filed electronically in docket office on 10/17/14



Henry Walker Direct: 615.252.2363 Fax: 615.252.6363 hwalker@babc.com

October 17, 2014

Sharla Dillon Tennessee Regulatory Authority 502 Deaderick Street 4th Floor Nashville, TN 37243

Re:

Response of Applicant to Oral Data Request from the TRA Staff

Docket No. 13-00151

Dear Sharla:

Please accept for filing in the above-captioned docket the response of the applicant to an oral data request from the TRA Staff.

The Staff has asked to see the easement contracts of landowners who are taking gas from B&W Pipeline.

There are a total of eight such contracts. Four of them (Scott, Masiongale, Burns, and Robbins/Smith) state that the pipeline will furnish the landowner free gas for domestic usage in exchange for easement rights. Two (Smith and Wojtasiak) state that the pipeline will furnish gas in exchange for easement rights only if the wells on the landowners' property are not producing gas. Two (Phillips and Kreis) make no mention of free gas, but the landowners continue to take gas and claim that other documents, which they cannot produce, permit them to do so.

Since these landowners are taking gas only as payment for easement rights pursuant to these easement contracts, these are not jurisdictional customers of B&W Pipeline, which neither offers nor provides retail gas service.

Please call me at 615-252-2363 if you have any questions.

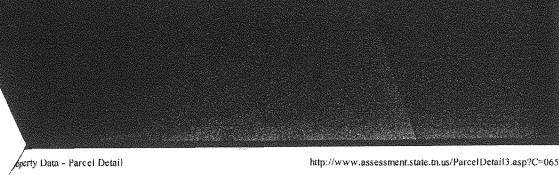
Sincerely,

BRADLEY ARANT BOULT CUMMINGS LLP

By:

Henry Walker

HW/mkc Enclosure



State of Tennessee Comptroller of the Treasury **Real Estate Assessment Data**

County Number: 065

County Name: MORGAN

Tax Year: 2010

S/I: 000

Property Owner and Mailing Address

Jan 1 Owner: WILSON RAY F 357 TWIN BRIDGE RD DEER LODGE, TN 37726

Property Location

Address: TWIN BRIDGE RD

Map: 062 Grp: Ctrl Map: 062 Parcel: 002.08

Value Information

Reappraisal Year: 2006

Land Mkt Value: \$78,500 Land Use Value: \$17,100

Improvement Value: Improvement Value: Total Market Appraisal: \$78,500 Total Use Appraisal: \$17,100

Assessment %:

Assessment: \$4,275

General Information

11 -Class: AGRICULTURAL

City #: 000 City:

SSD1: 000 SSD2: 000

District: Mkt Area: M01

Bldgs: # Mobile Homes: 0

3 -**Utilities - Water:** 3 - INDIVIDUAL **Utilities - Sewer:**

Utilities - Elec: 1 - PUBLIC Utilities - Gas: 0 - NONE

INDIVIDUAL

RIGHT OF WAY AGREEMENT

We the undersigned being the legal owner of the within described real estate, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid the receipt of which is hereby acknowledged and in consideration of the Mutual covenants and agreements herein contained, do hereby grant, bargin, sell and convey unto the B. and W. Oil Co., its successors and assigns a perpetual right of way easement 30 feet in width, upon the property hereinafter described, for the purpose of locating, constructing, maintaining, patroling, operating, repairing, altering, changing size of and removing pipe lines, together with fittings and appliances appurtenant to and necessary to the proper construction, maintenance and operation of such pipe line for the transportation of oil and gas, and petroleum products, under, upon, over and through the lands of the undersigned, grantors, situated in the Civil District of MORGAN County, Tennessee, and bounded as follows:

North by land of WILLIAM IVEY, LARRY DUNCAN, M.C. KREIS
West by lands of LARRY DUNCAN, LEWIS T. HOWARD

South by lands of M.C. KREIS, RAMEY LAVENDER, CAROLYN
ANDERSON,
East by lands of BENNY PELC, M.C. KREIS, S.G. RAWS

THIS ACREEMENT INCLUDES THOSE LANDS DESCRIBED IN THAT CERTAIN WARRAUTY DEED DATED APRIL 1,1972, RECORDED IN DEED BOOK "H", SERIES 6, PACES 367, 362, 769.

It is agreed that the B. & W. Oil Co., will transport any gas produced from gas wells situated on the foregoing real estate through their pipe lines to any connecting lines at the prevailing charge for transportation and compression at the time the connection is made.

The B. and W. Oil Company, its successors or assigns, shall have all rights and benefits necessary and conveient for the full enjoyment or use of the rights herein granted, including, without limiting the same, to the free rights of engress and egress over and across said land to and from the right of way easement. By will co. Acres TD FURNISH GAS FOR DOMESTIC PURPOSES TO GRANTOR IN THE EVENT NO GAS IS PRODUCED IN THE WELLS DRILLED OR TO BE DRILLED ON THE ABOVE DESCRIBED LANDS.

37h.

JAMES W. JUHES, Register

unto the said B. and W. Oil Company, its successors and assigns, until such pipe lines be constructed and so long thereafter as a pipe line is maintained thereon. The undersigned covenant that they are lawfully seized and possessed of said real estate, above described; that they have a good lawful right to sell and convey the rights and privileges herein set forth and bind themselves, their heirs, executors and administrators, successors and assigns to warrant and forever defend the said premises, herein conveyed against the lawful claims for all persons whomsoever.

The undersigned, their heirs or assigns reserves the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted; provided, however, that the B. and W. Oil Company or its assigns shall have the right from time to time to cut and keep clear all trees, undergrowth and other obstructions on said right of way and easement that may injure; endanger or interfere with the use of said pipe line or pipe lines or fittings and appliances appurtenant to any of said lines.

It is mutually understood and agreed that this agreement as written covers all the agreements and stipulations between the parties and that no representations or statements verbal or written have been made modifying, adding to, or changing the terms hereof.

IN TESTIMONY WHEREOF, the undersigned herein have executed this conveyance this 3th day of october, 1979.

The second of th

STATE OF TENNESSEE

COUNTY OF MORGAN

Personally appeared before me the undersigned a Notary Public in and for the State and County, aforesaid, the within named BERNARD L. WOJTASIAK bargainor with whom I am personally acquainted, and who acknowledged that they

executed the within instrument for the purposes therein contained. WITNESS my hand and official seal at office on this the

3rd day of October

My Commission Expires: 4-10-83

B. AND W. OIL COMPANY

recarsti Walcade ACCEPTED:

TATE OF TENNESSEE, MORGAN COUNTY

The foreging instrument and certificate were noted in those Book A Page 8.2 At 21th Crotock M.4-1/ 19.83 and recorded in Anglacock # Spriss 2 Page 6.50 State Tax Poid \$ From Recording Fee 2.50 Total \$ 9.00 Witness My Hand.

