

UTILITY EASEMENT

This Easement is entered into as of this 11 day of July, 2013, between Eltha Rosser (the "Owner") and the HARRIMAN UTILITY BOARD ("HUB"), an independent agency of the City of Harriman, Tennessee.

FACTS: The Owner owns the property described in the deed book and page or instrument number shown below which includes the property shown on Exhibit "A" (the "Easement Tract") and described on Exhibit "B". HUB desires to install utility facilities and lines on the Easement Tract. The Owner has agreed that HUB can have an easement across the Easement Tract for its utility facilities and lines owned and/or licensed by HUB. By executing this easement Owner acknowledges that HUB shall compensate the Owner an amount that the Owner agrees is a reasonable payment for the easement given to HUB under this Agreement. Based on all of the above, the Owner agrees as follows:

1. The Owner grants to HUB a permanent utility easement over, under and across the Easement Tract and agrees that HUB has the perpetual right to enter on the Easement Tract and to do those things that are necessary to place, construct, operate, repair, maintain, remove and replace on the Easement Tract one or more utility lines and related equipment and facilities that are owned and/or licensed by HUB. Unless noted otherwise on the Easement Tract, it is agreed that the Easement Tract shall include an additional temporary construction easement as required and necessary to install, replace and maintain the facilities and lines beyond the permanent easement as shown on Exhibit "A". The Owner also agrees, in addition, that HUB shall have reasonable access across Owner's property to reach the Easement Tract as may be needed.
2. The Owner understands and agrees that:
 - a. HUB has agreed that it will restore the Easement Tract and Temporary Construction Easement after it installs the utility lines. Trees, shrubbery and other vegetation located in the Easement Tract and Temporary Construction Easement may be removed by HUB during construction and HUB is not obligated to replace trees, shrubbery or other vegetation (other than grass) within the Easement Tract and Temporary Workspace that is removed or disturbed.
 - b. HUB has the right to keep the Easement Tract free and clear of buildings, trees, and anything else that interferes with the installation, maintenance and use of the utility lines on the Easement Tract.
 - c. Three (3) days before allowing any digging or other work on the Easement Tract, the Owner will notify the person(s) doing the work of the existence of this Agreement and will instruct the person doing the work that they must contact HUB prior to working.
 - d. The Easement Tract will not be used for anything that will interfere with or endanger the use and operation of the utility lines that are placed on the Easement Tract.

No permanent structure will be erected on the Easement Tract.

e. The ground level of the Easement Tract will not be changed without HUB's written approval in advance. Approval shall not be unreasonably withheld by HUB.

3. The Owner will have the right to use and enjoy the Easement Tract for lawns, gardens, pastures, roads, parking lots, and any purpose that does not interfere with or endanger the use and operation of the utility lines installed on the Easement Tract by HUB. The Owner is only granting HUB an easement over, under and across the Easement Tract. The Easement Tract will continue to be owned by the Owner.

4. This Agreement is intended to be binding on and to benefit HUB and its successors and assigns and the Owner and its heirs, successors and assigns. In this Agreement, the singular shall include the plural, the plural the singular and the use of any gender is meant to refer to all genders.

5. Ownership of the property was determined by review of warranty deeds and tax records, and no title opinion nor any subordination of liens was obtained for this property. The Owner, by executing this Agreement, represents that he/she/they is the owner of the Easement Tract and has the exclusive right to receive the compensation paid by HUB and to grant the rights to HUB as set forth in this Agreement. The Owner agrees to defend and hold HUB harmless in the event of any legal or financial claim by any third party to such compensation or otherwise involving HUB's rights as set forth in this Agreement.

IN WITNESS WHEREOF, the Owner(s) has executed this instrument as of the day and year first written above.

"OWNER(s) "

Eltha Rosser
Eltha Rosser

See Exhibit A

Property Reference:

