

EASEMENT INFORMATION SHEET

PROJECT Ruritan Road

Tract # 79

CLT Map & Parcel Number: 36 B-J, Parcel 003.00

Property Location Information:

Address: 207 Ruritan Road

Property Owner(s) Information:

Name: Dennis Gary Baker

Address: P.O. Box 1123
Harriman, TN 37748

Phone: 882-2025

Email: _____

Total Square Footage of Permanent Easement: .041 ac 1786 sq. ft.

Price per Square Foot: \$.28 **Total Cost of Easement:** ~~(\$500.07)~~ \$550.00 _

Date Document Signed: Frankie got this one signed – turned in on 8/4/13

Mailing Address for Check:

Make Check Payable To: Dennis Gary Baker _____

Address: P.O. Box 1123 _____

City, State, Zip: Harriman, TN 37748 _____

Discussion with Property Owner:

Left documents on 10-15-13. Mr. Baker said he would have his engineer look over everything. This easement was presented to Mr. Baker at the same time as his easement for Fairmont Investments. His main concern was with the Fairmont property. Numerous discussions and emails were sent regarding the Fairmont property to James Burnham, Charles Dykes, and Tim Tucker. We met with Steve Ladd at the HUB office on 11/27/12 to talk about Mr. Baker's properties, as well as others. I talked to Mr. Baker in January. He asked to have the property staked. I finally talked to him again in February and he wants to meet with someone from HUB to discuss the project. I emailed the documents to Steve Ladd on 2/27/13 and asked him to meet with Mr. Baker. Frankie and Steve will meet with Mr. Baker. (7/9/13) On 8/5/13 Frankie said this was signed.

UTILITY EASEMENT

This Easement is entered into as of this 30 day of July, 2013, between Dennis Gary Baker, (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.

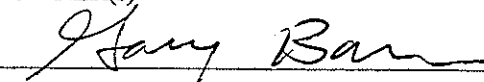
3. The Owner will have the right to use and enjoy the Easement Tract for lawns, gardens, pastures, roads, parking lots, and any purpose that does not interfere with or endanger the use and operation of the utility lines installed on the Easement Tract by HUB. The Owner is only granting HUB an easement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



Dennis Gary Baker

Property Reference:

Deed Book Q-17 Page 544
Deed Book X-21 Page 164
Deed Book Q-21 Page 161
Deed Book P-21 Page 688

HARRIMAN UTILITY BOARD STANDARD ACKNOWLEDGEMENT:

Acknowledgement for One or More Persons

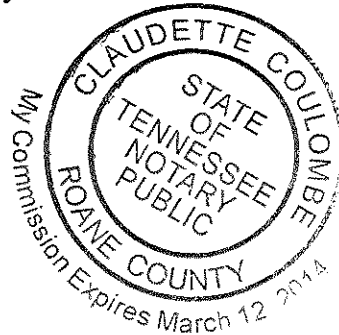
STATE OF TENNESSEE
COUNTY OF ROANE)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared
Gary Baker
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 30th day of July, 2013.

Claudette Coulombe
Notary Public

My commission expires: 03/12/2014



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

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 _____ day of _____, 20____.

Notary Public

My commission expires: _____

BK/PG: 1477/211-214
13005815

4 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	20.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

