

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

Roane County, Tennessee
CLT Map 36G-F
Parcel 006.00

UTILITY EASEMENT

This Easement is entered into as of this 10th day of July, 2013, between Rickie L. Lowery and Herman E. Lowery (life estate), (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) "

Rickie L. Lowery
Rickie L. Lowery
Evelyn J. Davidson POA for
Herman E. Lowery
Herman E. Lowery (life estate)

Property Reference:

Deed Book 1442, Page 595
Deed Book 1304, Page 621

EXHIBIT "A"
EASEMENT DESCRIPTION

Rickie L. Lowery and Herman E. Lowery (life estate), 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 the City of Harriman, Tennessee and being located on the easterly side of Ruritan Road (Tennessee Highway 29) and the southerly side of Scarbro Road and being a non-exclusive utility easement which is more fully described by metes and bounds as follows:

Beginning on a spike (found) at a corner of Rickie L. Lowery and Herman E. Lowery (life estate) (1442/595) with Jerry W. Lowery (1409/516) in the easterly right of way for Ruritan Road (Tennessee Highway 29), said point being located at 71.0 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 = 578,569.35 and East = 2,394,505.76; Thence, with the easterly line of Ruritan Road (Tennessee Highway 29), along a line 71.0 feet from and parallel with the survey center line, North 16deg 34min 32sec West 79.21 feet to an unmonumented point at the intersection of Ruritan Road (Tennessee Highway 29) with Scarbro Road which point is located at 30.5 feet from the survey center line for Scarbro Road; Thence, with the southerly line for Scarbro Road as follows: 1.) North 65deg 21min 06sec East 74.16 feet to an unmonumented point; 2.) North 12deg 08min 10sec West 7.13 feet to an unmonumented point; 3.) North 77deg 51min 50sec East 179.67 feet to an unmonumented point; 4.) South 12deg 08min 10sec East 1.93 feet to a spike (found), being a corner of Rickie L. Lowery and Herman E. Lowery (life estate) with Bonnie Brandon; Thence, with line of Bonnie Brandon (P-21/646 and W-17/20), South 08deg 43min 03sec West 21.72 feet to an unmonumented point in said line; Thence, with line(s) interior to Rickie L. Lowery and Herman E. Lowery (life estate) (1409/516) as follows: 1.) South 74deg 36min 03sec West 194.83 feet to an unmonumented point; 2.) South 14deg 05min 08sec East 68.18 feet to an unmonumented point in the common line of Rickie L. Lowery and Herman E. Lowery (life estate) with Jerry W. Lowery; Thence, with a line of Jerry W. Lowery (1409/516), South 76deg 59min 12sec West 46.02 feet the point of beginning. Containing 0.214 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 23, 2012 and revised to July 10, 2013 and designated as Drawing Number 12-350-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 6, Group "F" on Roane County Tax Map 36G.

Easement is located within part of the same property acquired by Rickie L. Lowery with Herman E. Lowery (life Estate) under a Quit Claim Deed recorded in Deed Book 1442 at Page 595 in the Office of the Register of Deeds for Roane County, Tennessee.