Receipt No.

JAMES W. JONES Register

County Number: 065

County Name: MORGAN

Tax Year: 2010

Property Owner and Mailing Address

Jan 1 Owner: BURNS AMY ROSE & JAMES F 1516 CHUMLEY HOLLOW RD WATERTOWN, TN 37184

Property Location

Address: NASHVILLE HWY 4059

Map: 072 Grp: Ctrl Map: 072 Parcel: 019.00 Pl: S/I: 000

Value information

Reappraisal Year: 2006

Land Mkt Value: \$131,100 Land Use Value: \$27,500

Improvement Value: \$27,400 Improvement Value: \$27,400

Total Market Appraisal: \$158,500 Total Use Appraisal: \$54,900

Assessment % 25

Assessment: \$13,725

General Information

Class: AGRICULTURAL

City #: 000 City:

SSD1: 000 SSD2: 000

District: 07 Mkt Area: M01

Bldgs: 1 . # Mobile Homes: 0

Utilities - Water: 3 - INDIVIDUAL Utilities - Sewer: INDIVIDUAL

Utilities - Elec: 1 - PUBLIC Utilities - Gas: 0 - NONE

RIGHT OF WAY AGREEMENT

We the undersigned being the legal owner of the within described real estate, for and in consideration of the sum of Ten Dollars (10.00) cash in hand paid the receipt of which is hereby acknowledged and in consideration of the Mutual covenants and agreements herein contained, do hereby grant, bargin, sell and convey unto the B. and W. Oil Co., its successors and assigns a perpetual right of way easement 30 feet in width, upon the property hereinafter described, for the purpose of locating, constructing, maintaining, patroling, operating, repairing, altering, changing size of and removing pipe lines, together with fittings and appliances appurtenant to and necessary to the proper construction, maintenance and operation of such pipe line for the transportation of oil and gas, and pettroeum products, under, upon, over and through the lands of the undersigned, grantors, situated in the Civil District of Morgan County, Tennessee, and bounded as follows:

North by lands of Ozelle Cole, Russell & Sheila Durham
West by lands of Perle Branstetter
South by lands of Perle Branstetter
East by lands of Sophie Pelc, Peter Peltz
It is agreed that the B. & W. Oil Co., will transport any gas

produced from gas wells situated on the foregoing real estate through their pipe lines to any connecting lines at the prevailing charge for bransportation and compression at the time the connection is made.

The B. and W. Oil Company, its successors or assigns, shall have all rights and benefits necessary and conveient for the full enjoyment or use of the rights herein granted, including, without limiting the same, to the free rights of engress and egress over and across said land to and from the right of way easement. All other matters of agreement are reflected in a document marked Exhibit "A" and withheld from record but to which reference is here made for said agreement.

-

the said B. and W. Oil Company, its successors and assigns, until such pipe lines be constructed and so long thereafter as a pipe line is maintained thereon. The undersigned covenant that they are lawfully seized and possessed of said real estate, above described; that they have a good lawful right to sell and convey the rights and privileges herein set forth and bind themselves, their heirs, executors and administrators, successors and assigns to warrant and forever defend the said premises, herein conveyed against the lawful calims for all persons whomsoever.

The undersigned, their heirs or assigns reserves the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted; provided, however, that the B. and W. Oil Company or its assigns shall have the right from time to tome to cut and keep clear all trees, undergrowth and other obstructions on said right of way and easement that my injure, endanger or interfere with the use of said pipe line or pipe lines or fittings and appliances appurtenant to any of said lines.

It is mutually understood and agreed that this agreement as written covers all the agreements and stipulations between the parties and that no representations or statements verbal or written have been made modifying, adding to, or changing the terms hereof.

IN TESTIMONY WHEREOF, the undersigned herein have executed this conveyance this $24^{\frac{5}{2}}$ day of <u>November</u>, $19\overline{79}$.

The Residence of the Control of the

Sund T. Walczel

- 1. B & W OIL CO, AGREES to install pipe line along the West line of grantor's property.
- 2. Grantor shall receive the proceeds from the sale of any timeber cut because of the installation of the pipe line. B. & W. OIL CO. agrees to cut only such timber as may be necessary to install pipe line.
- 2. After installation of pine line R & W OIL_CO. Agrees to return land to its original condition.
- A. B & W OIL CO. agrees to furnish gas to grantor's dwelling for domestic purposes.
- 5. In addition to the Right of Way for pipeline purposes given by this instrument Grantor further agrees to allow B & W OIL CO. use of the existing road now extending to Grantors' South line. This read shall be used only for engress and egress to metering station at East Tennessee Natural Gas pipe line. B & W OIL CO. agrees to maintain said road at its own expense and not to use pipe line Right of Way for purpose of engress and egress.

APPROVED: 24th November 1979

HAW OLL CO. MUKYL

County Number: 065

County Name: MORGAN

Tax Year: 2010

Property Owner and Mailing Address

Jan 1 Owner:

JUNKER CHARLES P ETUX LIND A D 190 MEISTER HILLS RD DEER LODGE, TN 37726

Property Location

Address: MEISTER HILLS RD

Map: 031 Grp: Ctrl Map: 031 Parcel: 032.01 Pl: S/I: 000

Value Information

Reappraisal Year: 2006

Land Mkt Value: \$68,200 Land Use Value: \$9,400

Improvement Value: \$21,400 Improvement Value: \$21,400

Total Market Appraisal: \$89,600 Total Use Appraisal: \$30,800

Assessment %: 25

Assessment: \$7.700

General Information

Class: AGRICULTURAL

City #: 000 City:

SSD1: 000 **SSD2**: 000

District: 06 Mkt Area: M01

Bldgs: 0 # Mobile Homes: 0

Utilities - Water: 3 - INDIVIDUAL Utilities - Sewer:

INDIVIDUAL

Utilities - Elec:1 - PUBLICUtilities - Gas:0 - NONE

大きがらな O James wife new majores. CICL & Klas Received for record the Thee. 1-12-1994 VIBOR assign

