

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

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GAS LINE EASEMENT

This instrument made and entered into on this the _____ day of July 17, 1990, by and between Paul E. Clayton, Sr. and wife, Thelma Clayton, 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 72, and being more particularly described as follows, to-wit:

Beginning at a point in the common line of Griffith and Clayton, said point being 10 feet in a westerly direction from the common point of Griffith, Clayton, and the right-of-way line of State Route 29A, thence with the centerline of a 20 feet wide permanent easement parallel to the right-of-way line of State Route 29A 110 feet + to a point in the common line of Clayton and Cooley, said permanent easement containing .05 acres +.

For title, reference is made to Deed Book R, Series 7, Page 129, Register's Office of Roane County, Tennessee.

STATE OF TENNESSEE, ROANE COUNTY, REGISTER'S OFFICE

This instrument and certificate were noted in Note Book B, Page 24 at 9:25 O'clock A.M., 1991 and recorded in Deed Book B, Series 18, Page 412
Rec. Fee \$ 8.00 State Tax \$ _____ Regs. Fee \$ _____
Total \$ 8.00 Receipt No. 108496

Witness my hand. Marie M. Crowe Register
By Anna J. Caste

In addition, a temporary construction easement extending fifteen (15) feet from the western edge of the permanent easement _____ shall exist for one (1) year from the beginning of construction.

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386

412

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.

Paul E. Clayton, Sr.
Paul E. Clayton, Sr.

Thelma Clayton
Thelma Clayton

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, Paul E. Clayton, Sr. and wife, Thelma Clayton, 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 17th day of July, 1990.

Charles B. Zona III
Notary Public

My Commission Expires: October 11, 1993