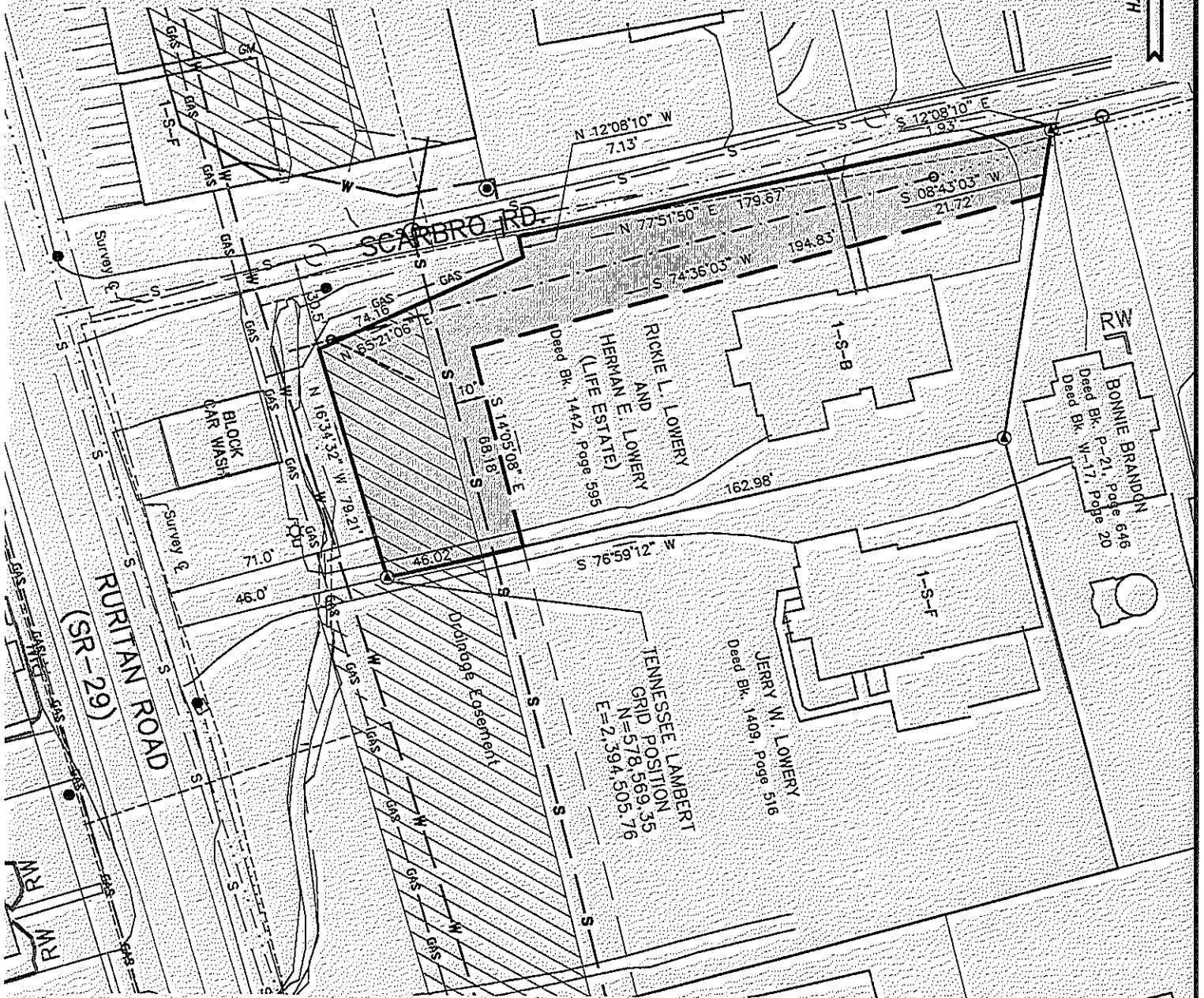
GENERAL NOTES

- Easement is Located Within Property Owned by Rickie L. Lowery and Herman E. Lowery (Life Estate) Under a Quit Claim Deed Recorded in Deed Book 1442 at Page 595 With Exception of Deed to the State of Tennessee Recorded in Deed Book 1447 at Page 516 and Easement to Harriman Utility Board as Recorded in Deed Book 1450 at Page 12. Reference to Records Found in the Office of the Register of Deeds for Roane County, Tennessee. Easement is Located Within Parcel 6, Group "F" on Roane County Tax Map 36G.
- 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 0.214 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
—	Proposed Sanitary Sewer Line
○	Proposed Sanitary Sewer Manhole
○	Iron Pipe (Found)
○	Iron Pin (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.

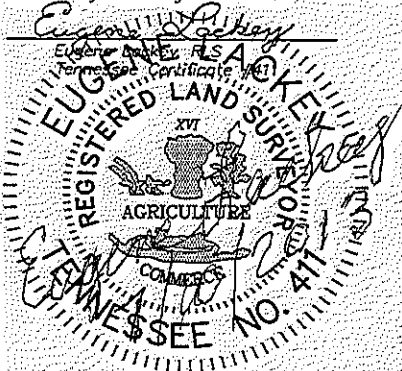


CERTIFICATION OF ACCURACY

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.



GRAPHIC SCALE



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 23, 2012

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

Revision 1: July 10, 2013; Technical Revision.

DRAWING NO. 12-350-R1

HARRIMAN UTILITY BOARD STANDARD ACKNOWLEDGEMENT:

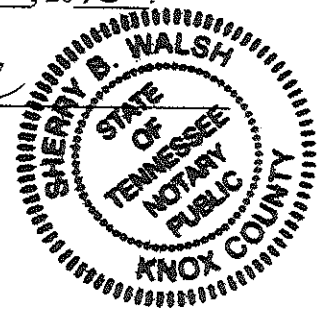
Acknowledgement for One or More Persons

STATE OF TENNESSEE
COUNTY OF ROANE)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared
Rickie L. Lowery
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 10th day of July, 2013.

Sherry B. Walsh
Notary Public



My commission expires: 11-23-14

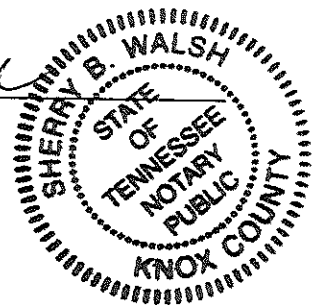
Acknowledgement for One or More Persons

STATE OF TENNESSEE
COUNTY OF ROANE)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared
Evelyn L. Davidson, POA for Herman E. Lowery (life estate)
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 10th day of July, 2013.