JAMES W. JONES,

RIGHT OF WAY AGREEMENT

We the undersigned being the legal owner of the within described real estate, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid the receipt of which is hereby acknowledged and in consideration of the Mutual covenants and agreements herein contained, do hereby grant, bargin, sell and convey unto the B. and W. Oil Co., its successors and assigns a perpetual right of way easement 30 feet in width, upon the property hereinafter described, for the purpose of locating, constructing, maintaining, patroling, operating, repairing, altering, changing size of and removing pipe lines, together with fittings and appliances appurtenant to and necessary to the proper construction, maintenance and operation of such pipe line for the transportation of oil and gas, and petroleum products, under, upon, over and through the lands of the undersigned, grantors, situated in the $ar{\omega}$ Civil District of MORGAN County, Tennessee, and bounded as Efollows: North by land of WALTER BLACHAK

North by land of WALTER BLACHAK, MARTHH
GERARD

West by lands of R.E. ANDREWS

South by lands of EARL SCOTT, GERALD LETNER

East by lands of DWAYNE SCOTT, DANNY REGULTINES

MARTHA GERRARD

It is agreed that the B. & W. Oil Co., will transport any gas produced from gas wells situated on the foregoing real estate through their pipe lines to any connecting lines at the prevailing charge for transportation and compression at the time the connection is made.

The B. and W. Oil Company, its successors or assigns, shall have all rights and benefits necessary and conveient for the full enjoyment or use of the rights herein granted, including, without limiting the same, to the free rights of engress and egress over and across said land to and from the right of way easement.

BY WOIL CO. AGREES TO REPLACE ANY FENCES I TO PAY THE VALUE OF ANY THERE REMOVED IN MISTROMA

1000 1100

unto the said B. and W. Oil Company, its successors and assigns, until such pipe lines be constructed and so long thereafter as a pipe line is maintained thereon. The undersigned covenant that they are lawfully seized and possessed of said real estate, above described; that they have a good lawful right to sell and convey the rights and privileges herein set forth and bind themselves, their heirs, executors and administrators, successors and assigns to warrant and forever defend the said premises, herein conveyed against the lawful claims for all persons whomsoever.

The undersigned, their heirs or assigns reserves the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted; provided, however, that the B. and W. Oil Company or its assigns shall have the right from time to time to cut and keep clear all trees, undergrowth and other obstructions on said right of way and easement that may injure, endanger or interfere with the use of said pipe line or pipe lines or fittings and appliances appurtenant to any of said lines.

It is mutually understood and agreed that this agreement as written covers all the agreements and stipulations between the parties and that no representations or statements verbal or written have been made modifying, adding to, or changing the terms hereof.

IN TESTIMONY WHEREOF, the undersigned herein have executed this conveyance this 2ad day of MARCH, 19%1.

Alta Phillips

STATE OF TENNESSEE

COUNTY OF MORGAN

Personally appeared before me the undersigned a Notary

Public in and for the State and County, aforesaid, the within named

bargainor FOE E. PHILLIPS & STELLA PHILLIPS

with whom I am personally acquainted, and who acknowledged that they

executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office on this the 2md day of MARCH, 1987.

Joerand T. Waleysk.
NOTARY PUBLIC OS

My Commission Expires: 4-10-83

SEAL B. AN

B. AND W. OIL COMPANY

ACCEPTED: Nevert T. Wilings

STATE OF TENNESSEE, MORGAN COUNTY

The foregoing instrument and certificate were noted in Note Book A. Page AAI Colock A. 2-/19 83 and recorded in Authority Book A. Series Page 309 Tax Paid 5 / Fee Recording Fee Total 5 / 000

Witness My Hand, Receipt No. 25575

JAMES W. JONES
Register

sec property Data - Parcel Detail

http://www.assessment.state.tn.us/ParcelDetail3.asp?C=065

State of Tennessee Comptroller of the Treasury Real Estate Assessment Data

County Number: 065

County Name: MORGAN

Tax Year: 2010

Property Owner and Mailing Address

Jan 1 Owner: SCOTT EARL D ETUX BARBARA J 160 MEISTER HILLS RD DEER LODGE, TN 37726

Property Location

Address: MEISTER HILLS RD 160

Map: 031 Grp: Ctrl Map: 031 Parcel: 031.00 Pl: S/I: 000

Value Information

Reappraisal Year: 2006

Land Mkt Value: \$322,400 Land Use Value: \$67,800

Improvement Value: \$45,900 Improvement Value: \$45,900

Total Market Appraisal: \$368,300 Total Use Appraisal: \$113,700

Assessment %: 25

Assessment: \$28,425

General Information

Class: 11 - AGRICULTURAL

City #: 000 City:

 SSD1:
 000
 SSD2:
 000

 District:
 06
 Mkt Area:
 M01

#Bldgs: 1 #Mobile Homes: 0

Utilities - Water: 3 - INDIVIDUAL Utilities - Sewer: 3 - INDIVIDUAL

Utilities - Elec: 1 - PUBLIC Utilities - Gas: 0 - NONE

RIGHT OF WAY AGREEMENT

We the undersigned being the legal owner of the within described real estate, for and in consideration of the sum of Ten Bollars (\$10.00) cash in hand paid the receipt of which is hereby acknowledged and in consideration of the Mutual covenants and agreements herein contained, do hereby grant, bargin, sell and convey unto the B. and W. Oil Co., its successors and assigns a perpetual right of way easement 30 feet in width, upon the property hereinafter described, for the purpose of locating, constructing, Egintaining, patroling, operating, repairing, altering, changing size of and removing pipe lines, together with fittings and appliances appurtenant to and necessary to the proper construction, maintenance and operation of such pipe line for the transportation of oil and gas, and petroleum products, under, upon, over and through the lands of the undersigned, grantors, situated in the Civil District of MORGAN County, Tennessee, and bounded as follows:

North by land of TOE PHILLIPS

West by lands of MATTI OLMSTEAD, FLOSSIE OLMSTEAD, MAXINE
South by lands of TOHNDY HALL, CLAYTON HAPTIN

East by lands of GARY ROGERS ET AL

It is agreed that the B. & W. Oil Co., will transport any gas produced from gas wells situated on the foregoing real estate through their pipe lines to any connecting lines at the prevailing charge for transportation and compression at the time the connection is made.

The B. and W. Oil Company, its successors or assigns, whall

in all rights and benefits necessary and conveient for the full enjoy—

the same, no the frace rights of engrees and egrees over and across said

in the and firm the right of way massment.

FOR DOMESTIC PURPOSES TO CRANTON. BUT WELL CO.

