roane County, Tennessee.

STATE OF TENNESSEE, ROANE COUNTY, REGISTER'S OFFICE
This instrument and certificate were noted in
Note Book 17 Page 261 at 9:25 O'clock PM, 1996
and recorded in Deed Book B, Series 18, Page 429
Rec. Fee \$ 2.00 State Tax \$ _____ Regs. Fee \$ _____
Total \$ 2.00 Receipt No. 68496
Witness my hand: _____

In addition, a temporary construction easement extending

_____ shall exist for one (1) year
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 oter 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.

Michael E. Scarbrough
Michael E. Scarbrough

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, Michael E. Scarbrough, 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 1 day of October, 1990.

Charles B. Flora III
Notary Public

My Commission Expires: Oct. 11, 1993