Sherry B. Walsh
Notary Public



My commission expires: 11-23-14

BK/PG: 1477/224-227

13005818

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

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

Roane County, Tennessee
CLT Map 36G-F
Parcel 006.00

UTILITY EASEMENT

This Easement is entered into as of this 10th day of July, 2013, between Rickie L. Lowery and Herman E. Lowery (life estate), (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.

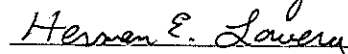
5. Ownership of the property was determined by review of warranty deeds and tax records, and no title opinion nor any subordination of liens was obtained for this property. The Owner, by executing this Agreement, represents that he/she/they is the owner of the Easement Tract and has the exclusive right 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) "



Rickie L. Lowery  POA for


Herman E. Lowery (life estate)

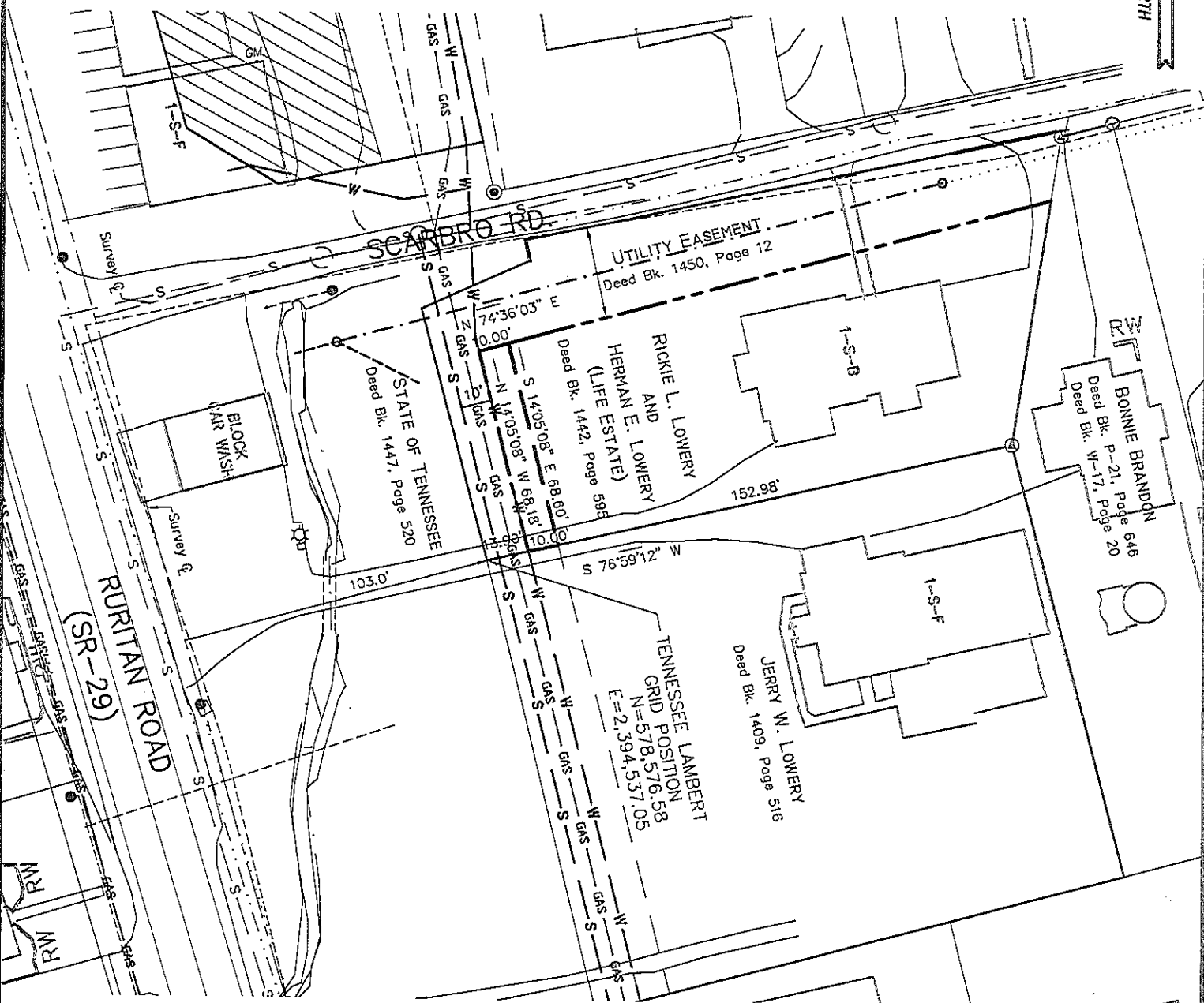
Property Reference:

Deed Book 1442, Page 595
Deed Book 1304, Page 621

1. Easement is Located Within Property Owned by Rickie L. Lowery and Herman E. Lowery (Life Estate) Under a Quit Claim Deed Recorded in Deed Book 1442 at Page 595 With Exception of Deed to the State of Tennessee Recorded in Deed Book 1447 at Page 516 and Easement to Harriman Utility Board as Recorded in Deed Book 1450 at Page 12. Reference to Records Found in the Office of the Register of Deeds for Roane County, Tennessee. Also Reference Drawing Number 12-350 for Prior HUB Easement. Easement is Located Within Parcel 6, Group "F" 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 0.016 Acs.± in Proposed Utility Easement.