STATE OF TENNESSEE, ROANE COUNTY
SHARON BRACKETT
REGISTER OF DEEDS

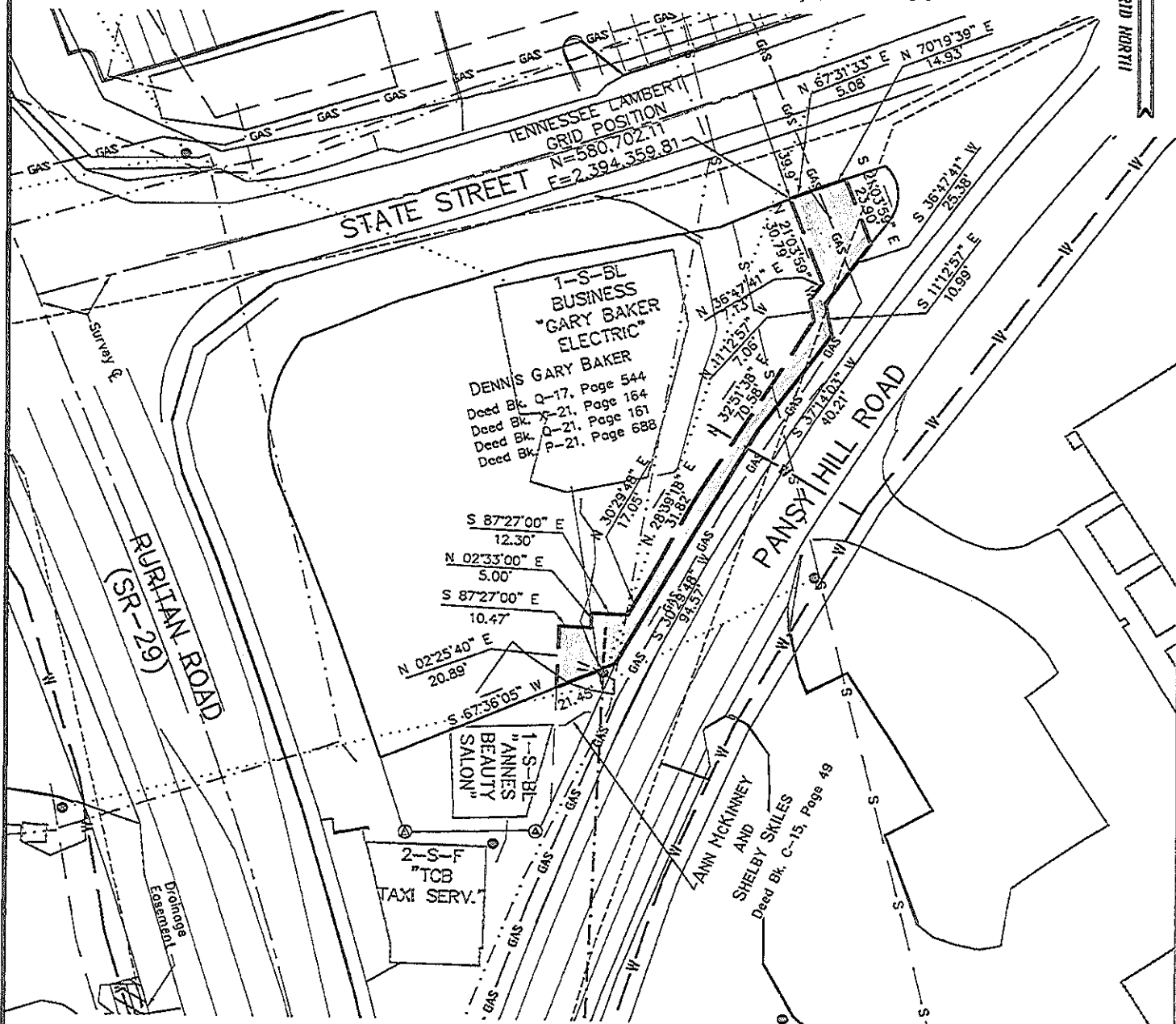
GENERAL NOTES

- Easement is Located Within Property Owned by Dennis Gary Baker Under a Warranty Deed Recorded in Deed Book Q, Series 17 at Page 544, Warranty Deed Recorded in Deed Book Q, Series 21 at Page 161, Warranty Deed Recorded in Deed Book P, Series 21 at Page 688 and Under a Quit Claim Deed Recorded in Deed Book X, Series 21 at Page 164, With Exception of Deed to State of Tennessee Pending Recording. 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 36B.
- Easement is in Favor of Harriman Utility Board.
- 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.
- Total of 0.041 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)
○	Nail (Found)
○	Spike (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.

