

This instrument prepared by  
R. Bruce [redacted], Attorney at Law  
Jamestown, Tennessee 38556

RIGHT OF WAY AGREEMENT

STATE OF TENNESSEE )  
COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, Clarence Smith and

Susie Smith  
(hereinafter sometimes called the GRANTOR, whether one or more),  
for and in consideration of the sum of four hundred eighty Dollars  
(\$ 480.00), in hand paid, the receipt of which is hereby  
acknowledged, does hereby grant to and create and establish in  
JBS OPERATING COMPANY, INC., 1504 North Main, Crossville,  
Tennessee 38555, its successors and assigns, a perpetual right of  
way easement thirty (30) feet in width upon the property herein-  
after described, for the purpose of locating, constructing, main-  
taining, patrolling, operating, repairing, altering, replacing,  
changing the size of, and removing pipelines, together with  
fittings and appliances appurtenant to and necessary to the  
proper construction and operation of such pipelines for the  
transportation of oil, gas, petroleum products or any other  
liquids, gases or substances which can be transported through a  
pipeline under, upon, over and through the lands of the Grantor  
situated in Overton County, Tennessee, described as  
follows:

*See OGD in UD 206 PG 575 + 635*

The Grantee shall have all other rights and benefits  
necessary or convenient for the full enjoyment or use of the  
rights herein granted, including, but without limiting the same  
to, the free right of ingress and egress over and across said  
right of way and easement.

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 and that they have a good and lawful right to sell and  
convey the rights and privileges herein set forth and bind them-  
selves, 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 fully 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 or pipelines  
or fittings and appliances appurtenant to any of said lines.

The Grantee, by the acceptance hereof, agrees to bury all  
pipelines, unless otherwise agreed, so that they will not inter-  
fere with the cultivation of the land, and also pay for damages  
which may arise from locating, constructing, maintaining, patrol-  
ing, operating, repairing, altering, replacing, changing the size  
of, and removing said pipeline or pipelines.

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.

*See OGD in Deane 46 pg 136*  
*See OGD in Deane 46 pg 17*

IN TESTIMONY WHEREOF, the GRANTOR herein has executed this conveyance this the 25 day of July, 1987.

\*Clarence Smith  
Susie Smith

STATE OF TENNESSEE )  
COUNTY OF Overton )

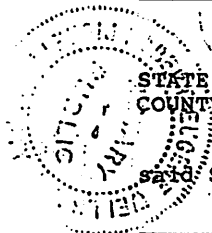
Personally appeared before me, a Notary Public, in and for said State and County aforesaid, the within named bargainor(s),

Clarence Smith and Susie Smith  
with whom I am personally acquainted, and, who acknowledged that he executed the foregoing instrument for the purposes therein contained, as witness my hand and official seal, at Byrdstown, Tennessee on this the 25 day of July, 1987.

Robert E. Wells  
NOTARY PUBLIC

My Commission Expires:

10-20-88



STATE OF Tennessee )  
COUNTY OF Pickett )

Personally appeared before me, a Notary Public, in and for said State and County aforesaid, the within named bargainor(s),

with whom I am personally acquainted, and, who acknowledged that he executed the foregoing instrument for the purposes therein contained, as witness my hand and official seal, at \_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, 1987.

NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

This instrument and certificate were noted in Note Book 13, Page 60 at 12:01 O'clock PM 1-16 88  
and in Book 41, Series \_\_\_\_\_ Page 551 State Tax Paid \$ \_\_\_\_\_ Fee \_\_\_\_\_ Recording Fee \_\_\_\_\_ Total \$ \_\_\_\_\_  
My hand \_\_\_\_\_  
No. \_\_\_\_\_ Keith Stachler  
Recorder