AGRETTO RUE GAS W. TO GRANDO'S RE SMEE ELS

JAMES W. JONES, Replain

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TO HAVE AND TO HOLD the said right of way and exsement unto the said B and W. Oil Company, its successors and assigns, until such pipe lines be constructed and so long thereafter as a pipe line is maintained thereon. The undersigned covenant that they are lawfully seized and possessed of said real estate, above described; that they have a good lawful right to sell and convey the rights and privileges herein set forth and bind themselves, their heirs, executors and administrators, successors and assigns to warrant and forever defend the said premises, herein conveyed against the lawful claims for all persons whomsoever.

The undersigned, their heirs or assigns reserves the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted; provided, however, that the B. and W. Oil Company or its assigns shall have the right from time to time to cut and keep clear all trees, undergrowth and other obstructions on said right of way and easement that may injure, endanger or interfere with the use of said pipe line or pipe lines or fittings and appliances appurtenant to any of said lines.

It is mutually understood and agreed that this agreement as written covers all the agreements and stipulations between the parties and that no representations or statements verbal or written have been made modifying, adding to, or changing the terms hereof.

IN TESTIMONY WHEREOF, the undersigned herein have executed this conveyance this 14° day of MARCH, 1981.

+ Barbara J Scott

STATE OF TENNESSEE
COUNTY OF MORGAN

Public in and for the State and County, aforesaid, the within named bargainor EARL D. SCOTT & BARBARA I. SCOTT, HIS WIFE with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office on this the

NOTARY PUBL

My Commission Expires: 4-10-83

SEAL

B. AND W. OIL COMPANY

ACCEPTED: Reind T. Walgel

STATE OF TENNESSEE, MORGAN COUNTY

the Book Pace S At J. School Pace 10 Pace S At J. School Pace S Pace S At J. School Pace Pace S Pace

Lite Tex Paid Fig. Fee:

Receipt No. 18433

JAMES W. JONES
Register

County Number: 065

County Name: MORGAN

Tax Year: 2010

Property Owner and Mailing Address

Jan 1 Owner:

KREIS MC ETUX COREENE 274 TWIN BRIDGE RD DEER LODGE , TN 37726

Property Location

Address: TWIN BRIDGE RD 274

Map: 062 Grp: Ctrl Map: 062 Parcel: 004.00 Pl: S/I: 000

Value Information

Reappraisal Year: 2006

Land Mkt Value: \$146,400 Land Use Value: \$31,400

Improvement Value: \$46,700 Improvement Value: \$46,700

Total Market Appraisal: \$193,100 Total Use Appraisal: \$78,100

Assessment %: 25

Assessment: \$19,525

General Information

Utilities - Water:

Class: AGRICULTURAL

City #: 000 City:

3 - INDIVIDUAL .

SSD1: 000 **SSD2:** 000

District: 07 Mkt Area: M01

Bldgs: # Mobile Homes: 1

INDIVIDUAL

Utilities - Sewer:

Utilities - Elec: 1 - PUBLIC Utilities - Gas: 0 - NONE

3 -

RDH2 661

RIGHT OF WAY AGREEMENT

We the undersigned being the legal owner of the within described real estate, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid the receipt of which is hereby acknowledged and in consideration of the Mutual covenants and agreements herein contained, do hereby grant, bargin, sell and convey unto the B. and W. Oil Co., its successors and assigns a perpetual right of way easement 30 feet in width, upon the property hereinafter described, for the purpose of locating, constructing, maintaining, patroling, operating, repairing, altering, changing size of and removing pipe lines, together with fittings and appliances appurtenant to and necessary to the proper construction, maintenance and operation of such pipe line for the transportation of oil and gas, and petroleum products, under, upon, over and through the lands of the undersigned, grantors, situated in the Civil District of MoRGAN County, Tennessee, and bounded as follows:

North b	y land	of_	BERNA	IRD	h.	WOIT	TASIAK,	BENI	N P	575
West by	lands	of_	LEWIS	7.	1401	JARD				
South b	y land	s of	BERNA	PD.	<u>L.</u>	พอรา	ASIAK,	S.G.	RAIN	<u>′S</u>
East by	lands	of	VERA	BALL	<u>EY</u>	, F. L	J. HOL	YES		
						•				

It is agreed that the B. & W. Oil Co., will transport any gas produced from gas wells situated on the foregoing real estate through their pipe lines to any connecting lines at the prevailing charge for transportation and compression at the time the connection is made.

The B. and W. Oil Company, its successors or assigns, shall have all rights and benefits necessary and conveient for the full enjoyment or use of the rights herein granted, including, without limiting the same, to the free rights of engress and egress over and across said land to and from the right of way easement.

Received for record the 2/2/ day of April 1980 at 2 o'clock P M

JAMES W. JONES, Register

6000

TO HAVE AND TO HOLD the said right of way and easement unto the said B. and W. Oil Company, its successors and assigns, until such pipe lines be constructed and so long thereafter as a pipe line is maintained thereon. The undersigned covenant that they are lawfully seized and possessed of said real estate, above described; that they have a good lawful right to sell and convey the rights and privileges herein set forth and bind themselves, their heirs, executors and administrators, successors and assigns to warrant and forever defend the said premises, herein conveyed against the lawful claims for all persons whomsoever.

The undersigned, their heirs or assigns reserves the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted; provided, however, that the B. and W. Oil Company or its assigns shall have the right from time to time to cut and keep clear all trees, undergrowth and other obstructions on said right of way and easement that may injure, endanger or interfere with the use of said pipe line or pipe lines or fittings and appliances appurtenant to any of said lines.

It is mutually understood and agreed that this agreement as written covers all the agreements and stipulations between the parties and that no representations or statements verbal or written have been made modifying, adding to, or changing the terms hereof.

IN TESTIMONY WHEREOF, the undersigned herein have executed this conveyance this $3! \stackrel{\triangle}{=} day$ of 0 ctober, 1979.

* Corine Kren

STATE OF TENNESSEE

COUNTY OF MORGAN

Personally appeared before me the undersigned a Notary

Public in and for the State and County, aforesaid, the within named bargainor M.C. KRES 4 CORINE KRES, HIS WIFE

with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office on this the

My Commission Expires: 4-10-83

SPERAL B. AND W. OIL COMPANY

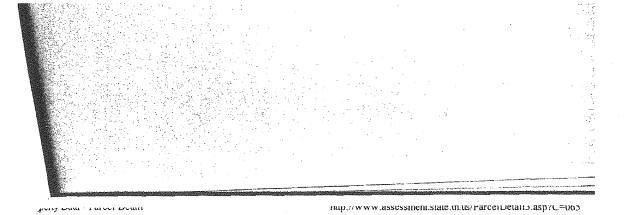
ACCEPTED? Plead 1. Walczak

OF TELLOW

STATE Or LENGESSLE, NO LAW COUNTY

The foreging instrument and certificate were noted in the Book 1. Page 82. At 2.20 o'clock M. H. = 2/19.50 or recorded in Aug. 2.800k # , Series 2. Page 65.766/ te Tax Poid \$ Fee Recording Fee? Total \$ 9.00 itness My Hand.

