



HARRIMAN UTILITY BOARD
P.O. Box 434 300 N. Roane Street
Harriman, TN 37748
Phone: (865) 882-3242
Fax: (865) 882-1024
Web: www.hub-tn.com

May 30, 2019

Charles Tony Clough
108 Powell Avenue
Harriman, TN 37748

RE: **Utility Easement Purchase**
CLT Map 36-A "F," Parcel 7.00

Harriman Utility Board has a need to obtain a utility easement across your property at **306 Carroll Drive**. The easement is necessary in order for HUB to provide improved utility service and reliability in your area. The proposed easement is shown on the attached Easement document "Exhibit A".

HUB will provide compensation in the amount of \$250.00 for the referenced permanent easement and damages. HUB and/or its Contractors will restore all areas disturbed during construction as described in the "Utility Easement" document at no cost to you. Upon completion of the work on your property, HUB and its Contractors will provide a one-year warranty for the site restoration.

HUB greatly appreciates your willingness to assist in providing improved utility service to you and your neighbors.

Payment will be made in full to the Owner within 30 days after acceptance of this offer by both the Owner and HUB. Once HUB records the documents with Roane County, a copy of the recorded documents will be mailed to the Owner.

This offer is made by:

This offer is accepted by:

Donna Weber Date 7-29-19 / Charles Tony Clough Date 8/7/19
HUB Representative Charles Tony Clough

Attachments.

HUB Utility Easement
Exhibit A Easement Drawing
Exhibit B Legal Description

UTILITY EASEMENT

This Easement is entered into as of this 7 day of August, 2019, between Charles Tony Clough (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) "



Charles Tony Clough

Property Reference:

Deed Book S17

Page 392

1.

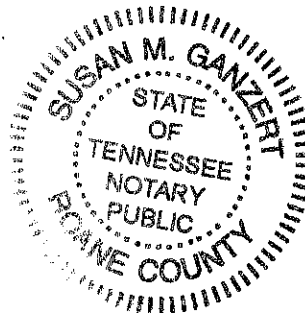
Acknowledgment for One or More PersonsSTATE OF TENNESSEE
COUNTY OF ROANE

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Lesi Clough Gibson
 with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath,
 acknowledged that he/she signed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 17th day of August, 2019.

