

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

Roane County, Tennessee  
CLT Map 36J-D  
Parcel 006.00 & Parcel 008.00

## UTILITY EASEMENT

This Easement is entered into as of this 11<sup>th</sup> day of February, 2013, between Jimmy Payne and Steve Byerly (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) "



Jimmy Payne



Steve Byerly

Property Reference:

Deed Book 1242

Page 4

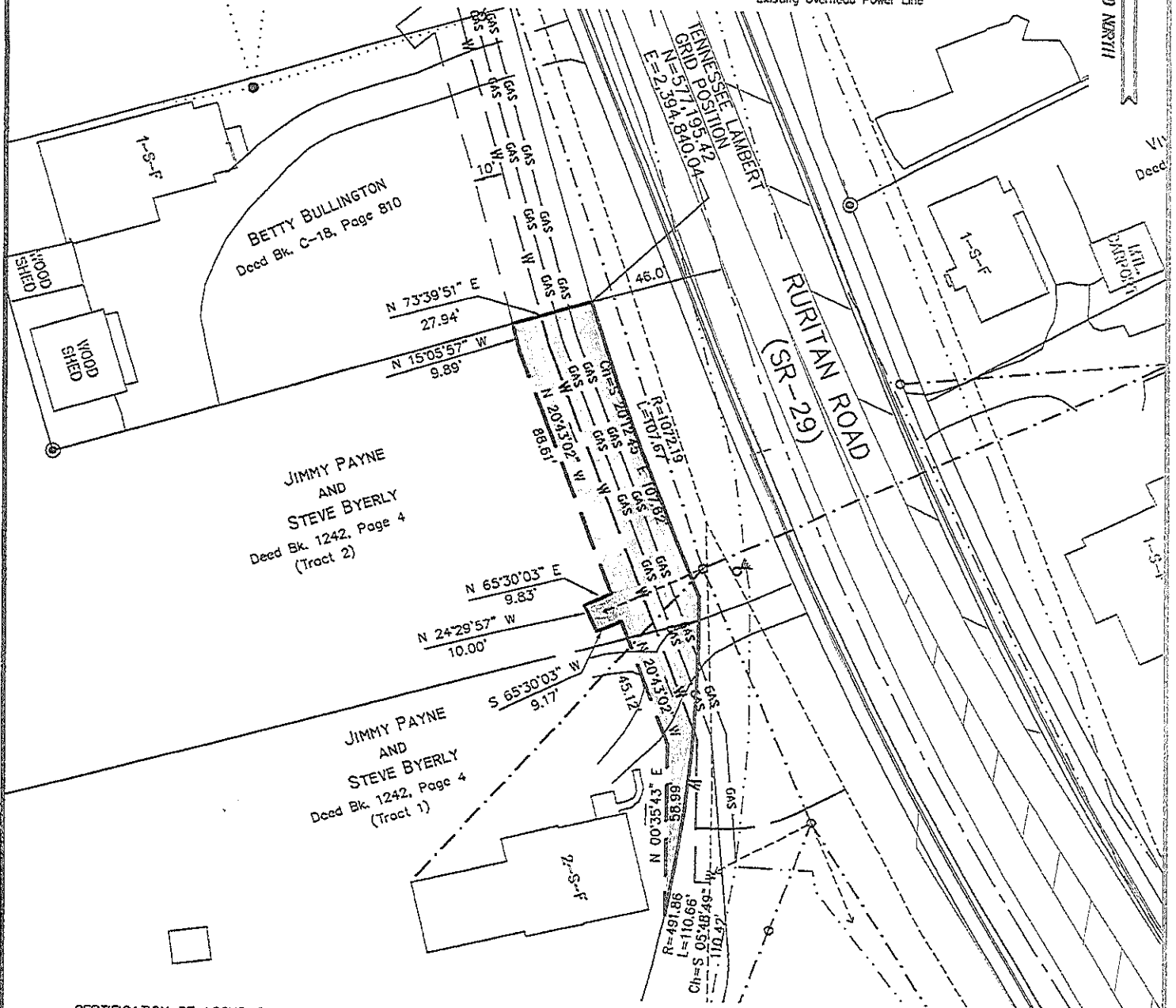
# GENERAL NOTES

- Easement is Located Within Property Owned by Jimmy Payne and Steve Byerly Under a Warranty Deed Recorded in Deed Book 1242 at 4, With Exception of Deed to State of Tennessee Recorded in Deed Book 1363 at Page 957 and Deed to State of Tennessee Recorded in Deed Book 1377 at Page 193. Reference to Records Found in the Office of the Register of Deeds for Roane County, Tennessee. Easement is Located Within Parcel 6 and Parcel 8, Group "D" on Roane County Tax Map 36J, Control 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 0.097 Acs.± in Proposed Utility Easement.