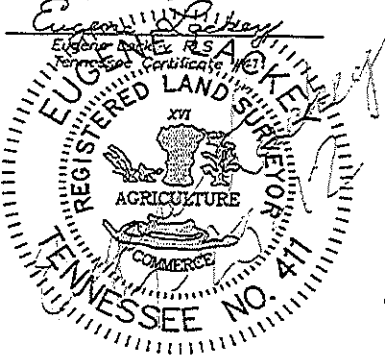


CERTIFICATION OF ACCURACY

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 23, 2012

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

DRAWING NO. 12-330

EXHIBIT "A"
EASEMENT DESCRIPTION

Dennis Gary Baker, 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 northwesterly side of Pansy Hill Road and the southerly side of State 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 southerly right of way for State Street, said point being located at 39.9 feet from the survey center line for State Street and said beginning being defined as located at Tennessee Lambert Grid Position North = 580,702.11 and East = 2,394,359.81; Thence, with the southerly line of State Street as follows: 1.) North 67deg 31min 33sec East 5.08 feet to an unmonumented point; 2.) North 70deg 19min 39sec East 14.93 feet to an unmonumented point; Thence, leaving State Street, with line interior to Dennis Gary Baker (Q-17/544, X-21/164, Q-21/161 and P-21/688), South 21deg 03min 59sec East 23.90 feet to an unmonumented point in the northwesterly right of way for Pansy Hill Road; Thence, with the northwesterly right of way for Pansy Hill Road as follows: 1.) South 36deg 47min 41sec West 25.38 feet to an unmonumented point; 2.) South 11deg 12min 57sec East 10.99 feet to an unmonumented point; 3.) South 37deg 14min 03sec West 40.21 feet to an unmonumented point; 4.) South 30deg 29min 48sec West 94.57 feet to an unmonumented point, being a corner of Dennis Gary Barker with Ann McKinney and Shelby Skiles in the northwesterly line of Pansy Hill Road; Thence, with line of Ann McKinney and Shelby Skiles (C-15/49), South 67deg 36min 05sec West 21.45 feet to an unmonumented point in said line; Thence, with line(s) interior to Dennis Gary Baker (Q-17/544, X-21/164, Q-21/161 and P-21/688) as follows: 1.) North 02deg 25min 40sec East 20.89 feet to an unmonumented point; 2.) South 87deg 27min 00sec East 10.47 feet to an unmonumented point; 3.) North 02deg 33min 00sec East 5.00 feet to an unmonumented point; 4.) South 87deg 27min 00sec East 12.30 feet to an unmonumented point; 5.) North 30deg 29min 48sec East 17.05 feet to an unmonumented point; 6.) North 28deg 39min 18sec East 31.82 feet to an unmonumented point; 7.) North 32deg 51min 38sec East 70.58 feet to an unmonumented point; 8.) North 11deg 12min 57sec East 7.06 feet to an unmonumented point; 9.) North 36deg 47min 41sec West 7.13 feet to an unmonumented point; 10.) North 21deg 03min 59sec West 30.79 feet to the point of beginning. Containing 0.041 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 23, 2012 and designated as Drawing Number 12-330 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 Parcel 3, Group "J" on Roane County Tax Map 36B.

Easement is located within the same property acquired by Dennis Gary Baker, d/b/a Gary Baker Leasing, a/k/a Gary Baker under a Warranty Deed recorded in Deed Book Q, Series 17 at Page 544, Quit Claim Deed recorded in Deed Book X, Series 21 at Page 164, Warranty Deed recorded in Deed Book Q, Series 21 at Page 161 and Warranty Deed recorded in Deed Book P, Series 21 at Page 688 in the Office of the Register of Deeds for Roane County, Tennessee.