Deed Book 1330
Page 728

BK/PG: 1477/215-219
13005816

5 PGS : AL - EASEMENT	
DENISE BATCH: 100154	08/15/2013 - 09:30 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

STATE OF TENNESSEE, ROANE COUNTY
SHARON BRACKETT
REGISTER OF DEEDS

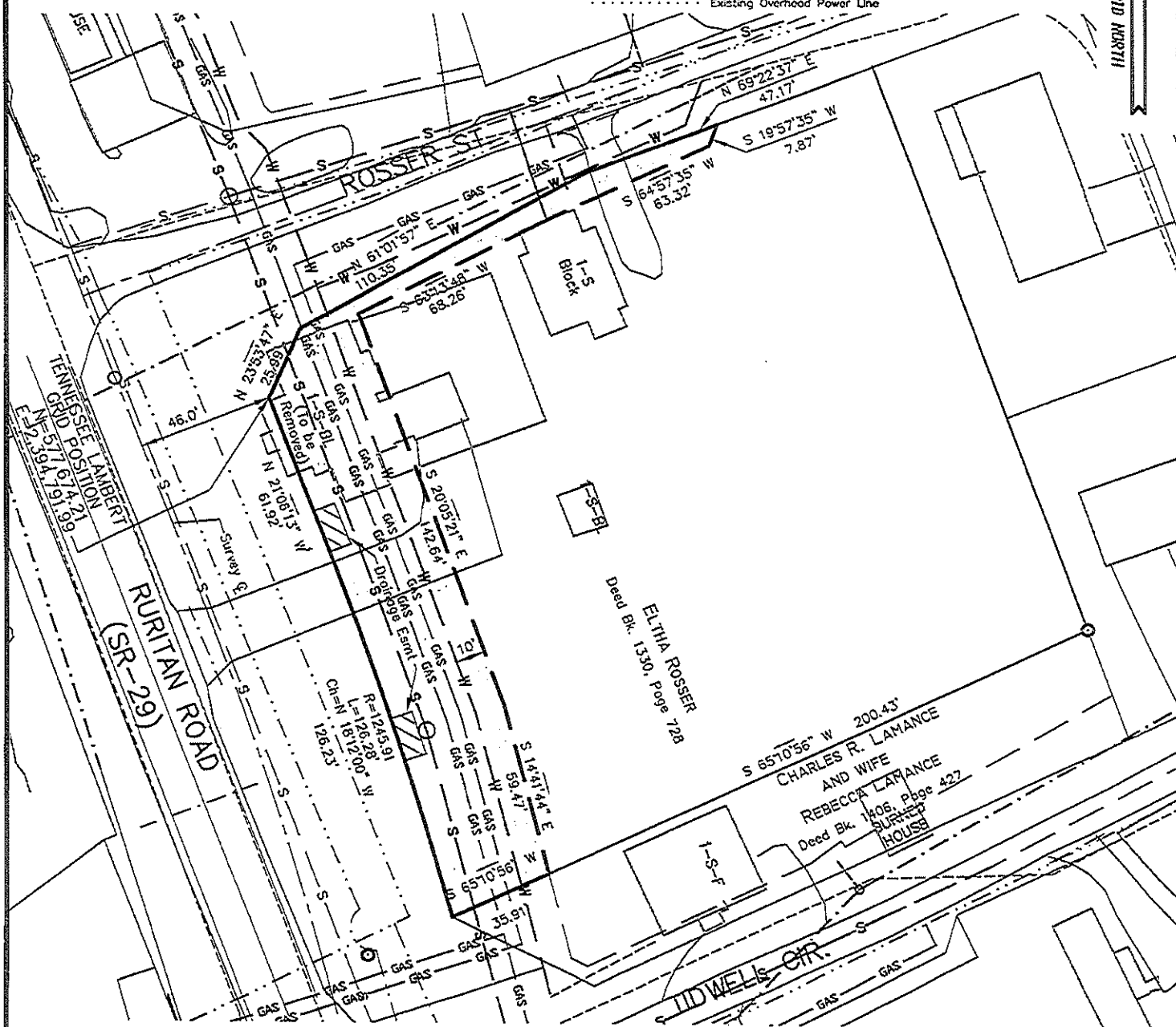
GENERAL NOTES

1. Easement is Located Within Property Owned by Eltha Rosser Under a Quit Claim Deed Recorded in Deed Book 1330 at Page 728. With Exception of Deed to State of Tennessee Recorded in Deed Book 1413 at Page 937. Reference to Records Found in the Office of the Register of Deeds for Roane County, Tennessee. Easement is Located Within Parcel 3, Group "J" on Roane County Tax Map 36G.
2. Easement is in Favor of Harriman Utility Board.
3. North and Position is Tennessee Lambert Grid as Assumed From TDOT Project No. STP-29(58) Control Point 10 and Control Point 2. Coordinate Values are NAD/83(1995) and are Datum Adjusted (Extended) by the Factor 1.00009.
4. Total of 0.194 Acs.± in Proposed Utility Easement.

MAP LEGEND

—	Easement Line
— GAS —	Proposed Gas Line
---	Existing Gas Line
— W —	Proposed Water Line
---	Existing Water Line
— S —	Existing Sanitary Sewer Line
— S —	Proposed Sanitary Sewer Line
○	Proposed Sanitary Sewer Manhole
⊙	Iron Pipe (Found)
⊙	Iron Pin (Found)
X	X in Sidewalk (Found)
—	Proposed Overhead Power Line
○	Proposed Power Pole
●	Existing Power Pole
---	Existing Overhead Power Line

Note: North for This Survey and Map is Tennessee Lambert Grid North. Reference is North American Datum 1983(95). Distances Shown on this Map are Not Reduced to Grid Datum and No Geodetic Corrections were Applied.

