

Prepared by: Harriman Utility Board  
P.O. Box 434 300 N. Roane St  
Harriman, TN 37748

Roane County, Tennessee  
CLT Map 36B-J  
Parcel 006.01

## UTILITY EASEMENT

This Easement is entered into as of this 5 day of November, 2012, between the City of Harriman (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) "



City of Harriman

Property Reference:

Deed Book J-13

Page 328

BK/PG: 1447/306-310  
12007544

5 PGS : AL - EASEMENT	
DENISE BATCH: 93180	11/19/2012 - 03:35 PM
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

**EXHIBIT "A"**  
**EASEMENT DESCRIPTION**

The Board of Directors of the City of Harriman School District,  
of Roane County, Tennessee.

TO

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

Easement situated in the First Civil District of Roane  
County, Tennessee and being located on the easterly side of  
Ruritan Road (Tennessee Highway 29), the southerly side of Pansy  
Hill Road and the northerly side of School Street, being a non-  
exclusive utility easement and 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 (Tennessee Highway 29), and the northerly right  
of way for School Street, said point being located at 57.6 feet  
from the survey center line for the relocation of Ruritan Road  
(Tennessee Highway 29), and said point defined as being located  
at Tennessee Lambert Grid Position North = 580,085.83 and East =  
2,394,298.98; Thence, with the easterly line of Ruritan Road  
(Tennessee Highway 29), as follows: 1.) North 03deg 34min 32sec  
West 46.29 feet to an unmonumented point; 2.) with a curve to  
the left, along a radius of 1482.50 feet for an arc length of  
185.77 feet and having a chord of North 07deg 09min 51sec West  
185.65 feet to an unmonumented point at the intersection of the  
easterly line of Pansy Hill Road; Thence, with the easterly line  
for Pansy Hill Road as follows: 1.) North 18deg 22min 00sec East  
158.63 feet to an unmonumented point 2.) North 23deg 59min 43sec  
East 6.33 feet to an unmonumented point, being a corner of Board  
of Directors of the City of Harriman School District with Roane  
County School Board; Thence, leaving Pansy Hill Road, with line  
of Roane County School Board, South 45deg 38min 00sec East 5.33  
feet to an unmonumented point in said line; Thence, with line(s)  
interior to The Board of Directors of the City of Harriman  
School District (J-13/328) as follows: 1.) South 23deg 59min  
43sec West 4.23 feet to an unmonumented point; 2.) South 18deg  
22min 00sec West 67.56 feet to an unmonumented point; 3.) South  
02deg 25min 40sec West 29.64 feet to an unmonumented point; 4.)  
South 52deg 26min 33sec East 24.40 feet to an unmonumented  
point; 5.) South 37deg 33min 27sec West 34.68 feet to an  
unmonumented point; 6.) South 02deg 25min 40sec West 53.29 feet  
to an unmonumented point; 7.) South 00deg 48min 52sec East  
170.47 feet to an unmonumented point; 5.) North 87deg 04min  
50sec East 91.46 feet to an unmonumented point; 6.) North 66deg  
46min 18sec East 322.75 feet to an unmonumented point in line of  
Roane County School Board; Thence, with line of Roane County  
School Board, South 23deg 49min 00sec East 9.07 feet to an  
unmonumented point in the northerly line of School Street;  
Thence, with the northerly line for School Street, South 66deg  
00min 00sec West 373.60 feet to an unmonumented point; Thence,  
with line along the intersection of the northerly right of way  
for School Street with easterly right of way for Ruritan Road  
(Tennessee Highway 29), North 80deg 42min 00sec West 55.46 feet  
to the point of beginning. Containing 0.259 Acre (more or less)  
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 23, 2012 and designated as Drawing Number 12-355 with bearings being referenced to Tennessee Lambert Grid North and position being referenced to Tennessee Lambert Grid Position (NAD 1983-95).

Easement is located within Parcel 6.01, Group "J" on Roane County Tax Map 36B.

Easement is located within the same property acquired by The Board of Directors of the City of Harriman School District, under a Warranty Deed recorded in Deed Book J, Series 13 at Page 328 in the Office of the Register of Deeds for Roane County, Tennessee.