JAMES W. JONES Register



State of Tennessee Comptroller of the Treasury
Real Estate Assessment Data

County Number: 065

County Name: MORGAN

Tax Year: 2010

Property Owner and Mailing Address

Jan 1 Owner: GILLIAM DONALD ETUX FAYE P O BOX 463 DEER LODGE, TN 37726

Property Location

Address: GATEWOOD FORD RD 2530

Map: 015 Grp: Ctrl Map: 015 Parcel: 007.00 Pl: S/I: 000

Value Information

Reappraisal Year: 2006

Land Mkt Value: \$173,100 Improvement Value: \$82,000

Total Market Appraisal: \$255,100

Assessment %: 25

Assessment: \$63,775

General Information

Class: 10 - FARM

City #: 000 City:
SSD1: 000 SSD2:

 SSD1:
 000
 SSD2:
 000

 District:
 06
 Mkt Area:
 M01

#Bldgs: 1 #Mobile Homes: 2

Utilities - Water: 3 - INDIVIDUAL Utilities - Sewer:

Utilities - Elec: 1 - PUBLIC Utilities - Gas: 0 - NONE

THIS INSTRUMENT WAS PREPARED BY:

GERARD T. WALCZAK P.O. BOX. 98 DEER LODGE, TN 37726

RIGHT OF WAY AGREEMENT

We, the undersigned, being the legal owner of the within described real estate, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants and agreements herein contained, do hereby grant, bargain, sell and convey unto the B & W Oil Co., its successors and assigns a perpetual right of way easement 30 feet in width, upon the property hereinafter described, for the purpose of locating, constructing, maintaining, patroling, operating, repairing, altering, changing size of, and removing pipe lines, together with fittings and appliances appurtenant to and necessary to the proper construction. maintenance and operation of such pipe line for the transportation of oil and gas and petroleum products, under upon, over and through the lands of the undersigned, grantors, situated in the _____Civil District of _______Morgan _____

Tennessee, and bounded as follows: North by land of - Shirley & Eloise Bow, Boyle Plantation West by lands of Shirley & Eloise Bow, Richard Press South by lands of Lillie Canos East by lands of

Boyle Plantation

It is agreed that the B & W Oil Co., will transport any gas produced from gas wells situated on the foregoing real estate through their pipe lines to any connecting lines at the prevailing charge for transportation and compression at the time the connection

The B & W Oil Co., its successors or assigns, shall have all rights and benefits necessary and convenient for the full enjoyment DESCRIPTION OF THE PROPERTY OF THE or use of the rights herein granted, including, without limiting the same, to the free rights of engress and egress over and across said land to and from the right of way easement. In the event no gas is found on Grantor's land, then B & W Oil Co. will furnish gas, at Grantor's risk & expense, for one residence.

unto the said B & W Oil Co., its successors and assigns, until such pipe lines, be constructed and so long thereafter as a pipe line is maintained thereon. The undersigned covenant that they are lawfully seized and possessed of said real estate, above described; that they have a good lawful right to sell and convey the rights and privileges herein set forth and bind themselves, their heirs, executors and administrators, successors and assigns to warrant and forever defend the said premises, herein conveyed against the lawful claims for all persons whomsoever.

The undersigned, their heirs or assigns reserves the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted; provided, however, that the B & W Oil Co.; or its assigns shall have the right from time to time to cut and keep clear all trees, undergrowth and other obstructions on said right of way and easement that may injure, endanger or interfere with the use of said pipe line or pipe lines or fittings and appliances appurtenant to any of said lines.

It is mutually understood and agreed that this agreement as written covers all the agreements and stipulations between the parties and that no representations of statements verbal or written have been made modifying, adding to or changing the terms hereof.

IN TESTIMONY WHEREOF; the undersigned herein have executed.

this conveyance this 27th day of February 19 82.

Mary Jo Smith

STATE OF TENNESSEE

COUNTY OF MORGAN

Personally appeared before me the undersigned; a Notary Public in and for the State and County, aforesaid the within named bargainor WILLS. H. SMITH + HARY TO SHIT with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official sead at office on this the day of FEBRUARY 19 30

LARGE

Paris T Wale &

My Commission Expires: 4-10-83

SEAL

B & W Oil Co.

STATE OF TENNESSEE, MORGAN COUNTY

and recorded in A Fee The State Tax Paid 5 Fee Th

Witness Hy Hand

JAMES W. JONES Register



November 14, 2011

VIA FEDERAL EXPRESS

Ms. Wanda Phillips Enrema 728 S. Jefferson Ave., Unit # 4 Cookeville, TN 38501

RE: Original Clarification and Gas Service Line Easement Agreement between Ed and Glenda Smith, Gloria and Robert Sweeten, and B&W Pipeline, LLC.

Dear Wanda:

Enclosed is the original Clarification and Gas Service Line Easement Agreement between Ed and Glenda Smith, Gloria and Robert Sweeten, and B&W Pipeline, LLC.

Please have Mr. Recchia execute in front of a notary on behalf of B&W Pipeline, LLC, as Manager. Once fully signed, please proceed to record in the public records of Morgan County. Upon recordation, please scan and email me a copy with the recording stamp.

Please advise if you need any additional information.

Cordially,

WNF LAW PL, a professional limited liability company

WASERSTEIN NUNEZ & FOODMAN

Denise L. Ben-David

Enclosure

c: Marcelo M. Recchia

CLARIFICATION AND GAS SERVICE LINE EASEMENT AGREEMENT

This Clarification and Gas Service Line Easement Agreement ("Agreement" or "Easement Agreement") made and entered into as of this Haday of Nov., 2011, by and between ED SMITH and his wife, GLENA SMITH, whose primary address is 4150 Nashville Hwy, Deer Lodge, Tennessee 37726 (collectively "Smith"); Gloria Sweeten and husband Robert Sweeten, whose address is 4200 Nashville Hwy, Deer Lodge, TN 37726 (collectively "Sweeten") and B&W PIPELINE, LLC, a Delaware limited liability company, whose mailing address is 728 S. Jefferson Avenue, Unit #4, Cookeville, TN 38501 ("BW").

