

This Instrument Prepared By:  
State of Tennessee  
Planning and Development  
1700 James K. Polk Building  
Nashville, TN 37219-5181

#256

GAS LINE EASEMENT

This easement is entered into this 29<sup>TH</sup> day of MARCH, 19 88 by and between the State of Tennessee (hereinafter, "State") and Harriman Utility Board (hereinafter, the "Utility").

WHEREAS, Tennessee Code Annotated § 12-2-112 authorizes the Commissioner of Finance and Administration, with the approval of the Governor and the Attorney General to grant such easements as are necessary to provide services for the benefit of the State and general public; and,

WHEREAS, the Utility, its employees and agents, desire to install, operate, and maintain a permanent gas line across state land; and,

WHEREAS, the State of Tennessee acquired the following described property by Warranty Deed, recorded in Deed Book U, Series 8, Page 517 in the Register's Office, Roane County, Tennessee.

Being a strip of land lying in Roane County, Tennessee, and within the boundary of the Tennessee National Guard property at Harriman, Tennessee, said land being a permanent gas line easement having a total width of 10.0 feet, more or less, and being more particularly described as follows:

Starting at the Northeast corner, proceed S8 degrees 00' E, 74.22 feet to the point of beginning (POB); thence, S51 degrees 49' W, 318.73; thence S23 degrees E, 43.82 feet; thence N87 degrees E, 10.0 feet; thence N23 degrees W, 36.18 feet; thence N51 degrees 49' E, 303.27 feet; thence N8 degrees W, 11.56 feet to the (POB).

Containing 0.08 acres, more or less.

NOW, THEREFORE, the State for and in consideration of the benefit which will accrue, hereby conveys to the Utility, without consideration, a permanent easement for the installation, operation and maintenance of a permanent gas line on the above described property.

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PROVIDED, HOWEVER, should the Utility cease or fail to use the property for the installation, operation and maintenance of a permanent gas line, the property shall revert back to the State, and;

It is agreed that in case any action at law or suit in equity may or shall be brought against the State, for or on account of the failure, omission or neglect of the Utility or its agents or employees, in the installation, operation or maintenance of a permanent gas line within the proposed easement or other use of the same by the Utility, its agents or employees, or for any injury or damage caused by the neglect or alleged neglect of the Utility, its agents or employees, the Utility shall indemnify and hold harmless the State of Tennessee from all loss, cost, damage, expense judgment, or decrees whatsoever arising out of such actions or suits that may be brought as aforesaid.

It is further agreed that:

1. The Utility will provide the State (National Guard Armory at Harriman) sufficient gas to expand its present needs three (3) times without cost.
2. The Utility will relocate the gas line at no cost to the State should the need ever arise.

IN WITNESS WHEREOF, the signature of the State of Tennessee has been hereunto affixed by the Commissioner of Finance and Administration with the approval of the Governor and of the Attorney General as evidenced by their signatures hereunto affixed this the 29TH day of MARCH, 1988.

STATE OF TENNESSEE

David L. Mining  
Commissioner  
Finance and Administration

APPROVED:

Ned McWhorter  
Governor

[Signature]  
Attorney General

HARRIMAN UTILITY BOARD

Homer Harmon  
Chairman

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STATE OF TENNESSEE  
COUNTY OF DAVIDSON

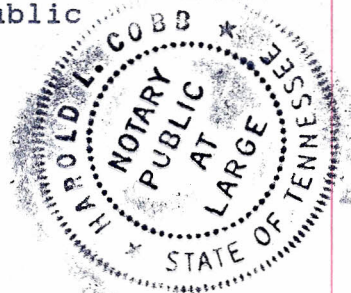
Before me, the undersigned, of the State and County aforesaid, personally appeared David L. Manning, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Commissioner of Finance and Administration, and that he as such Commissioner, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the State of Tennessee by himself as Commissioner.

Witness my hand and seal at office in Nashville, this 29<sup>TH</sup> day of MARCH, 19 88.

Harold L. Cobb  
Notary Public

My Commission Expires:

March 11, 1991



STATE OF TENNESSEE  
COUNTY OF ROANE

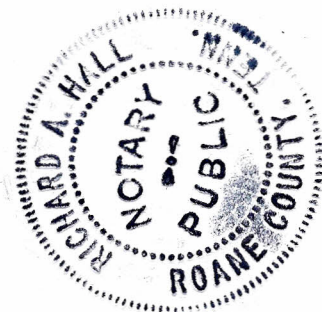
Before me, the undersigned, of the State and County aforesaid, personally appeared Homer Harmon with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Chairman of the Harriman Utility Board, and that he as such Chairman, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the Harriman Utility Board by himself as Chairman.

Witness my hand and seal at office in Harriman, TN, this 29 day of February, 19 80.

Richard A. Hall  
Notary Public

My Commission Expires:

March 7, 1989



STATE OF TENNESSEE, ROANE COUNTY REGISTER'S OFFICE

This instrument and certificate were noted in Note Book P Page 207 at 10:20 O'clock A M. 5-12 19 88 and recorded in Deed Book V Series 17, Page 661  
Rec. Fee \$ 12.00 State Tax \$ \_\_\_\_\_ Regs. Fee \$ \_\_\_\_\_  
Total \$ 12.00 Receipt No. 42944  
Witness my hand.

Marie M. Crane Register  
By: Marlene Henry