Susan M. Ganzert
 Notary Public

My commission expires: 10-20-20



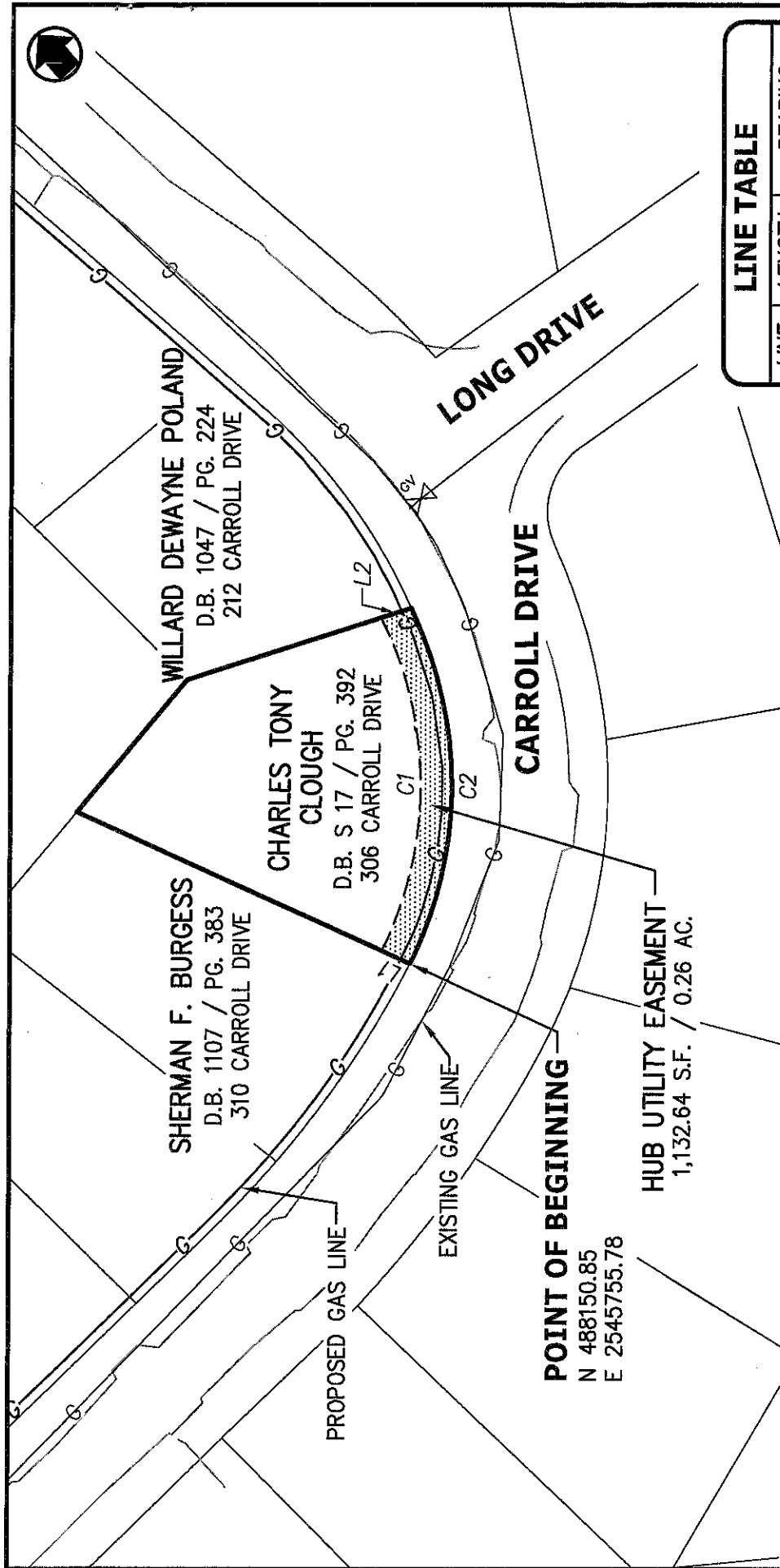
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| | |
|----------------------|-----------------------|
| 4 PGS:AL-EASEMENT | |
| KRISTI BATCH: 152090 | 10/23/2019 - 03:25 PM |
| VALUE | 0.00 |
| MORTGAGE TAX | 0.00 |
| TRANSFER TAX | 0.00 |
| RECORDING FEE | 20.00 |
| ARCHIVE FEE | 0.00 |
| DP FEE | 2.00 |
| REGISTER'S FEE | 0.00 |
| TOTAL AMOUNT | 22.00 |

STATE OF TENNESSEE, ROANE COUNTY
SHARON BRACKETT
 REGISTER OF DEEDS



EASEMENT NOTES:

1. HUB has the right to install and operate on the Easement Tract utility lines and related equipment and facilities only for the utility services that HUB provides.
2. This easement document was prepared by Cannon & Cannon, Inc., 8550 Kingston Pike, however, it is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.
3. This drawing does not warrant title or ownership. Owners and property addresses are shown in accordance with Roane County Property Assessors Records.
4. Base mapping and boundary lines shown per Roane County GIS mapping. No field surveying was performed for the creation of this easement document.