RECITALS

Enos Robbins and Marie Robbins (collectively, "Robbins") granted to B&W Oil Co. a right of way to construct a pipeline on properties owned by Robbins in Morgan County, Tennessee, such right of way recorded in Right of Way Book 2, Page 643 Morgan County Records (the "Original Agreement"). BW now owns the Original Agreement by assignment recorded in September 3, 2010 Book 126, Page 151-212, Morgan County Records.

Robbins sold the Smith a portion of the property covered by the Original Agreement, the deed for such property being dated October 16, 2004 and recorded in Deed Book 24, Page 688 Morgan County Records (the "Smith Property").

The heirs of Robbins sold to Sweeten a portion of the property covered by the Original Agreement, by those certain deeds dated February 25, 2004 and recorded in Deed Book 12, Page 408, Morgan County Records (the "Sweeten Property").

EASEMENT

Smith hereby grants Sweeten an easement to install a gas service line maximum 1 inch in diameter, at plow depth and in accordance with state and county regulations from the ENREMA Meter (the "ENREMA Meter") BW pipeline located on the property of Ed and Glena Smith property ("Smith Property") The general location of this Enrema Meter can be noted in the Smith Survey J332, September 9, 2003 in the approximate location of S65.04'58". This Easement Agreement permits the Gas Service Line to be installed from the ENREMA Meter in a direction west along the State Highway 62 and adjacent to State Highway 62 to the property of Robert and Gloria Sweeten (the "Sweeten Property") formerly known as the Enos Robbins property. Unconditionally, no other authorized use or access of this Easement Agreement can be granted for the Smith Property or Sweeten Property formerly known as the Enos Robbins properties without written consent from Smith hereby grantor of this Easement Agreement.

Smith and Sweeten hereby clarify and agree that (i) the Original Agreement is still effective as it relates to the Smith Property and the Sweeten Property, (ii) Smith and Sweeten are the only two parties that are permitted to use free gas as set forth in the Original Agreement and (iii) Sweeten and Smith may use such free gas for only one (1) residence each located on the Sweeten Property and Smith Property.

(A0030637.DOC 3) 1

This Easement Agreement is hereby revocable should ENREMA on behalf of B&W Pipeline cease to provide natural gas to Smith or Sweeten.

As consideration for Smith granting this Easement and BW providing Sweeten free use of gas, Sweeten hereby agrees to release, indemnify and hold harmless Ed and Glena Smith and ENREMA and BW from any claims or liabilities related to the installation, use and maintenance of the gas line on the Easement herein granted and from any liabilities to third parties whatsoever related to installation, maintenance and use of the gas service line and/or the use of gas from such gas service line. Any expense or liability associated with the use of the line, receipt of gas or the use of this Easement shall sole be the responsibility of Sweeten, as grantee of this right.

IN WITNESS WHEREOF, this Easement Agreement is signed as of this day of November, 2011.

Signature page and Notary Page to Follow

Signature page to Easement Agreemen	at by and between Smith and Sweeten
	Ed mily
	Ed Smith
	Tlewco Smith Glena Smith
	Robert Sweeten
	Gloria Sweeten
	B&W PIPELINE, LLC, a Delaware limited liability company
	By:
STATE OF LEMPSSER COUNTY OF EMPYESS, TO-WIT:	
Personally appeared before me, Ed Smith acquainted (or proved to me on the basis of satisfa such person executed the within instrument for the	and Glena Smith, with whom I am personally ctory evidence), and who acknowledged that purposes therein contained.
Witness my hand and seal, at office in Overher 2011.	altrange TV, on this the 4th day of
My commission expires: 2-25-20	<u>15</u>
	Notary Public William Notary Public Notary P
	STATE
	Notary Public Notary Public STATE OF TENNESSEE NOTARY PUBLIC TENNESSEE NOTARY PUBLIC TENNESSEE NOTARY PUBLIC
	THESS CONTINUED

CARTO ANTONOMICA PARENTE	
STATE OF LINESSEE	
COUNTY OF Fentress,	TO-WIT:

Personally appeared before me, Robert Sweeten and Gloria Sweeten, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office November 2011.	in Clarkrange TW, on this the 4th day of
My commission expires: _ A - 25	5-2015
	Notary Public STATE OF TENNESSI NOTARY PUBLIC
STATE OF	THESS CO
COUNTY OF, TO-WIT:	"Tummus"
of satisfactory evidence), and who, upon oa of B&W Pipeline , LLC , the within named or officer executed the for	regoing instrument for the purpose therein contained.
by personally signing the name of the limite behalf of the limited liability company.	ed liability company as for and on
Witness my hand and seal. at office 2011.	in, on this the day of
My commission expires:	
	Notary Public

32/404

RIGHT OF WAY AGREEMENT

STATE OF TENNESSEE COUNTY OF PICKETT

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, DESTER MASIONGALE AND WIFE, LOUIZA

MASIONGALE, ROUTE 2. BYRDSTOWN, TN. 38549

(HEREINAFTER SOMETIMES CALLED GRANTOR, WHETHER ONE OR MORE), FOR AND IN CONSIDERATIONG OF THE SUM OF TEN DOLLARS (\$10.00), IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL AND CONVEY UNTO C & H PIPELINE AND TRANSMISSION CO., INC. ITS SUCCESSORS AND ASSIGNS, A PERPETUAL RIGHT OF WAY EASEMENT TWELVE (12) FEET IN WIDTH UPON THE PROPERTY HEREINAFTER DESCRIBED, FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, AND REPAIRING SAID PIPELINES, FOR THE TRANSPORTATION OF OIL OR GAS UNDER THE LANDS OF GRANTOR SITUATED IN PICKETT COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS:

BOUNDED ON THE NORTH BY: HERSHEL MULLINS, DARWIN SHELLY, LARRY POSTON, VINCIE M. PIERCE, STVEN MULLINS & LOUIZA MASIONGALE BOUNDED ON THE EAST BY: HOWARD MULLINS, COY MULLINS, JOHN FORD & EDGEFIELD CHURCH BOUNDED ON THE SOUTH BY: ROGER MASIONGALE

BOUNDED ON THE WEST BY: A ROAD, & RANDALL GARRETT

TO HAVE AND TO HOLD THE SAID RIGHT OF WAY AND EASEMENT, UNTO SAID GRANTEE ITS SUCCESSORS AND ASSIGNS, UNTIL SUCH PIPELINES BE CONSTRUCTED AND SO LONG THEREAFTER AS A PIPELINE IS MAINTAINED THEREON. AND THE UNDERSIGNED COVENANT THAT THEY ARE LAWFULLY SEIZED AND POSSESSED OF SAID REAL ESTATE ABOVE DESCRIBED, THAT THEY HAVE A GOOD AND LAWFUL RIGHT TO SELL AND CONVEY THE RIGHTS AND PRIVILEGES HEREIN SET FORTH AND BIND THEMSELVES, THEIR HEIRS AND EXECUTORS, AND ADMINISTRATORS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND ALL AND SINGULAR THE SAID PREMISES HEREIN CONVEYED AGAINST THE LAWFUL CLAIMS OF ALL PERSONS WHOMSOEVER.