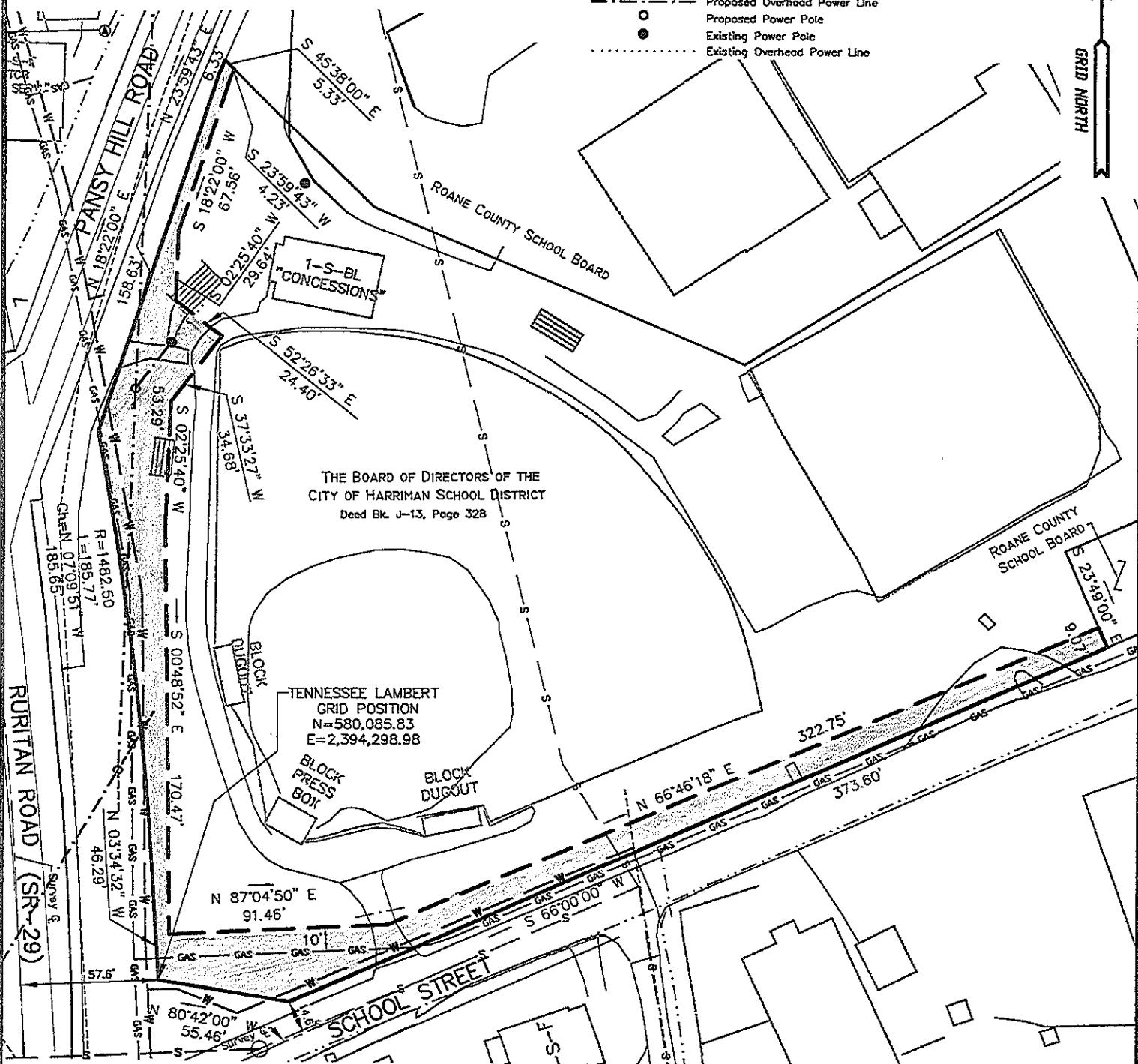
# GENERAL NOTES

- Easement is Located Within Property Owned by The Board of Directors of the City of Harriman School District Under a Warranty Deed Recorded in Deed Book J, Series 13 at Page 328. Reference to Records Found in the Office of the Register of Deeds for Roane County, Tennessee. Easement is Located Within Parcel 6.01, 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 0.259 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)
- 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.

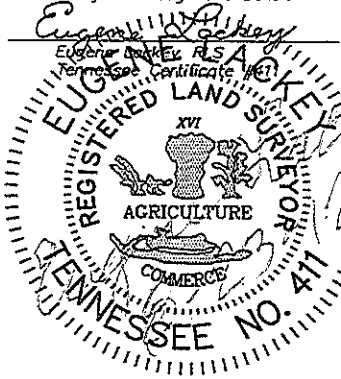


## CERTIFICATION OF ACCURACY

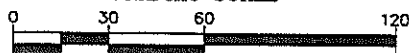
This is to Certify that the Property Surveyed is a "Category 2", Suburban and Subdivision Survey, with an Acceptable Linear Error of Closure Not to Exceed 1 in 7,500 and an Acceptable Angular Error of Closure Not to Exceed 25 Seconds Times the Square Root of the Number of Angles Turned. The Unadjusted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



GRAPHIC SCALE



1 inch = 60 feet

## PROPOSED UTILITY EASEMENT FOR: HARRIMAN UTILITY BOARD WITHIN THE CORPORATE LIMITS OF HARRIMAN

FIRST CIVIL DISTRICT ~ ROANE COUNTY, TENNESSEE

SCALE: 1 INCH = 60 FEET

DATE: AUGUST 23, 2012

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

DRAWING NO. 12-355

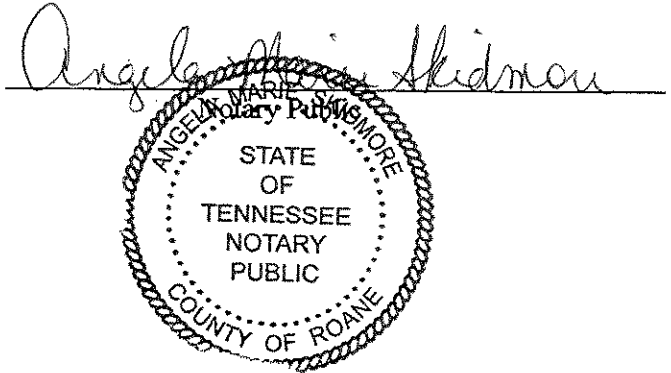
HARRIMAN UTILITY BOARD STANDARD ACKNOWLEDGEMENT:

**Acknowledgement for Corporation**

STATE OF TENNESSEE  
COUNTY OF ROANE)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Christopher Mason  
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 Mayer  
of the City of Harriman, 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 5<sup>th</sup> day of November, 2012.



My commission expires: 2/12/14

**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: \_\_\_\_\_