

gas

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

79
GAS LINE EASEMENT

This instrument made and entered into on this the 4 day of June, 1990, by and between John E. Trew, Sarah L. Trew, Billy Trew, First American Bank, and Sovran Bank Eastern, 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 36, Group N/A, Control Map 36, Parcel 21, and being more particularly described as follows, to-wit:

Beginning at a point 25 feet in a southerly direction from the common line of Turpin and Trew said point being 15 feet in a westerly direction from the western right-of-way line of State Route 29A, thence with the centerline of a 30 feet wide permanent easement parallel to the right-of-way line of State Route 29A 440 feet + to a point in the common line of Trew and the right-of-way line of Ladd Road, said permanent easement containing .20 acres +.

For title, reference is made to Deed Book P, Series 17, Page 690, 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 20 at 9:25 O'clock A M. 10-5-91, 1991 and recorded in Deed Book B, Series 18, Page 403
Rec. Fee \$ 12.00 State Tax \$ _____ Regs. Fee \$ _____
Total \$ 12.00 Receipt No. 68496

Witness my hand. [Signature] Register
[Signature]

In addition, a temporary construction easement extending ten (10) feet from the western edge of the permanent easement shall exist for one (1) year from the beginning of construction.

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372 215

403

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.

Sovran Bank Eastern and First American Bank (formerly First National Bank & Trust Company) join in this conveyance for the purpose of consenting to said easement due to their interests in said property by virtue of deeds of trust recorded in Trust Book 440, Page 354, and Trust Book 423, Page 73, respectively, Office of the Register of Deeds for Roane County, Tennessee.

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) have affixed their signatures on this instrument on this the day and date first written above.

FIRST AMERICAN BANK

John E. Trew
John E. Trew

BY Berney P. Dickey Asst. VP
(Title)

SOVRAN BANK EASTERN

Sarah L. Trew
Sarah L. Trew

BY Billy Trew Asst. V.P.
(Title)

Billy Trew
Billy Trew

404

STATE OF TENNESSEE
COUNTY OF ROANE

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, John E. Trew, Sarah L. Trew, and Billy Trew, with whom I am personally acquainted and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand at office this 4 day of June, 1990.

Richard A. Hall
Notary Public

My Commission Expires: January 12, 1993



STATE OF TENNESSEE
COUNTY OF ROANE

Before me, Richard A. Hall, a Notary Public in and for said county and state, personally appeared JERRY D. JOLLEY, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the ASSISTANT V.P. of the First American Bank, the within named bargainer, a corporation, and that He as such ASSISTANT V.P., being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by JERRY D. JOLLEY as ASSISTANT V.P.

Richard A. Hall
Notary Public

My Commission Expires: January 12, 1993



STATE OF TENNESSEE
COUNTY OF ROANE

Before me, Richard A. Hall, a Notary Public in and for said county and state, personally appeared BARNEY P. DICKEY, with whom I am personally acquainted and who, upon oath, acknowledged BARNEY DICKEY to be the Assistant V.P. of Sovran Bank Eastern, the within named bargainer, a corporation, and that He as such Assistant V.P., being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by Barney P. Dickey as Assistant V.P.

Richard A. Hall
Notary Public

My Commission Expires: January 12, 1993



405