THE GRANTOR, HIS SUCCESSORS, HEIRS OR ASSIGNS, RESERVES THE RIGHT TO FULL USE AND ENJOY THE SAID PREMISES EXCEPT AS THE SAME MAY BE NECESSARY FOR THE PURPOSES HEREIN GRANTED; PROVIDED, HOWEVER, THAT THE GRANTEE SHALL HAVE THE RIGHT FROM TIME TO TIME TO CUT AND KEEP CLEAR ALL TREES, UNDERGROWTH AND OTHER OBSTRUCTIONS ON SAID RIGHT OF WAY AND EASEMENT THAT MAY INJURE, ENDANGER OR INTERFERE WITH THE USE OF SAID PIPELINE.

THE GRANTEE, BY THE ACCEPTANCE HEREOF, AGREES TO BURY ALL PIPELINES SO THEY WILL NOT INTERFERE WITH THE CULTIVATION OF THE LAND, AND ALSO PAY FOR DAMAGES WHICH MAY ARISE FROM LOCATING, CONSTRUCTING, MAINTAINING, OR REPAIRING SAID PIPELINE. THE GRANTEE AGREES TO RE-SEED ALL GROUNDS DAMAGED DURING INSTALLATION OF THE PIPELINE.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT AS WRITTEN COVERS ALL THE AGREEMENTS AND STIPULATIONS BETWEEN THE PARTIES AND THAT NO REPRESENTATIONS OR STATEMENTS VERBAL OR WRITTEN HAVE BEEN MADE MODIFYING, ADDING TO, OR CHANGING THE TERMS HEREOF.

IN TESTIMONY WHEREOF, THE GRANTOR HEREIN HAS EXECUTED THIS CONVEYANCE THIS THE DAY OF Man, 19 7.

WITNESS:

DUCKNESS

**POUR MAN AND MAN A

STATE OF TENNESSEE	
COUNTY OF PickeTT	
PERSONALLY APPEARED BEFORE ME, A STATE AND COUNTY, THE WITHIN NAMED BA	NOTARY PUBLIC, IN AND FOR SAID ARGAINOR(S), A LOURTA MAINTANAME
CONTAINED.	MENT FOR THE PURPOSES THEREIN
ON THIS } MY HAND AND OFFICIAL SEA	L, AT By y 570001, TENNESSEE
MY COMMISSION EXPIRES:	1
10-24-87	Long Tille
	NOTARY PUBLIC.
STATE OF	
COUNTY OF	
PERSONALLY APPEARED BEFORE ME, A STATE AND COUNTY, THE WITHIN NAMED BA	NOTARY PUBLIC, IN AND FOR SAID
WITH WHOM I AM PERSONALLY ACQUAINTED, EXECUTED THE FOREGOING INSTR	AND, WHO ACKNOWLEDGED THAT UMENT FOR THE PURPOSES THEREIN
WITNESS MY HAND AND OFFICIAL SEA	L, AT
MY COMMISSION EXPIRES:	
NC	TARY PUBLIC
I HEREBY SWEAR, OR AFFIRM, THAT VALUE OF THIS TRANSFER, WHICHEVER IS AFFIR	
SUBSCRIBED AND SWORN TO BEFORE N	E THIS THE DAY OF
MU COMMICTORS DYDIDES.	
MY COMMISISON EXPIRES:	
	NOTARY PUBLIC
TATE C2 TENNESSEE, FICKETT COUNTY he forageing instance and certificate were noted in instance 25 F. At 2.240 clock P. M4-319.87 his broaded in Deed Cook. 32. Serier. Page 404 his Tox Paid 8. Fee. Recording Fee. 8. Total 8.8.00 See 18 Cly hand.	i, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $\frac{10.00}{10.00}$, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.
Gar Phyllis Styles	Subscribed and swom to before me this the 3 day of Que. 1982

PCTMB 33/311

> D6M LM

THIS INSTRUMENT PREPARED BY: PHILLIPS M. SMALLING, ATTORNEY BYRDSTOWN, TENN. 38549

RATIFICATION AGREEMENT

This agreement entered this ______ day of January,

1994, by and between DESTER MASIONGALE AND WIPE LOUIZA MASIONGALE,

of Byrdstown, Tennessee, hereinafter "LANDOWNERS", and TITAN

ENERGY GROUP, INC., an Ohio Corporation doing business in the

State of Tennessee, hereinafter referred to as "TITAN", and

For and in consideration of the mutual promises of the parties as set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree and bind themselves as follows:

- 1. The LANDOWNERS hereby ratify all terms and conditions of that certain Right Of Way Agreement dated March 3, 1987, from Dester Masiongale and wife Louiza Masiongale to C and H Pipeline and Transmission Company, Inc., and found of record in Deed Book 32, Page 405, of the Register's Records for Pickett County, Tennessee.
- 2. The LANDOWNERS acknowledge that TITAN is the successor in interest to C and H Pipeline and Transmission Company, Inc. and hereby acknowledge that TITAN has a right of way over and across the property described in the above referenced document for the purpose of maintenance of an existing gas transmission pipeline and all other purposes set forth in and as described in the Right Of Way Agreement dated March 3, 1987.
- 3. TITAN agrees to place the transmission line below plow depth so as to not interfere with the use of the surface interest and to do so as soon as practical. TITAN further agrees to meet all safety requirements applicable to the maintenance and

INITIALS:

SM Lm

operation of the transmission line including industry standards and any State and Federal regulations.

- 4. TITAN further agrees that it shall place a "tap" and meter on the transmission line so as to provide gas to the undersigned, Dester Masiongale and wife Louiza Masiongale, for purposes of domestic use. It is agreed that the LANDOWNERS shall pay for gas obtained for domestic use at the same rate as consumer customers in the Albany Natural Gas Utility System, Albany, Kentucky.
- 5. TITAN further agrees that in the event its agents or employees or contractors cause damage to existing gas lines owned by the LANDOWNERS and running parallel with the transmission line, that TITAN will be liable for the repairs to such line and shall promptly repair and/or reimburse the LANDOWNERS for repairs.
- 6. TITAN further agrees that in addition to the requirements of the Right Of Way Agreement of March 3, 1987, that it shall be responsible for the payment of any damages which are caused to the pastures or other improvements on the real property owned by LANDOWNERS and shall either promptly repair or be responsible for reimbursement to LANDOWNERS for expenses and costs of repairs.
- 7. The parties hereby agree that they are executing this agreement after reading the terms in full and are relying upon the agreement set forth herein and no other representations or statements from any other party. It is further agreed that any deficiencies or defects in the Right Of Way Agreement of March 3, 1987, as to execution or delivery are hereby waived and cured with the ratification agreement. The parties further agree that any claims, demands or actions by TITAN against the LANDOWNERS existing as of January 12, 1994, are hereby waived and released.

