

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

Roane County, Tennessee  
CLT Map 36G - F  
Parcel 005.01

### 1 UTILITY EASEMENT

This Easement is entered into as of this 25 day of July, 2013, between Danny Thomas and wife, Susan L. Thomas, (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.

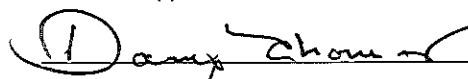
e. The ground level of the Easement Tract will not be changed without HUB's written approval in advance. Approval shall not be unreasonably withheld by HUB.

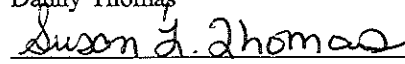
3. The Owner will have the right to use and enjoy the Easement Tract for lawns, gardens, pastures, roads, parking lots, and any purpose that does not interfere with or endanger the use and operation of the utility lines installed on the Easement Tract by HUB. The Owner is only granting HUB an easement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

  
\_\_\_\_\_  
Danny Thomas

  
\_\_\_\_\_  
Susan L. Thomas

Property Reference:

Deed Book L17; Page 445

1. Easement is Located Within Property Owned by Danny Thomas and wife, Susan L. Thomas Under a Deed Recorded in Deed Book L, Series 17 at Page 445 in the Office of the Register of Deeds for Roane County, Tennessee. Easement is Located Within Parcel 5.01, Group "F" on Roane County Tax Map 36G.

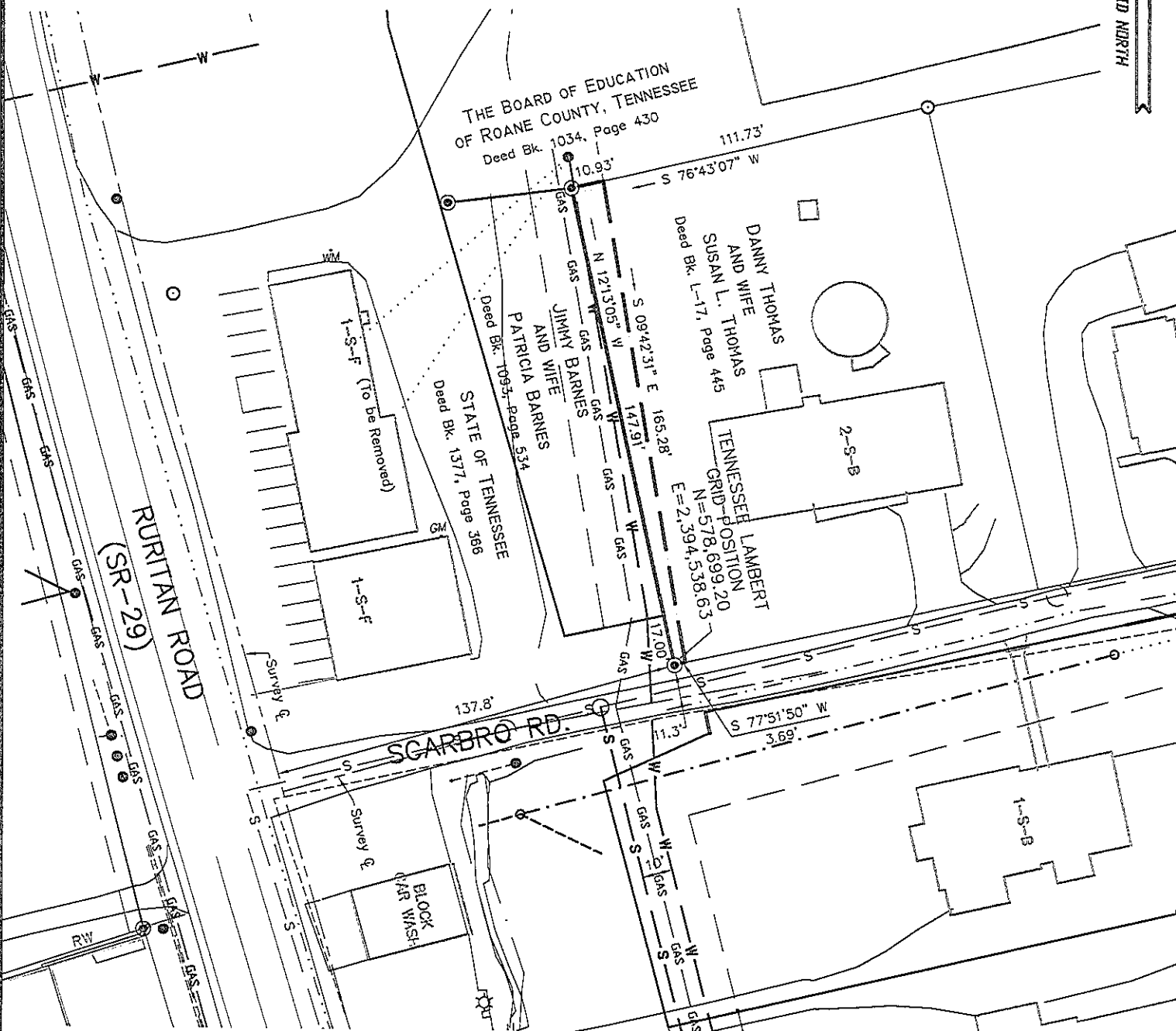
2. Easement is in Favor of Harriman Utility Board.

