

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

Fairmont Investment Corporation
C/O Gary Baker
P.O. Box 1123
Harriman, TN 37748

RE: **Utility Easement Purchase**
CLT Map 36-A "F," Parcel 11.00

Harriman Utility Board has a need to obtain a ^{underground, HUB} utility easement across your property at **320 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 underground} 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:

Douglas Dukez Date 9-16-19
HUB Representative

This offer is accepted by:

Gary Baker Date SEPT. 20, 2019
Fairmont Investment Corp.

Attachments

HUB Utility Easement
Exhibit A Easement Drawing
Exhibit B Legal Description

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

Roane County, Tennessee
CLT Map 36-A "F"
Parcel 11.00

UNDERGROUND UTILITY EASEMENT

This Easement is entered into as of this 20 day of SEPT., 2019, between Fairmont Investment Corporation (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 under and across the Easement Tract. HUB agrees the easement is underground only with no above ground equipment installed on the easement, 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 under and across the Easement Tract. HUB agrees the easement is underground only with no above ground equipment installed on the easement. 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.

IN WITNESS WHEREOF, the Owner(s) has executed this instrument as of the day and year first written above.
"OWNER(s) "

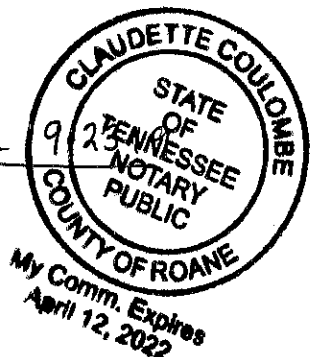
Gary Baker

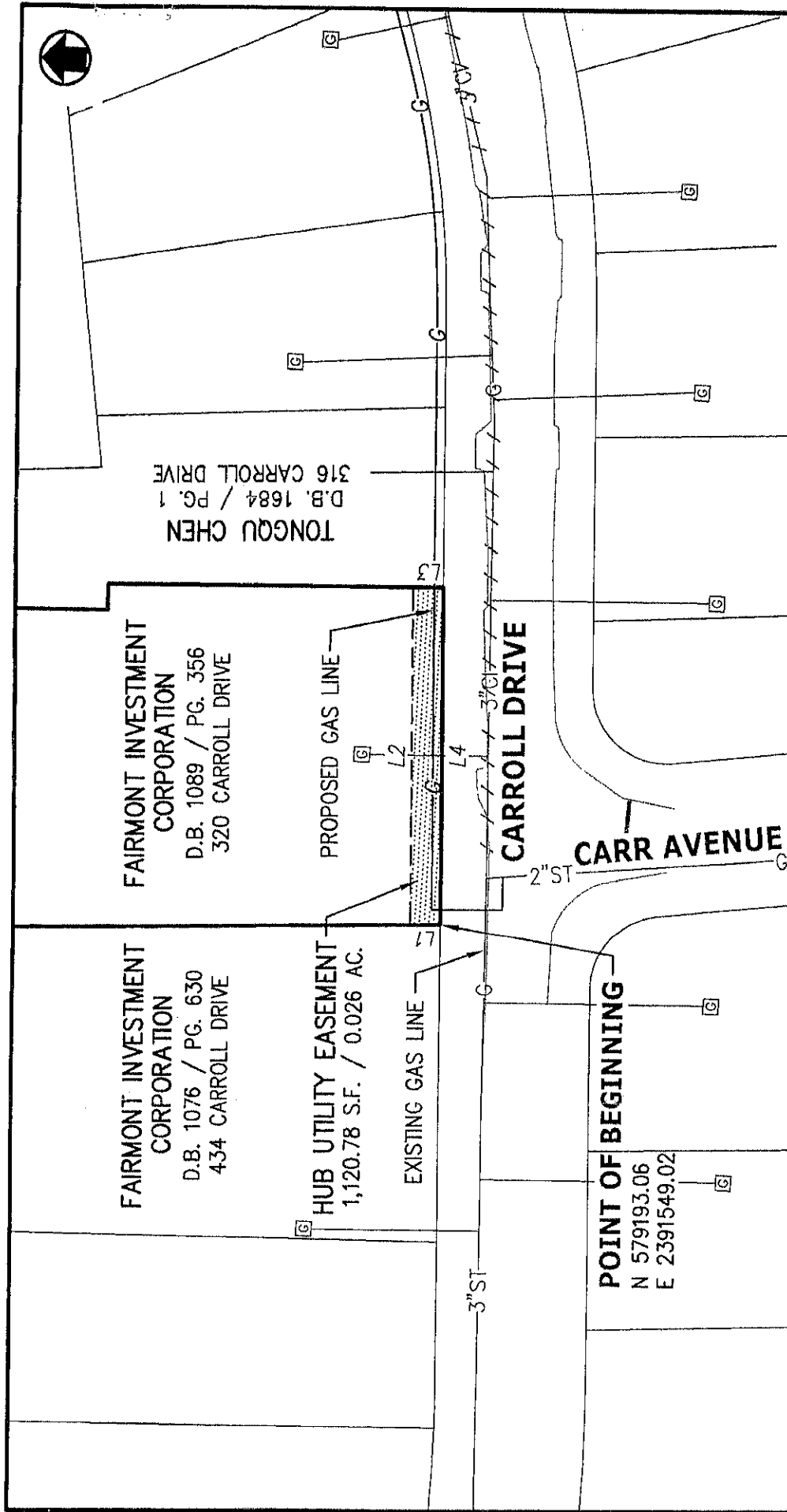
Fairmont Investment Corporation

Property Reference:

Deed Book 1089
Page 356

Claudette Coulombe
Notary





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	10.00'	N 03°03'15" W
L2	112.15'	N 87°23'45" E
L3	10.00'	S 02°13'50" E
L4	112.01'	S 87°23'45" W

