

### UTILITY EASEMENT

This Easement is entered into as of this 18<sup>th</sup> day of October, 2012, between George D. Whaley and wife, Helen W. Whaley (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) "

George D. Whaley

George D. Whaley

Helen W. Whaley

Helen W. Whaley

Property Reference:

Deed Book 1298 Page 659  
Deed Book W-17 Page 390, 392

**EXHIBIT "A"**

**EASEMENT DESCRIPTION**

George D. Whaley and wife, Helen W. Whaley, 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 the southerly side of Hassler Mill Road 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 49.2 feet from the survey center line for Ruritan Road (Tennessee Highway 29), being a corner of George D. Whaley with Willard Park Cemetery Co., Inc. and said beginning being defined as located at Tennessee Lambert Grid Position North = 577,964.50 and East = 2,394,577.93; Thence, with line of Willard Park Cemetery Co., Inc. (Z-19/441 and N-4/291), South 76deg 52min 06sec West 21.85 feet to an unmonumented point; Thence, with lines interior to George D. Whaley (1298/659 and W-17/392) as follows: 1.) North 70deg 21min 29sec East 10.24 feet to an unmonumented point; 2.) North 21deg 03min 24sec West 302.65 feet to an unmonumented point; 3.) South 77deg 22min 32sec West 138.43 feet to an unmonumented point; 4.) South 22deg 33min 12sec East 0.89 feet to an unmonumented point; 5.) South 67deg 26min 48sec West 10.00 feet to an unmonumented point; 6.) North 22deg 33min 12sec West 2.51 feet to an unmonumented point; 7.) South 74deg 53min 10sec West 44.58 feet to an unmonumented point in the line of Willow Creek Properties, LLC; Thence, with line of Willard Creek Properties, LLC (1129/591), North 07deg 01min 17sec East 8.36 feet to an unmonumented point in the southerly line of Hassler Mill Road; Thence, with the southerly line of Hassler Mill Road, North 75deg 29min 37sec East 182.05 feet to an unmonumented point; Thence, with a fillet along the intersection of the southerly right of way for Hassler Mill Road with the westerly right of way for Ruritan Road, South 61deg 34min 10sec East 33.88 feet to an unmonumented point; Thence, with the westerly right of way for Ruritan Road (Tennessee Highway 29), South 20deg 15min 23sec East, passing an iron pin (found) at 151.15 feet and continuing on for a total distance of 292.56 feet to the point of beginning. Containing 0.133 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 July 23, 2012 and designated as Drawing Number 12-340 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 1.01 and Parcel 2, Group "D" on Roane County Tax Map 36G, Control Map 36G.

Easement is located within part of the same property acquired by George D. Whaley under a Quit Claim Deed recorded in Deed Book 1298 at Page 659, a deed recorded in Deed Book W, Series 17 at Page 390 and a deed recorded in Deed Book W, Series 17 at Page 392 with exception of a Warranty Deed to the State of Tennessee as recorded in Deed Book 1372 at Page 323. Reference is to records found in the Office of the Register of Deeds for Roane County, Tennessee.