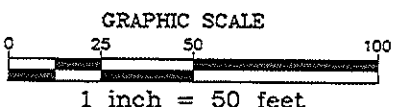
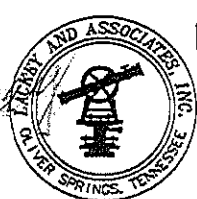
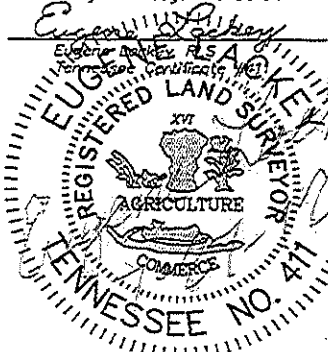


CERTIFICATION OF ACCURACY

This is to Certify that the Property Surveyed is a "Category 2", Suburban and Subdivision Survey, with an Acceptable Linear Error of Closure Not to Exceed 1 in 7,500 and an Acceptable Angular Error of Closure Not to Exceed 25 Seconds Times the Square Root of the Number of Angles Turned. The Unadjusted Field Closure of the Survey Shown on this Map Does Meet or Exceeds Requirements.

CERTIFICATION OF SURVEY

This is to Certify that I am a Registered Land Surveyor, Duly Licensed to Practice Surveying in the State of Tennessee and that I Have Made this Survey and Prepared this Map from Said Survey and that Both are True and Correct to the Best of My Knowledge and Belief.



PROPOSED UTILITY EASEMENT FOR:
HARRIMAN UTILITY BOARD
 WITHIN THE CORPORATE LIMITS OF HARRIMAN
 FIRST CIVIL DISTRICT ~ ROANE COUNTY, TENNESSEE

SCALE: 1 INCH = 50 FEET
 DATE: JULY 27, 2012

SURVEY BY:
 LACKEY AND ASSOCIATES, INC.
 214 MAIN STREET
 OLIVER SPRINGS, TN 37840
 PHONE: (865) 435-7663

DRAWING NO. 12-345

EXHIBIT "A"
EASEMENT DESCRIPTION

Eltha Rosser, resident of Roane County, Tennessee.

TO

Harriman Utility Board, with mailing address of 300 North Roane Street, Harriman, TN 37748, located in Roane County, Tennessee.

Easement situated in the First Civil District of Roane County, Tennessee and within the Corporate Limits of Harriman, Tennessee and being located on the easterly side of Ruritan Road (Tennessee Highway 29) and the southerly side of Rosser Street, being a non-exclusive utility easement which is more fully described by metes and bounds as follows:

Beginning on an unmonumented point in the easterly right of way for Ruritan Road at the intersection of a fillet for the southerly right of way for Rosser Street with Ruritan Road (Tennessee Highway 29), said point being located at 46.0 feet from the survey center line of the new relocation for Ruritan Road (Tennessee Highway 29) and said beginning being further defined as located at Tennessee Lambert Grid Position North = 577,674.21 and East = 2,394,791.99; Thence, with line of fillet at the intersection of the southerly right of way for Rosser Street with the easterly margin of Ruritan Road (Tennessee Highway 29), North 23deg 53min 47sec East 25.99 feet to an unmonumented point; Thence, with line(s) along the southerly margin of Rosser Street as follows: 1.) North 61deg 01min 57sec East 110.35 feet to an unmonumented point; 2.) North 69deg 22min 37sec East 47.17 feet to an unmonumented point; Thence, leaving the southerly margin of Rosser Street, with line(s) interior to Eltha Rosser (1330/728) as follows: 1.) South 19deg 57min 35sec West 7.87 feet to an unmonumented point; 2.) South 64deg 57min 35sec West 63.32 feet to an unmonumented point; 3.) South 63deg 13min 48sec West 68.26 feet to an unmonumented point; 4.) South 20deg 05min 21sec East 142.64 feet to an unmonumented point; 5.) South 14deg 41min 44sec East 59.47 feet to an unmonumented point in a line of Charles R. Lamance; Thence, with line of Charles R. Lamance (1406/427), South 65deg 10min 56sec West 35.91 feet to an unmonumented point in the easterly line of Ruritan Road (Tennessee Highway 29) at the intersection of a fillet for Tidwell Circle; Thence, with the easterly line of Ruritan Road (Tennessee Highway 29) as follows: 1.) along a curve to the left, along a radius of 1245.91 for an arc length of 126.28 feet and having a chord of North 18deg 12min 00sec West 126.23 feet to an unmonumented point; 2.) North 21deg 06min 13sec West 61.92 feet to the point of beginning. Containing 0.194 Acre (more or less) and being easement only.

