

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

Roane County, Tennessee
CLT Map 36B-F
Parcel 005.00

UTILITY EASEMENT

This Easement is entered into as of this 16th day of October, 2012, between Haskell Hill (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.

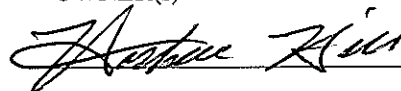
3. The Owner will have the right to use and enjoy the Easement Tract for lawns, gardens, pastures, roads, parking lots, and any purpose that does not interfere with or endanger the use and operation of the utility lines installed on the Easement Tract by HUB. The Owner is only granting HUB an easement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



Haskell Hill

Property Reference:

Deed Book K-22
Page 294

EXHIBIT "A"
EASEMENT DESCRIPTION

Haskell Hill, 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 westerly side of Ruritan Road (Tennessee Highway 29), being a non-exclusive utility easement which is more fully described by metes and bounds as follows:

Beginning on an unmonumented point in the westerly right of way for 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, being a corner of Haskell Hill with Lann David Webb and said beginning being further defined as located at Tennessee Lambert Grid Position North = 580,339.68 and East = 2,394,165.40; Thence, with line of Lann David Webb (J-22/171, Z-18/789, M-17/266 and G-14/446), South 85deg 42min 51sec West 45.65 feet to an unmonumented point in said line; Thence, with line(s) interior to Haskell Hill (K-22/294) as follows: 1.) North 02deg 58min 20sec West 6.16 feet to an unmonumented point; 2.) North 87deg 01min 40sec East 6.13 feet to an unmonumented point; 3.) North 01deg 38min 52sec East 11.20 feet to an unmonumented point; 4.) South 88deg 21min 08sec East 18.24 feet to an unmonumented point; 5.) North 10deg 56min 02sec West 39.36 feet to an unmonumented point; 6.) North 16deg 56min 44sec West 24.93 feet to an unmonumented point in a line of Chandubhai Patel; Thence, with line of Chandubhai Patel (1395/866), North 87deg 31min 11sec East 17.09 feet to an unmonumented point in the westerly right of way line for Ruritan Road; Thence, with the westerly line of Ruritan Road (Tennessee Highway 29) as follows: 1.) with a curve to the right, along a radius of 1382.50 feet for an arc length of 25.59 feet and having a chord of South 15deg 17min 45sec East 25.59 feet to an unmonumented point; 2.) with a curve to the right, along a radius of 1386.39 feet for an arc length of 53.66 feet and having a chord of South 13deg 00min 36sec East 53.65 feet to the point of beginning. Containing 0.039 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 20, 2012 and designated as Drawing Number 12-322 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 5, Group "F" on Roane County Tax Map 36B.

Easement is located within part of the same property acquired by Haskell Hill under a Warranty Deed recorded in Deed Book K, Series 22 at Page 294 with exception of a Warranty Deed to the State of Tennessee recorded in Deed Book 1395 at Page 96. Reference to records found in the Office of the Register of Deeds for Roane County, Tennessee.

HARRIMAN UTILITY BOARD STANDARD ACKNOWLEDGEMENT:

Acknowledgement for One or More Persons

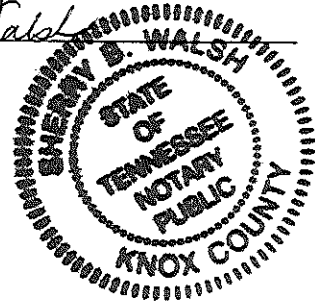
STATE OF TENNESSEE
COUNTY OF ROANE)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared
Haskell Hill
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 16th day of October, 20 12.

Sheray B. Walsh
Notary Public

My commission expires: 11-23-14



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: 1446/284-287
12007333

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|-----------------------|-----------------------|
| 4 PGS : AL - EASEMENT | |
| DENISE BATCH: 92988 | 11/09/2012 - 10:00 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