## MAP LEGEND

—	Easement Line
---	Proposed Gas Line
---	Existing Gas Line
---	Proposed Water Line
---	Existing Water Line
---	Existing Sanitary Sewer Line
---	Proposed Sanitary Sewer Line
○	Proposed Sanitary Sewer Manhole
○	Iron Pipe (Found)
○	Iron Pin (Found)
×	X in Sidewalk (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.

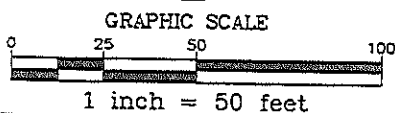
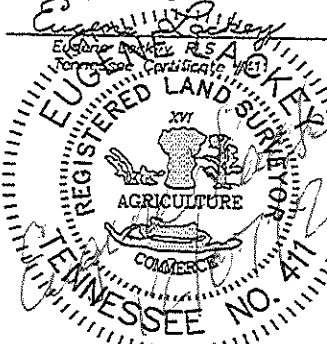


## CERTIFICATION OF ACCURACY

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 23, 2012

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

Revision 2: December 7, 2012; Revised Easement.

DRAWING NO. 12-336-R2

EXHIBIT "A"  
EASEMENT DESCRIPTION

Jimmy Payne and Steve Byerly, as tenants in common, 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) and 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 line of Ruritan Road (Tennessee Highway 29), said point being located at 46.0 feet from the survey center line for the new relocation of Ruritan Road (Tennessee Highway 29) and being a corner of Jimmy Payne and Steve Byerly with Betty Bullington and said beginning being defined as located at Tennessee Lambert Grid Position North = 577,195.42 and East = 2,394,840.04; 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 1072.19 for an arc length of 107.67 feet and having a chord of South 20deg 12min 45sec East 107.62 feet to an unmonumented point; 2.) with a non-tangent curve to the right, along a radius of 491.86 feet for an arc length of 110.66 feet and having a chord of South 05deg 48min 49sec West 110.42 feet to an unmonumented point; Thence, leaving Ruritan Road (Tennessee Highway 29), with line(s) interior to Jimmy Payne and Steve Byerly (1242/4) as follows: 1.) North 00deg 35min 43sec East 58.99 feet to an unmonumented point; 2.) North 20deg 43min 02sec West 45.12 feet to an unmonumented point; 3.) South 65deg 30min 03sec West 9.17 feet to an unmonumented point; 4.) North 24deg 29min 57sec West 10.00 feet to an unmonumented point; 5.) North 65deg 30min 03sec East 9.83 feet to an unmonumented point; 6.) North 20deg 43min 02sec West 88.61 feet to an unmonumented point; 7.) North 15deg 05min 57sec West 9.89 feet to an unmonumented point in a line of Betty Bullington; Thence, with line of Betty Bullington (C-18/810), North 73deg 39min 51sec East 27.94 feet to the point of beginning. Containing 0.097 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 on December 7, 2012 and designated as Drawing Number 12-336-R2 with bearings being referenced to Tennessee Lambert Grid North and position being referenced to Tennessee Lambert Grid Position (NAD 1983-95) datum adjusted by a factor of 1.00009.

Easement is located within part of Parcel 6 and part of Parcel 8 in Group "D" on Roane County Tax Map 36J, Control Map 36G.

Easement is located within part of the same property acquired by Jimmy Payne and Steve Byerly, tenants in common under a Warranty Deed recorded in Deed Book 1242 at Page 4 with exception of a Warranty Deed to the State of Tennessee recorded in Deed Book 1363 at Page 957 and also with exception of a Warranty Deed to the State of Tennessee recorded in Deed Book 1377 at Page 193. Reference is to records found in the Office of the Register of Deeds for Roane County, Tennessee.

HARRIMAN UTILITY BOARD STANDARD ACKNOWLEDGEMENT:

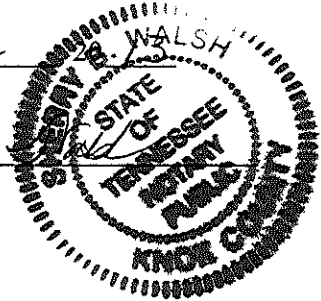
Acknowledgement for One or More Persons

STATE OF TENNESSEE  
COUNTY OF ROANE)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Jimmy Payne  
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 11<sup>th</sup> day of February

Sherry B. Walsh  
Notary Public



My commission expires: 11-23-14

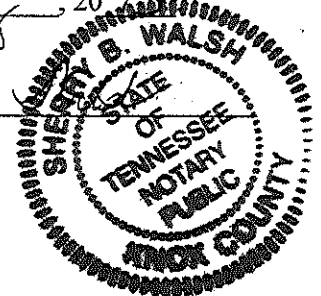
Acknowledgement for One or More Persons

STATE OF TENNESSEE  
COUNTY OF ROANE)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Steve Byerly  
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 11<sup>th</sup> day of February, 2013

Sherry B. Walsh  
Notary Public



My commission expires: 11-23-14

BK/PG: 1456/123-126

13001130



4 PGS : AL - EASEMENT	
DENISE BATCH: 95406	02/13/2013 - 10:55 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