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 0.028 Acs.± in Proposed Utility Easement.

-----	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.

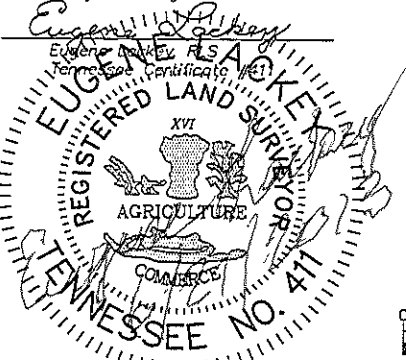


### CERTIFICATION OF ACCURACY

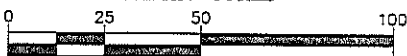
*This is to Certify that the Property Surveyed is a "Category 2", Suburban and Subdivision Survey, with an Acceptable Linear Error of Closure Not to Exceed 1 in 7,500 and an Acceptable Angular Error of Closure Not to Exceed 25 Seconds Times the Square Root of the Number of Angles Turned. The Unadjusted 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 = 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. 13-294

EXHIBIT "A"  
EASEMENT DESCRIPTION

Danny Thomas and wife, Susan L. Thomas, residents 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 northerly side of Scarbro Road and being a non-exclusive utility easement which is more fully described by metes and bounds as follows:

Beginning on an iron pin (found) at a corner of Danny Thomas and wife, Susan Thomas in the easterly right of way for Ruritan Road (Tennessee Highway 29) and the northerly right of way for Scarbro Road, said iron pin being located by reference at 137.8 feet from the survey center line of the new relocation for Ruritan Road (Tennessee Highway 29) and at 11.3 feet from the survey center line for Scarbro Road and said beginning being further defined as located at Tennessee Lambert Grid Position North = 578,699.20 and East = 2,394,538.63; Thence, with line of Danny Thomas and wife, Susan L. Thomas, North 12deg 13min 05sec West 17.00 feet to an unmonumented point at a new corner of Jimmy Barnes and wife, Patricia Barnes in line of Danny Thomas and wife, Susan L. Thomas; Thence, with line of Jimmy Barnes and wife, Patricia Barnes (1093/534), North 12deg 13min 05sec West 147.91 feet to an iron pin (found) at a corner of Jimmy Barnes and wife, Patricia Barnes with Danny Thomas and wife, Susan L. Thomas at a deflection in line of the Board of Education for Roane County, Tennessee; Thence, with line of the Board of Education for Roane County, Tennessee (1034/430), North 76deg 43min 07sec East 10.93 to an unmonumented point; Thence, with line interior to Danny Thomas and wife, Susan L. Thomas (L-17/445), South 09deg 42min 31sec East 165.28 feet to an unmonumented point in the northerly right of way line for Scarbro Road; Thence, with the northerly line of Scarbro Road, South 77deg 51min 50sec West 3.69 feet to the point of beginning. Containing 0.028 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 13-294 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 5.01, Group "F" on Roane County Tax Map 36-G.

Easement is located within part of the same property acquired by Danny Thomas and wife, Susan L. Thomas under a Warranty Deed recorded in Deed Book L, Series 17 at Page 445 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  
Danny Thomas and Susan L. Thomas  
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 25<sup>th</sup> 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  
\_\_\_\_\_  
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: 1475/990-993

13005530



4 PGS : AL - EASEMENT	
DENISE BATCH: 99888	08/05/2013 - 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