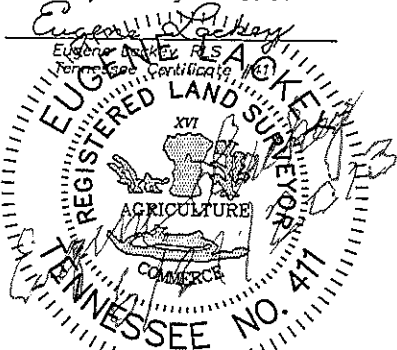
=====	Easement Line
=====	Easement Line 1450/12
----- GAS -----	Proposed Gas Line
-----	Existing Gas Line
----- W -----	Proposed Water Line
-----	Existing Water Line
----- S -----	Existing Sanitary Sewer Line
----- S -----	Proposed Sanitary Sewer Line
○	Proposed Sanitary Sewer Manhole
⊙	Iron Pipe (Found)
⊗	Iron Pin (Found)
----- ○ -----	Proposed Overhead Power Line
○	Proposed Power Pole
⊙	Existing Power Pole
----- ○ -----	Existing Overhead Power Line

TENNESSEE LAIBERT | GRID NORTH



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.

*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.*



Age Group	Percentage
18-24	10%
25-34	20%
35-44	25%
45-54	20%
55-64	15%
65-74	10%
75-84	5%
85+	5%

1 inch = 50 feet

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: JUNE 21, 2013

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

DRAWING NO. 13-292

EXHIBIT "A"
EASEMENT DESCRIPTION

Rickie L. Lowery and Herman E. Lowery (life estate), 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 the City of Harriman, Tennessee and being located on the easterly side of Ruritan Road (Tennessee Highway 29) and the southerly side of Scarbro Road and being a non-exclusive utility easement which is more fully described by metes and bounds as follows:

Commencing on an unmonumented point at an original corner of Jerry W. Lowery with Rickie L. Lowery on the easterly side of Ruritan Road (Tennessee Highway 29), said point being located at 103.0 feet from the survey center line of the new relocation for Ruritan Road (Tennessee Highway 29) and said commencement being further defined as located at Tennessee Lambert Grid Position North = 578,576.58 and East = 2,394,537.05; Then traverse, with the original common line of Jerry W. Lowery with Rickie L. Lowery, North 76deg 59min 12sec East 13.90 feet to an unmonumented point at the southerly corner of the easement as described herein in the common line of Rickie L. Lowery with Jerry W. Lowery and being the point of Beginning; Thence, with lines interior to Rickie L. Lowery (1442/595) and being along line(s) of previously acquired HUB easement (1450/12) as follows: 1.) North 14deg 05min 08sec West 68.18 feet to an unmonumented point; 2.) North 74deg 36min 03sec East 10.00 feet to an unmonumented point; Thence, leaving line(s) of previous HUB easement with line interior to Rickie L. Lowery (1442/595), South 14deg 05min 08sec East 68.60 feet to an unmonumented point in the common line of Rickie L. Lowery with Jerry W. Lowery; Thence, with line of Jerry W. Lowery (1409/516), South 76deg 59min 12sec West 10.00 feet to the point of beginning. Containing 0.016 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 June 21, 2013 and designated as Drawing Number 13-292 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 6, Group "F" on Roane County Tax Map 36-G.

Easement is located within part of the same property acquired by Rickie L. Lowery with Herman E. Lowery (life Estate) under a Quit Claim Deed recorded in Deed Book 1442 at Page 595 with exception of highway property obtained by the State of Tennessee under deed recorded in Deed Book 1447 at Page 516 and with the exception of previously acquired easement by Harriman Utility Board in Deed Book 1450 at Page 12. Reference is to records found in the Office of the Register of Deeds for Roane County, Tennessee.



HARRIMAN UTILITY BOARD STANDARD ACKNOWLEDGEMENT:

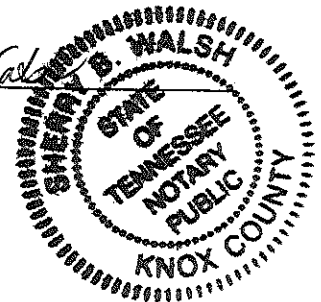
Acknowledgement for One or More Persons

STATE OF TENNESSEE
COUNTY OF ROANE)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Rickie L. Lowery
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 10th day of July, 2013.