LINE TABLE

| LINE | LENGTH | BEARING |
|------|--------|---------------|
| L1 | 10.01' | N 24°21'09" W |
| L2 | 10.13' | S 66°16'49" E |

CURVE TABLE

| CURVE | DELTA ANGLE | RADIUS | TANGENT | LENGTH | CHORD |
|-------|-------------|---------|---------|---------|-----------------------|
| C1 | 53°48'04" | 116.73' | 59.22' | 109.61' | N 41°05'28" E 105.63' |
| C2 | 52°51'28" | 126.73' | 62.99' | 116.92' | S 41°22'40" W 112.81' |

Prepared By: Cannon & Cannon, Inc.

Address: 8550 Kingston Pike

Knoxville, Tennessee 37919

Date: 05/30/2019 W.O. No:

Appd. By: RGL Chkd. By: RGL

Exhibit "A"

(PARCEL 7.00)

Scale: 1" = 50'

County of ROANE HUB Map No.:

CLT Map No. 38-A "T" Parcel No. 7.00

Deed Book S 17 Page 392

District 1 Ward N/A City Block N/A

HUB Field Book: N/A Page: N/A



Harriman Utility Board

CCI# 00923-0010

EXHIBIT "B"

LEGAL DESCRIPTION CHARLES TONY CLOUGH

Situated in the First (1st) Civil District of Roane County, Tennessee, and being a HUB Utility Easement crossing a portion of Tax Parcel 7.00 on CLT Map 36-A "F" (Deed Book S17, Page 392), more particularly described as follows:

BEGINNING on a point in the northwestern right-of-way line of Carroll Drive, corner to Sherman F. Burgess (Deed Book 1107, Page 383), said point bearing Tennessee State Plane, NAD 83 grid coordinates of Northing 488,150.85 Easting 2,545,755.78;

Thence leaving the northwestern right-of-way line of Carroll Drive and with the northeastern line of Burgess, N 24° 21' 09" W, 10.01 feet to a point;

Thence leaving the northeastern line of Burgess and with the remaining lands of the subject tract, with a curve to the left, having a radius of 116.73 feet and a chord of N 41° 05' 28" E, 105.63 feet to a point in the southwestern line of Willard Dewayne Poland (Deed Book 1047, Page 244);

Thence with the southwestern line of Poland, S 66° 16' 49" E, 10.13 feet to a point in the northwestern right-of-way line of Carroll Drive;

Thence leaving the southwestern line of Poland and with the northwestern right-of-way line of Carroll Drive, with a curve to the right, having a radius of 126.73 feet and a chord of S 41° 22' 40" W, 112.81 feet to the Point of **BEGINNING**.

Containing 1,132.64 square feet or 0.26 acres, more or less.

This description was prepared by Cannon & Cannon, Inc., 8550 Kingston Pike, Knoxville, Tennessee 37919, dated May 30, 2019.

IN THE PROBATE COURT FOR ROANE COUNTY, TENNESSEE

IN THE MATTER OF:

THE ESTATE OF CHARLES ANTHONY CLOUGH,

LESI GIBSON,

Petitioner.

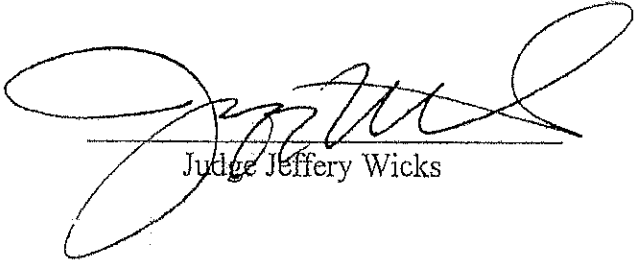
No. 2014-PR-5442

ORDER APPOINTING ADMINISTRATOR

This matter came on for hearing on the date set forth below on the Petition for Appointment of Administrator filed by Petitioner Lesi Gibson in this matter. It appearing to the Court from the Petition, which is sworn, that Petitioner is the daughter of Decedent and the sole intestate heir of Decedent, and that Decedent did not leave a will, the Court finds that it is appropriate to appoint Petitioner as Administrator of the Estate of Charles Anthony Clough and to waive the requirement of bond pursuant to T.C.A. § 30-1-201(a)(1)(B).