INITIALS:

- 8. The parties further agree that this Ratification Agreement shall be valid between the parties and all successors in interest, and further agree that all terms and conditions hereof shall be confidential between the parties and that such confidentiality is a further condition of this agreement and is specifically enforceable by the parties.
- 9. The terms of this agreement as to repairs and damages apply to all lands owned by the LANDOWNERS whether subject of the March 3, 1987, agreement or subsequent agreements.

WITNESS our hands the day and date first above written.

TITAN ENERGY GROUP, INC.

Lacinga maximale By: Charles D. Hersher

STATE OF TENNESSEE COUNTY OF PICKETT

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named DESTER MASIONGALE AND WIFE LOUIZA MASIONGALE, with whom I am personally acquainted, and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

Witness my hand and official seal of office in Byrdstown Tennessee, on this the 25 day of January, 1994. Commission Expires:

STATE OF TENNESSEE COUNTY OF PICKETT

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Charles Hercher , with whom I am personally acquainted, and who, upon oath, acknowledged himself to be The President of TITAN ENERGY GROUP, INC., and being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of TITAN ENERGY GROUP, INC. by himself as Vice-President

Witness my hand and official seal at office in Byrdstown, Tennessee, on this the _ 1994.

Commission Expires:

STATE OF TENNESSEE, PICKETT COUNTY

The foregoing instrument nd recorded in_ZUZ itate Tax Paid \$.

Vitness My hand.

PCEMB 33/315

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INITIALS:

SPH Lm THIS INSTRUMENT PREPARED BY: PHILLIPS M. SMALLING, ATTORNEY BYRDSTOWN, TENN. 38549

RIGHT OF WAY AGREEMENT

STATE OF TENNESSEE COUNTY OF PICKETT

KNOW ALL MEN BY THESE PRESENTS:

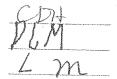
That the undersigned, DESTER MASIONGALE AND WIFE LOUIZA MASIONGALE, Route 1, Box 191, Byrdstown, Tennessee 38549, (hereinafter sometimes called grantor, whether one or more), for and in consideration of the sum of TEN (\$10.00) DOLLARS, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto TITAN ENERGY CROUP, INC., its successors and assigns, a perpetual right of way easement twelve (12) feet in width upon the property hereinafter described, for the purpose of constructing, maintaining and repairing said pipelines, for the transportation of oil or gas under the lands of grantor situated in Pickett County, State of Tennessee, described as follows:

Lying and being in the 3rd Civil District of Pickett County, and being more particularly described as follows, to-wit:

BEGINNING at a point being a stone marker on the south side of a County Road and being the northwest corner of the tract herein conveyed; thence along the south right-of-way of said road and the north property line of the tract herein conveyed a distance of 96 feet to a stone marker, being the northeast corner of the tract herein conveyed and the northwest corner of the Audra Mae Mullins Neal tract; thence South 19 degrees 30 minutes West 884 feet +- along the East property line of the tract herein conveyed and the west property line of the Audra Mae Mullins Neal tract to a stone marker being the Southwest corner of the said Neal tract; thence North 60 degrees 30 minutes West along the south property line of the tract herein conveyed 121 feet to the falls below a spring being the southwest corner of the tract herein conveyed; thence Northerly with the meanders of the hollow 670 feet to a Walnut tree; thence North 36 degrees 45 minutes East 250 feet to the point of beginning, and containing 2-1/2 acres, be the same more or less.

Tax Map 13, Parcel 40.05, Pickett County Tax Assessor's Office

The previous and last conveyance being a Warranty Deed from Louiza Masiongale to Dester Masiongale and wife Louiza Masiongale, creating a tenancy by the entirety, dated November 7, 1988, and recorded in the Register's Office, Pickett County,. Tennessee, in Deed Book 34, Page 532.



To have and to hold the said right of way and easement, unto said grantee, its successors and assigns, until such pipeline be constructed and so long thereafter as a pipeline is maintained thereon, and the undersigned covenant that they are lawfully seized and possessed of said real estate above described, that they have a good and lawful right to sell and convey the rights and privileges herein set forth and bind themselves, their heirs and executors, and administrators, successors and assigns to warrant and forever defend all and singular the said premises herein conveyed against the lawful claims of all persons whomsoever.

The grantor, his successors, heirs or assigns, reserves the right to full use and enjoy the said premises except as the same may be necessary for the purposes herein granted, provided, however, that the grantee shall have the right from time to time to cut sand keep clear all trees, undergrowth and other obstructions on said right of way and easement that may injure, endanger or interfere with the use of said pipeline.

The grantee, by the acceptance hereof, agrees to bury all pipelines so they will not interfere with the cultivation of the land, and also pay for damages which may arise from locating, constructing, maintaining, or repairing said pipeline. The grantee agrees to re-seed all grounds damaged during installation of the pipeline.

It is mutually understood and agreed that this agreement as written covers all the agreements and stipulations between the parties and that no representations or statements verbal or written have been made modifying, adding to, or changing the terms hereof.

IN TESTIMONY WHEREOF, the conveyance this the	grantor herein has executed this day of, 1994.
Aithm Snall	January
WITNESS /	Dence Willings
WITNESS WITNESS	Jacigo Masionzale

STATE OF TENNESSEE COUNTY OF PICKETT

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named DESTER MASIONGALE AND WIFE LOUIZA MASIONGALE, with whom I am personally acquainted, and who acknowledged the execution of the purposes therein contained.

Witness my hand and official seal of office in Byrdstown. Tennessee, on this the 25 day of Tanuary , 1994 c. Commission Expires:

January 13, 1997

STATE OF TENNESSEE, PICKETT COUNTY
The foregoing instrument and certificate were noted in Note Book 1, Page 17 At 21 O'clock 4 M 2-14 19 24 and recorded in Note Book 3 Page 3 State Tax Field 8 Fee Recording Fee 7 Total 8 Witness My hand.

Receipt No. 8512