Sherry B. Walsh
Notary Public



My commission expires: 11-23-14

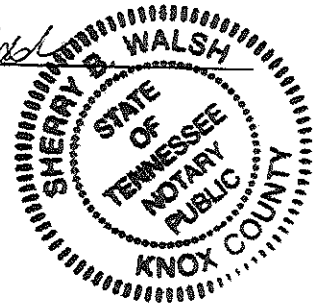
Acknowledgement for One or More Persons

STATE OF TENNESSEE
COUNTY OF ROANE)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Evelyn L. Davidson, POA For Herman E. Lowery (life estate)
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 10th day of July, 2013.

Sherry B. Walsh
Notary Public



My commission expires: 11-23-14

BK/PG: 1477/220-223

13005817

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

RLL

UTILITY EASEMENT

This Easement is entered into as of this 7th day of December, 2012, between Rickie L. Lowery (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)"

Rickie L. Lowery

Herman E. Lowery

Rickie L. Lowery

Property Reference:

Deed Book 1340, Page 621

Deed Book 1165, Page 364

Deed Book 1442, Page 595

EXHIBIT "A"
EASEMENT DESCRIPTION

Herman E. Lowery, 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 the City of Harriman, Tennessee and being located on the easterly side of Ruritan Road (Tennessee Highway 29) and the southerly side of Scarbro Road and being a non-exclusive utility easement which is more fully described by metes and bounds as follows:

Beginning on a spike (found) at a corner of Herman E. Lowery (1304/621 and 1165/364) with Jerry W. Lowery (1409/516) in the easterly right of way for Ruritan Road (Tennessee Highway 29), said point being located at 71.0 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 = 578,569.35 and East = 2,394,505.76; Thence, with the easterly line of Ruritan Road (Tennessee Highway 29), along a line 71.0 feet from and parallel with the survey center line, North 16deg 34min 32sec West 79.21 feet to an unmonumented point at the intersection of Ruritan Road (Tennessee Highway 29) with Scarbro Road which point is located at 30.5 feet from the survey center line for Scarbro Road; Thence, with the southerly line for Scarbro Road as follows: 1.) North 65deg 21min 06sec East 74.16 feet to an unmonumented point; 2.) North 12deg 08min 10sec West 7.13 feet to an unmonumented point; 3.) North 77deg 51min 50sec East 179.67 feet to an unmonumented point; 4.) South 12deg 08min 10sec East 1.93 feet to a spike (found), being a corner of Herman E. Lowery with Bonnie Brandon; Thence, with line of Bonnie Brandon (P-21/646 and W-17/20), South 08deg 43min 03sec West 21.72 feet to an unmonumented point in said line; Thence, with line(s) interior to Herman E. Lowery (1304/621 and 1165/364) as follows: 1.) South 74deg 36min 03sec West 194.83 feet to an unmonumented point; 2.) South 14deg 05min 08sec East 68.18 feet to an unmonumented point in the common line of Herman E. Lowery with Jerry W. Lowery; Thence, with a line of Jerry W. Lowery (1409/516), South 76deg 59min 12sec West 46.02 feet the point of beginning. Containing 0.214 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 23, 2012 and designated as Drawing Number 12-350 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 6, Group "F" on Roane County Tax Map 36G.

Easement is located within part of the same property acquired by Herman E. Lowery under a Quit Claim Deed recorded in Deed Book 1304 at Page 621 and under a Warranty Deed recorded in Deed Book 1165 at Page 364 in the Office of the Register of Deeds for Roane County, Tennessee.

and under a quit Claim Deed recorded in Deed Book 1442, Page 595

GENERAL NOTES

- Easement is Located Within Property Owned by Herman E. Lowery Under a Quit Claim Deed Recorded in Deed Book 1304 at Page 621 and Warranty Deed Recorded in Deed Book 1165 at Page 364, 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 6, Group "F" on Roane County Tax Map 36G.
- 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 0.214 Acs.± in Proposed Utility Easement.