Accordingly, it is hereby ORDERED that Petitioner is hereby appointed as Administrator, without the requirement of posting bond. The clerk shall administer the oath to Petitioner and issue to her Letters of Administration.

ENTERED this 16th day of November, 2014.


Judge Jeffery Wicks

STATE OF TENNESSEE, ROANE COUNTY
LETTERS OF ADMINISTRATION

TO: LESI GIBSON A CITIZEN OF ROANE COUNTY

WHEREAS, IT APPEARS TO THE COURT, NOW IN SESSION, THAT CHARLES ANTHONY CLOUGH HAS DIED, LEAVING NO WILL, AND THE COURT BEING SATISFIED AS TO YOUR CLAIM TO THE ADMINISTRATION, AND YOU HAVING GIVEN BOND AND QUALIFIED AS DIRECTED BY LAW, AND THE COURT HAVING ORDERED THAT LETTERS OF ADMINISTRATION BE ISSUED TO YOU. THESE ARE, THEREFORE, TO AUTHORIZE AND EMPOWER YOU, THE SAID LESI GIBSON, TO TAKE INTO YOUR POSSESSION AND CONTROL, ALL THE GOODS, CHATTELS, CLAIMS, AND PAPERS OF THE SAID INTESTATE, AND RETURN A TRUE AND PERFECT INVENTORY THEREOF TO OUR NEXT PROBATE COURT, OR WITHIN NINETY DAYS FROM THE DATE HEREOF; TO COLLECT AND PAY ALL DEBTS, AND TO DO AND TRANSACT ALL THE DUTIES IN RELATION TO SAID ESTATE WHICH LAWFULLY DEVOLVE ON YOU AS ADMINISTRATOR; AND AFTER HAVING SETTLED UP SAID ESTATE, TO DELIVER THE RESIDUE THEREOF TO THOSE WHO HAVE A RIGHT HERETO BY LAW. HEREIN FAIL NOT.

WITNESS, SHANNON CONLEY, CLERK OF SAID COURT, AT OFFICE, THIS THE 6TH DAY OF NOVEMBER, 2014, AND THE 238TH YEAR OF AMERICAN INDEPENDENCE.

SHANNON CONLEY, PROBATE CLERK
Shannon Conley, D.C.

STATE OF TENNESSEE, ROANE COUNTY.

I DO SOLEMNLY SWEAR THAT I WILL HONESTLY AND FAITHFULLY DISCHARGE THE DUTIES OF ADMINISTRATOR OF THE ESTATE OF CHARLES ANTHONY CLOUGH, ACCORDING TO LAW TO THE BEST OF MY KNOWLEDGE AND ABILITY. SO HELP ME GOD.

Lesi Clough Gibson

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 6TH DAY OF NOVEMBER, 2014.

SHANNON CONLEY, PROBATE CLERK
Shannon Conley, D. C.

STATE OF TENNESSEE, ROANE COUNTY.

I, SHANNON CONLEY, CLERK OF THE PROBATE COURT OF ROANE COUNTY, TENNESSEE, DO HEREBY CERTIFY THAT THE WITHIN IS A FULL, TRUE AND COMPLETE COPY OF THE LETTERS OF ADMINISTRATION ISSUED ON THE 6TH DAY OF NOVEMBER, 2014, TO LESI GIBSON AS ADMINISTRATOR OF THE ESTATE OF CHARLES ANTHONY CLOUGH, DECEASED.

AND THAT THE SAID LESI GIBSON IS NOW THE DULY QUALIFIED AND ACTING ADMINISTRATOR OF SAID ESTATE.

WITNESS MY HAND AND OFFICIAL SEAL AT THE OFFICE IN KINGSTON, TENNESSEE, THIS THE 6th DAY OF November, 20 14.

SHANNON CONLEY, PROBATE CLERK
Shannon Conley, D.C.