

EASEMENT INFORMATION SHEET

PROJECT Ruritan Road

Tract # 6

CLT Map & Parcel Number: 36 J-F, Parcel 0011.00

Property Location Information:

Address: Pine Ridge Road

Property Owner(s) Information:

Name: Gary Baker, dba Fairmont Investments

Address: P.O. Box 1123

Harriman, TN 37748

Phone: 882-2025

Email: _____

Total Square Footage of Permanent Easement: .119 ac — 5184 sq. ft. Rev..115 ac. 5009 sq ft.

Price per Square Foot: \$.28 **Total Cost of Easement:** (~~\$1451.42~~) Rev. (~~\$1402.63~~) **\$1,500.00**

Date Document Signed: HUB got this signed

Mailing Address for Check:

Make Check Payable To: Gary Baker, dba Fairmont Investments _____

Address: P.O. Box 1123 _____

City, State, Zip: Harriman, TN 37748 _____

Discussion with Property Owner:

Left documents on 10-15-12. Mr. Baker has plans for the property and would like the power lines to be underground. I told Tim Tucker about this and he scheduled a meeting on 11/27/12 with HUB (Steve Ladd, James Burnham, and Charles Dykes) to discuss all of the electric easement issues for Ruritan Road. I called Mr. Baker back several times and finally reached him in January. I told him the new poles would be ~ 3 feet behind the existing poles. He said he wanted to have the property staked so he could see where the easement area was located. Gene Lackey had the property staked and I talked with him again in February. (On several occasions I called and left a message asking his secretary to have him return my call. He never called me back.) I finally talked to Mr. Baker again when he happened to answer the phone and he said he wanted to meet with someone from HUB to walk the property and discuss the project. Tim Tucker told me to email the documents to Steve Ladd and asked him to contact Mr. Baker. I sent this to Steve on 2/27/13. In July, Frankie said that he and Steve would meet with Mr. Baker. Frankie called me

on 8/5/13 and said Mr. Baker wanted to have the easement revised to take out the deep part where the guy wires were located. Frankie was going to have Steve Ladd call Mark at Lackey and Associates to discuss the revisions. Received revisions on 8/6/13 and emailed to Frankie.

UTILITY EASEMENT

This Easement is entered into as of this 22 day of Aug, 2013, between Gary Baker, d/b/a/ Fairmont Investments (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)"



Gary Baker, d/b/a/ Fairmont Investments

Property Reference:

Deed Book 1160
Page 154

EXHIBIT "A"
EASEMENT DESCRIPTION

Gary Baker, d/b/a Fairmont Investments, 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 southwesterly side of Ruritan Road (Tennessee Highway 29) and southeasterly side of Ruritan Road S.E. (U. S. Highway 27) and being a non-exclusive utility easement which is more fully described by metes and bounds as follows:

Beginning on a right of way monument (found) on the southwesterly side of Ruritan Road (Tennessee Highway 29) and southeasterly side of Ruritan Road S.E. (U.S. Highway 27), said point being located at 45.8 feet from the survey center line for the new relocation of Ruritan Road (Tennessee Highway 29) and said beginning being defined as located at Tennessee Lambert Grid Position North = 576,754.64 and East = 2,395,107.80; Thence, with a fillet at the intersection of Ruritan Road (Tennessee Highway 29) with Ruritan Road S.E. (U.S. Highway 27), South 86deg 27min 04sec East 20.05 feet to an unmonumented point; Thence, with the westerly line(s) of Ruritan Road (Tennessee Highway 29) as follows: 1.) with a curve to the left, along a radius of 1344.07 feet for an arc length of 103.64 feet and having a chord of South 44deg 07min 28sec East 103.62 feet to an unmonumented point; 2.) South 46deg 20min 12sec East 15.93 feet to an unmonumented point; 3.) South 40deg 59min 26sec East 93.79 feet to an unmonumented point; Thence, with line(s) interior to Gary Baker d/b/a Fairmont Investments (1160/154) as follows: 1.) South 45deg 44min 09sec West 9.66 feet to an unmonumented point; 2.) North 44deg 15min 51sec West 18.89 feet to an unmonumented point; 3.) South 45deg 53min 38sec West 10.04 feet to an unmonumented point; 4.) North 44deg 06min 22sec West 209.90 feet to an unmonumented point in the southeasterly line of Ruritan Road S.E. (U. S. Highway 27); Thence, with the southeasterly line of Ruritan Road S.E. (U. S. Highway 27), North 49deg 56min 31sec East 10.72 feet to the point of beginning. Containing 0.115 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 August 25, 2012 and revised to August 5, 2013 and designated as Drawing Number 12-405-R1 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 11 in Group "F" on Roane County Tax Map 36J.

Easement is located within part of the same property acquired by Gary Baker d/b/a Fairmont Investments under a Warranty Deed recorded in Deed Book 1160 at Page 154 in the Office of the Register of Deeds for Roane County, Tennessee.