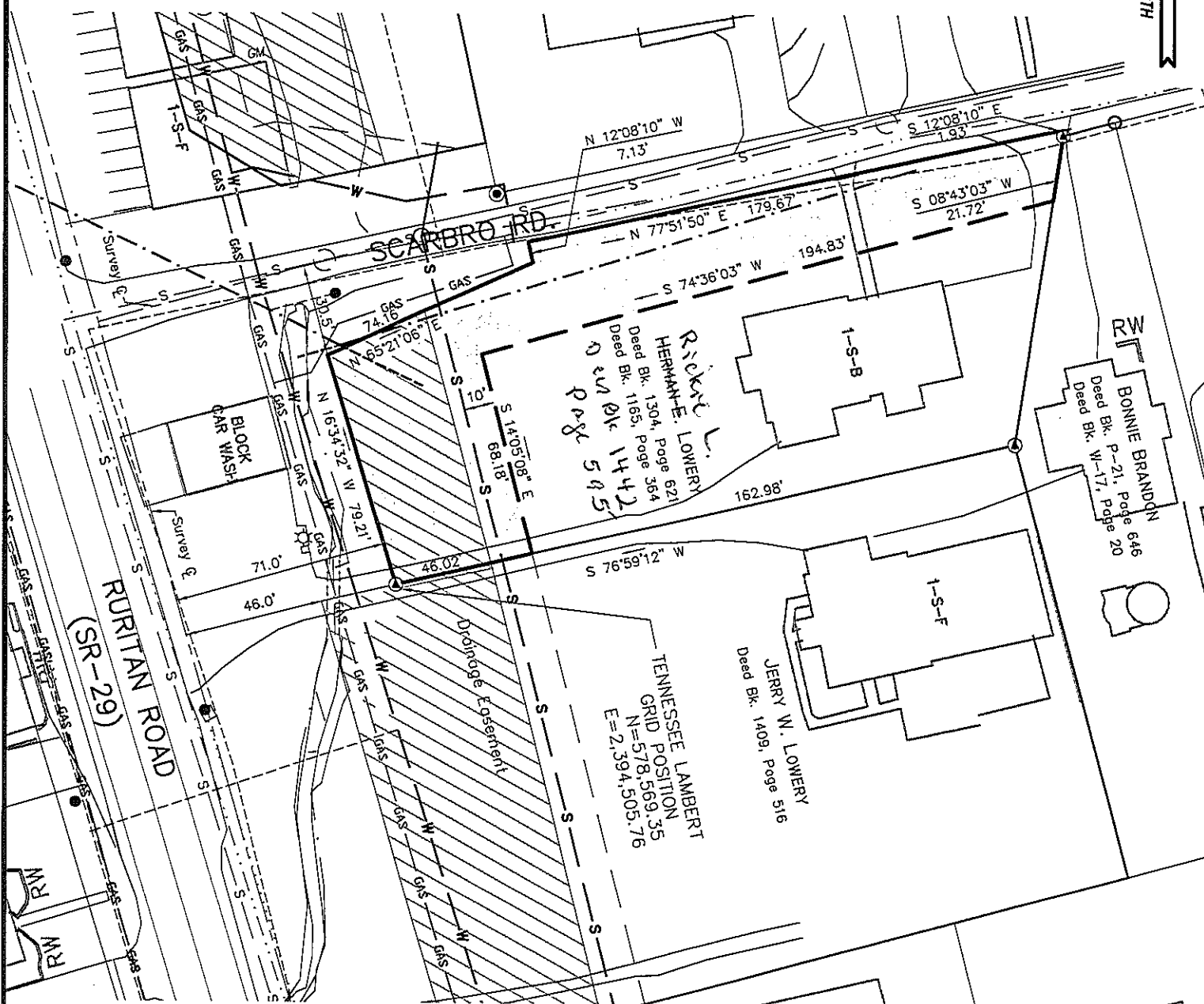
MAP LEGEND

— GAS —	Easement Line
— W —	Proposed Gas Line
— S —	Existing Gas Line
— S —	Proposed Water Line
— S —	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.

TENNESSEE LAMBERT GRID NORTH

and Quit Claim
Deed recorded
in Deed Book
1442, Page 595
(10-5-12)

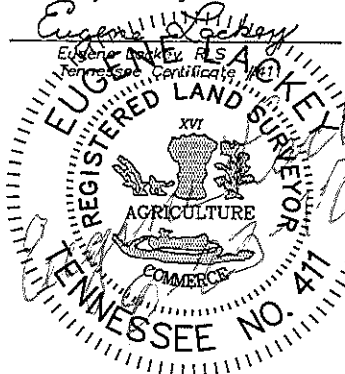


CERTIFICATION OF ACCURACY

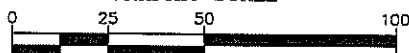
This is to Certify that the Property Surveyed is a "Category 2", Suburban and Subdivision Survey, with an Acceptable Linear Error of Closure Not to Exceed 1 in 7,500 and an Acceptable Angular Error of Closure Not to Exceed 25 Seconds Times the Square Root of the Number of Angles Turned. The Unadjusted 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 = 50 feet

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 23, 2012

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

DRAWING NO. 12-350

HARRIMAN UTILITY BOARD STANDARD ACKNOWLEDGEMENT:

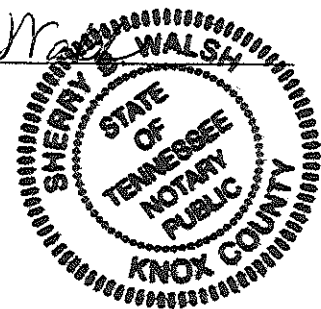
Acknowledgement for One or More Persons

STATE OF TENNESSEE
COUNTY OF ROANE)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared
Rickie L. Lowery
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 7th day of December, 2012.