Prepared By: <u>Cannon & Cannon, Inc.</u> Address: <u>8550 Kingston Pike</u> <u>Knoxville, Tennessee 37919</u> Date: <u>05/30/2019</u> W.O. No: _____ Appd. By: <u>RGL</u> Chkd. By: <u>RGL</u>		Exhibit "A" (PARCEL 11.00) Scale: 1" = 50'		County of <u>ROANE</u> HUB Map No.: _____ CLT Map No. <u>038-A</u> Parcel No. <u>11.00</u> Deed Book <u>1089</u> Page <u>356</u> District <u>1</u> Ward <u>N/A</u> City Block <u>N/A</u> HUB Field Book: <u>N/A</u> Page: <u>N/A</u>	
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EXHIBIT "B"

LEGAL DESCRIPTION FAIRMONT INVESTMENT CORPORATION

Situated in the First (1st) Civil District of Roane County, Tennessee, and being a HUB Utility Easement crossing a portion of Tax Parcel 11.00 on CLT Map 36-A "F" (Deed Book 1089, Page 356), more particularly described as follows:

BEGINNING on a point in the northern right-of-way line of Carroll Drive, corner to Fairmont Investment Corporation (Deed Book 1076, Page 630), said point bearing Tennessee State Plane, NAD 83 grid coordinates of Northing 579,193.06 Easting 2,391,549.02;

Thence leaving the northern right-of-way line of Carroll Drive and with the eastern line of Fairmont Investment Corporation, N 03° 03' 15" W, 10.00 feet to a point;

Thence leaving the eastern line of Fairmont Investment Corporation and with the remaining lands of the subject tract, N 87° 23' 45" E, 112.15 feet to a point in the western line of Tongqu Chen (Deed Book 1684, Page 1);

Thence with the western line of Chen, S 02° 13' 50" E, 10.00 feet to a point in the northern right-of-way line of Carroll Drive;

Thence leaving the western line of Chen and with the northern right-of-way line of Carroll Drive, S 87° 23' 45" W, 112.01 feet to the Point of **BEGINNING**.

Containing 1,120.78 square feet or 0.026 acres, more or less.

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

BK/PG: 1711/58-60

19007303



3 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	15.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, ROANE COUNTY

SHARON BRACKETT

REGISTER OF DEEDS