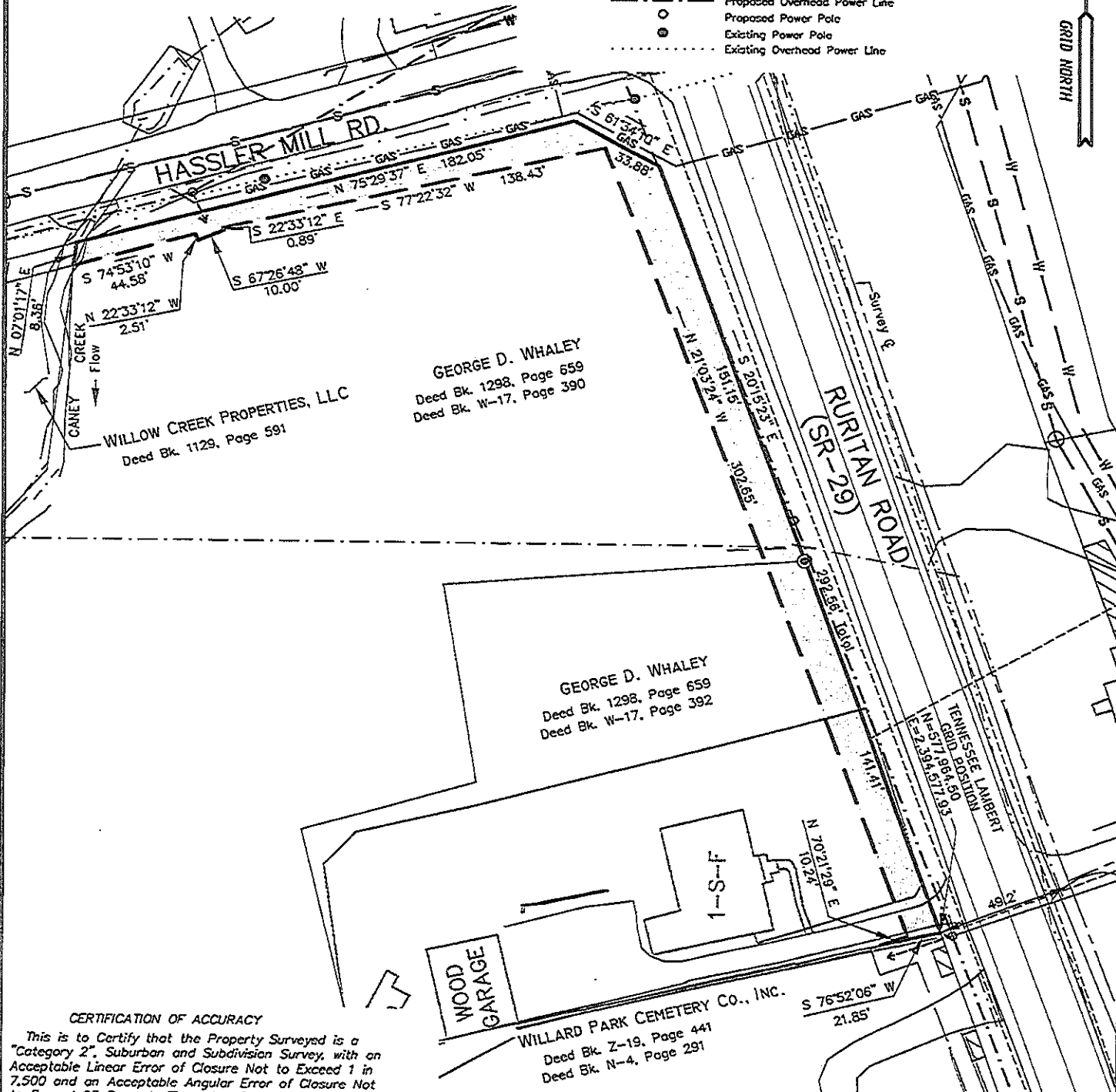
# GENERAL NOTES

1. Easement is Located Within Property Owned by George D. Whaley Under a Quit Claim Deed Recorded in Deed Book 1298 at Page 659, Under a Deed Recorded in Deed Book W, Series 17 at Page 390 and Under a Deed Recorded in Deed Book W, Series 17 at Page 392, with Exception of Deed to State of Tennessee as Recorded in Deed Book 1372 at Page 323 in the Office of the Register of Deeds for Roane County, Tennessee. Easement is Located Within Parcel 1.01 and Parcel 2, Group "D" on Roane County Tax Map 366, Control Map 366.
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 0.133 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)
⊗	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.

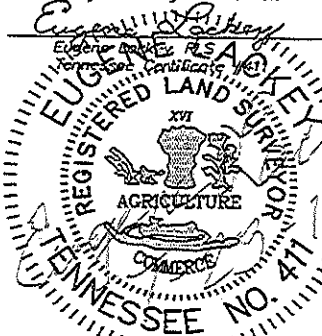


## CERTIFICATION OF ACCURACY

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 Solid 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: JULY 23, 2012

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

DRAWING NO. 12-340

HARRIMAN UTILITY BOARD STANDARD ACKNOWLEDGEMENT:

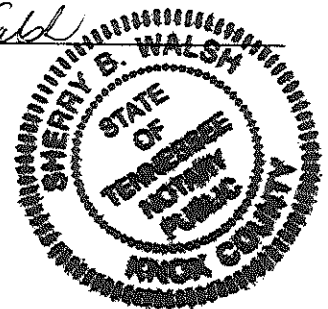
Acknowledgement for One or More Persons

STATE OF TENNESSEE  
COUNTY OF ROANE)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared George D. Whaley and Helen W. Whaley 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 18<sup>th</sup> day of October, 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: 1446/314-317  
12007340

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