Sherry 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: 1450/12-15
12008191

4 PGS : AL - EASEMENT	
KRISTI BATCH: 93868	12/17/2012 - 09:50 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

RLL

UTILITY EASEMENT

This Easement is entered into as of this 7th day of December, 2012, between Rickie L. Lowery (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)"

Rickie L. Lowery

Herman E. Lowery

Rickie L. Lowery

Property Reference:

Deed Book 1340, Page 621

Deed Book 1165, Page 364

Deed Book 1442, Page 595

EXHIBIT "A"
EASEMENT DESCRIPTION

Herman E. Lowery, 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 the City of Harriman, Tennessee and being located on the easterly side of Ruritan Road (Tennessee Highway 29) and the southerly side of Scarbro Road and being a non-exclusive utility easement which is more fully described by metes and bounds as follows:

Beginning on a spike (found) at a corner of Herman E. Lowery (1304/621 and 1165/364) with Jerry W. Lowery (1409/516) in the easterly right of way for Ruritan Road (Tennessee Highway 29), said point being located at 71.0 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 = 578,569.35 and East = 2,394,505.76; Thence, with the easterly line of Ruritan Road (Tennessee Highway 29), along a line 71.0 feet from and parallel with the survey center line, North 16deg 34min 32sec West 79.21 feet to an unmonumented point at the intersection of Ruritan Road (Tennessee Highway 29) with Scarbro Road which point is located at 30.5 feet from the survey center line for Scarbro Road; Thence, with the southerly line for Scarbro Road as follows: 1.) North 65deg 21min 06sec East 74.16 feet to an unmonumented point; 2.) North 12deg 08min 10sec West 7.13 feet to an unmonumented point; 3.) North 77deg 51min 50sec East 179.67 feet to an unmonumented point; 4.) South 12deg 08min 10sec East 1.93 feet to a spike (found), being a corner of Herman E. Lowery with Bonnie Brandon; Thence, with line of Bonnie Brandon (P-21/646 and W-17/20), South 08deg 43min 03sec West 21.72 feet to an unmonumented point in said line; Thence, with line(s) interior to Herman E. Lowery (1304/621 and 1165/364) as follows: 1.) South 74deg 36min 03sec West 194.83 feet to an unmonumented point; 2.) South 14deg 05min 08sec East 68.18 feet to an unmonumented point in the common line of Herman E. Lowery with Jerry W. Lowery; Thence, with a line of Jerry W. Lowery (1409/516), South 76deg 59min 12sec West 46.02 feet the point of beginning. Containing 0.214 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 23, 2012 and designated as Drawing Number 12-350 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 6, Group "F" on Roane County Tax Map 36G.

Easement is located within part of the same property acquired by Herman E. Lowery under a Quit Claim Deed recorded in Deed Book 1304 at Page 621 and under a Warranty Deed recorded in Deed Book 1165 at Page 364 in the Office of the Register of Deeds for Roane County, Tennessee.

and under a quit Claim Deed recorded in Deed Book 1442, Page 595

GENERAL NOTES

- Easement is Located Within Property Owned by Herman E. Lowery Under a Quit Claim Deed Recorded in Deed Book 1304 at Page 621 and Warranty Deed Recorded in Deed Book 1165 at Page 364, 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 6, Group "F" on Roane County Tax Map 36G.
- 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 0.214 Acs.± in Proposed Utility Easement.