The above as shown on a plat of survey by Lackey and Associates, Inc. of 214 Main Street, Oliver Springs, TN 37840, dated July 27, 2012 and designated as Drawing Number 12-345 with bearings being referenced to Tennessee Lambert Grid North and position being referenced to Tennessee Lambert Grid Position (NAD 1983-95) datum adjusted (extended) by a factor of 1.00009.

Easement is located within part of Parcel 3, Group "J" on Roane County Tax Map 36G.

Easement is located within part of the same property acquired by Eltha Rosser under a Quit Claim Deed recorded in Deed Book 1330 at Page 728, with exception of deed to State of Tennessee recorded in Deed Book 1413 at Page 937 in the Office of the Register of Deeds for Roane County, Tennessee.

HARRIMAN UTILITY BOARD STANDARD ACKNOWLEDGEMENT:

Acknowledgement for One or More Persons

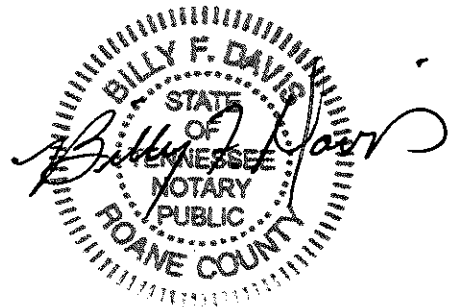
STATE OF TENNESSEE
COUNTY OF ROANE)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Jerry A. Eble
with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who,
upon oath, acknowledge that he/she the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 11 day of July, 2013.

Billy F. Davis
Notary Public

My commission expires: April 13, 2016



Acknowledgement for One or More Persons

STATE OF TENNESSEE
COUNTY OF ROANE)

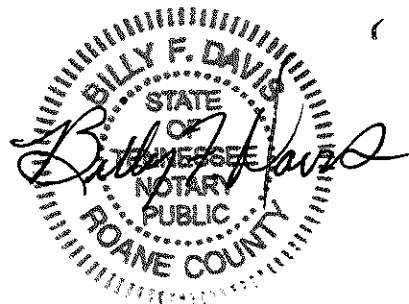
Before me, the undersigned authority, of the state and county aforesaid, personally appeared Jerry A. Eble
with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who,
upon oath, acknowledge that he/she the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 11 day of July, 2013.

Billy F. Davis
Notary Public

My commission expires: April 13, 2016

MY COMMISSION EXPIRES:
APRIL 13, 2016



06009365

THIS INSTRUMENT PREPARED BY:
 Jerry R. Eblen, 150 Lakeside Drive, Kingston, TN 37763

DURABLE POWER OF ATTORNEY

1 PGS : AL - POWER OF ATTORNEY	
DEMISE BATCH: 37051	
09/25/2006 - 12:25 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, ROANE COUNTY

SHARON BRACKETT
 REGISTER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS:

That I, Perry Eltha Rosser, of Roane County, Tennessee, have made, constituted and appointed, and by these presents do make, constitute and appoint Jerry R. Eblen, of Roane County, Tennessee, my true and lawful Attorney-In-Fact, for me and in my name and stead, to do and perform all and every act or acts, thing or things, in law needful or necessary or simply convenient to be done in or about any and every transaction requiring my signature or my verbal acquiescence, as fully, completely, and amply, to all intents and purposes whatsoever as I might or could do if acting personally. This power of Attorney specifically includes, but is not limited to the execution of deeds, mortgages, contracts, and any other documents necessary or simply incidental to the sale of purchase of real estate.

And I do hereby ratify and confirm all things and/or acts so done by my said Attorney-In-Fact, as fully and to the same extent as if by me personally done and performed.

And further, I specifically provide that any mental or physical debility incurred hereafter shall not operate as a revocation of this Power of Attorney, all as provided by Tennessee Code Annotated 34-6-102.

IN WITNESS WHEREOF, I have hereunto set my signature, this 25th day of Sept, 2006.

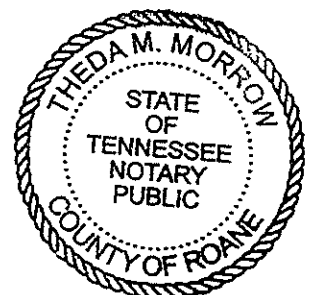
Perry Eltha Rosser
 Perry Eltha Rosser

STATE OF TENNESSEE, COUNTY OF ROANE

Personally appeared before me, the undersigned, a Notary Public in and for said county the within person, Perry Eltha Rosser, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 25th day of Sept, 2006.

Theda M. Morrow
 Notary Public



My Commission expires: 9-19-09