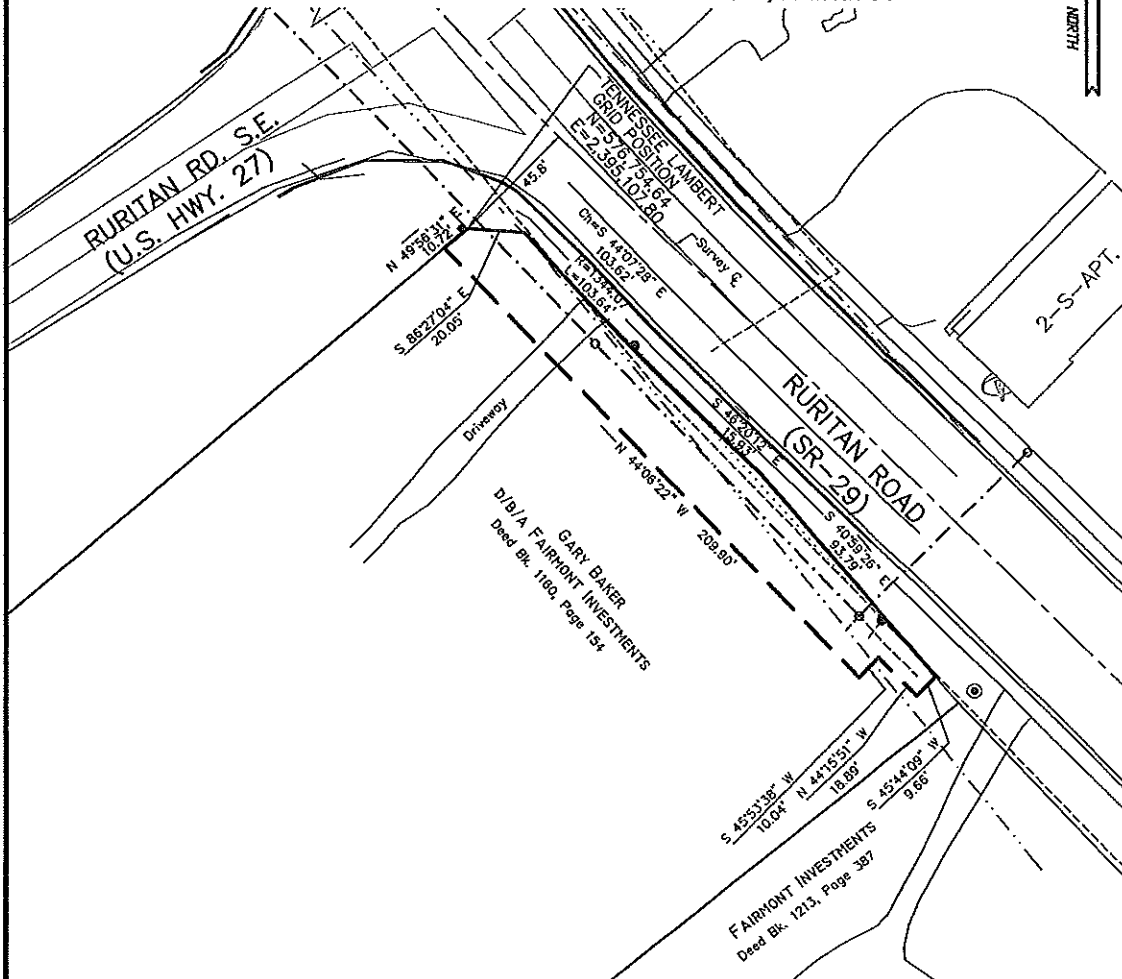
GENERAL NOTES

- Easement is Located Within Property Owned by Gary Baker d/b/a Fairmont Investments Under a Warranty Deed Recorded in Deed Book 1160 at Page 154 in the Office of the Register of Deeds for Roane County, Tennessee. Easement is Located Within Parcel 11, Group "F" on Roane County Tax Map 36J.
- 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 0.115 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)
- Right of Way Monument (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.

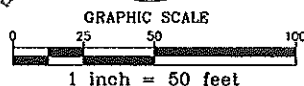
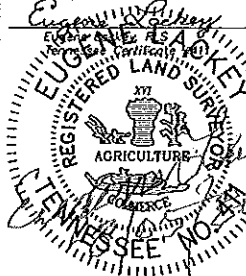


CERTIFICATION OF ACCURACY

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: AUGUST 25, 2012

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

Revision 1: August 5, 2013; Removed Guy Anchor Easement.

DRAWING NO. 12-405-R1

HARRIMAN UTILITY BOARD STANDARD ACKNOWLEDGEMENT:

Acknowledgement for Corporation

STATE OF TENNESSEE
COUNTY OF ROANE)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Harry B. [Signature]
with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who,
upon oath, acknowledged himself/herself to be the _____
of _____, a corporation, the within named bargainer,
and that he/she as such officer, executed the foregoing instrument for the purposes therein contained by
signing the name of the corporation by himself/herself as such officer.

WITNESS my hand and seal, at office, this 22 day of Aug, 2013.

[Signature]
Notary Public

My commission expires: June 21, 2015



Acknowledgement for Partnership

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, acknowledged himself/herself to be a general partner of _____
_____, a partnership, the within named bargainer,
and that he/she as such general partner, executed the foregoing instrument for the purposes therein
contained by signing the name of the partnership by himself/herself as its general partner.

WITNESS my hand and seal, at office, this _____ day of _____, 20____.

Notary Public

My commission expires: _____

HARRIMAN UTILITY BOARD STANDARD ACKNOWLEDGEMENT:

Acknowledgement for One or More Persons

STATE OF TENNESSEE
COUNTY OF ROANE)

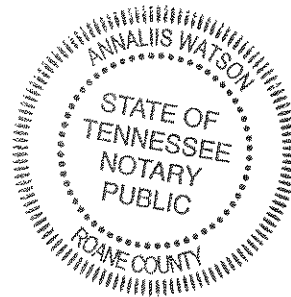
Before me, the undersigned authority, of the state and county aforesaid, personally appeared

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 22nd day of August, 2013.

Annalis Watson
Notary Public

My commission expires: June 21, 2015



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: 1478/337-341
13006090**

5 PGS : AL - EASEMENT	
DENISE BATCH: 100427	08/27/2013 - 09:20 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