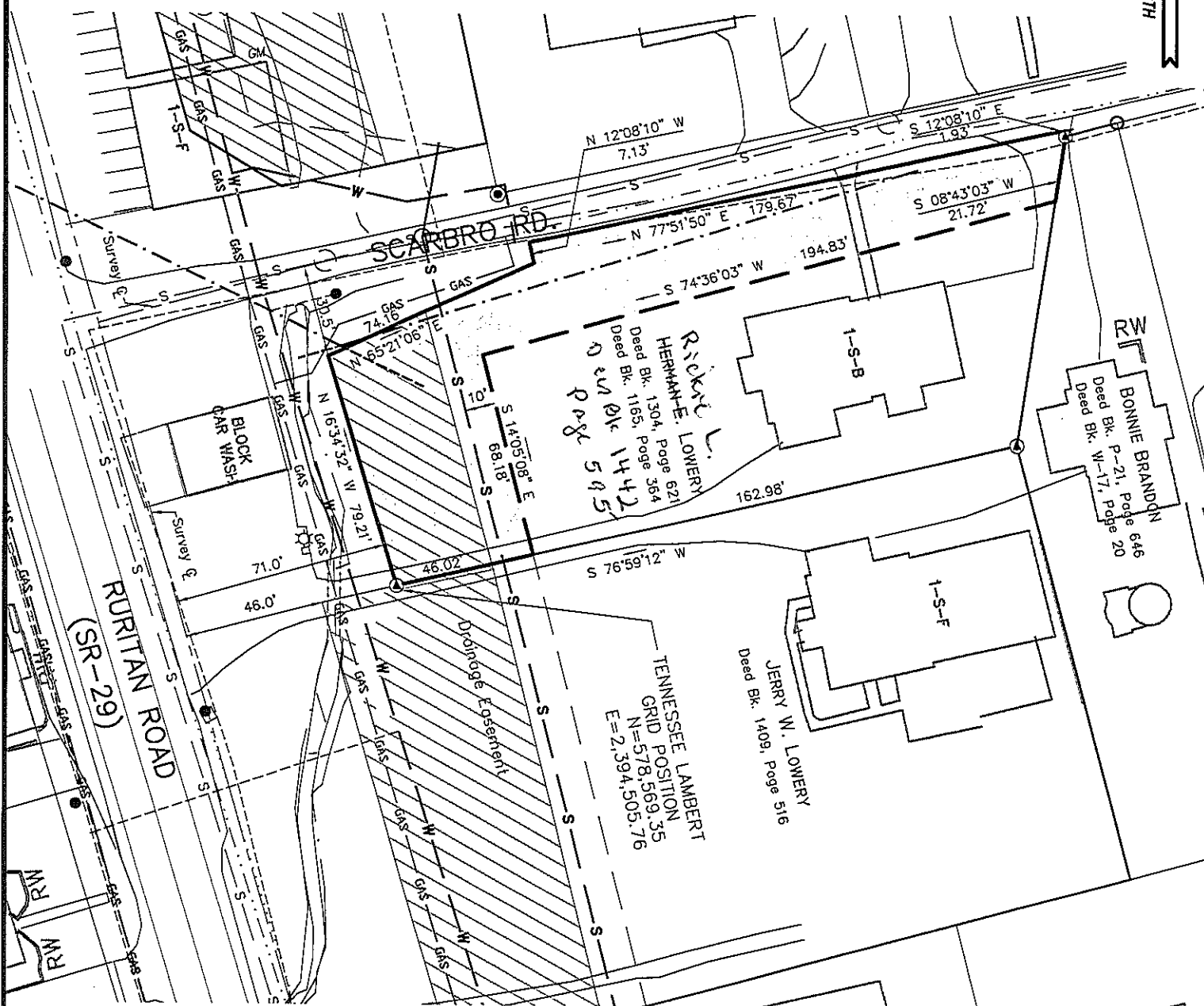
MAP LEGEND

— GAS —	Easement Line
— W —	Proposed Gas Line
— S —	Existing Gas Line
— S —	Proposed Water Line
— S —	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.

TENNESSEE LAMBERT GRID NORTH

and Quit Claim Deed recorded in Deed Book 1442, Page 595 (10-5-12)

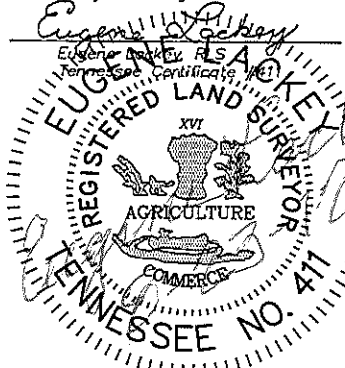


CERTIFICATION OF ACCURACY

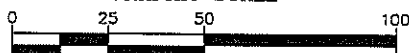
This is to Certify that the Property Surveyed is a "Category 2", Suburban and Subdivision Survey, with an Acceptable Linear Error of Closure Not to Exceed 1 in 7,500 and an Acceptable Angular Error of Closure Not to Exceed 25 Seconds Times the Square Root of the Number of Angles Turned. The Unadjusted 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 = 50 feet

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 23, 2012

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

DRAWING NO. 12-350

HARRIMAN UTILITY BOARD STANDARD ACKNOWLEDGEMENT:

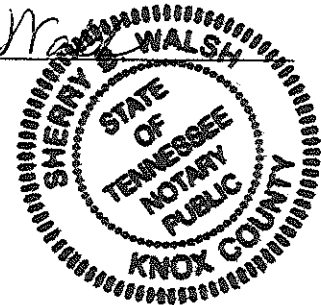
Acknowledgement for One or More Persons

STATE OF TENNESSEE
COUNTY OF ROANE)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared
Rickie L. Lowery
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 7th day of December, 2012.

Sherry 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: 1450/12-15
12008191

4 PGS : AL - EASEMENT	
KRISTI BATCH: 93868	12/17/2012 - 09:50 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