



HARRIMAN UTILITY BOARD  
P.O. Box 434 200 N. Roane Street  
Harriman, TN 37748  
Phone: (865) 882-3242  
Fax: (865) 882-1024  
Web: [www.hub-tn.com](http://www.hub-tn.com)

August 15, 2019

Sherman F. Burgess  
P.O. Box 885  
Harriman, TN 37748

RE: **Utility Easement Purchase**  
CLT Map 36-A "F," Parcel 8.00

Harriman Utility Board has a need to obtain a utility easement across your property at **310 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 \$400.00 for the referenced permanent easement and damages. HUB and/or its Contractors will make reasonable attempts to install utility improvements using trenchless methods to avoid damaging the sidewalk and retaining wall on the property. 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:

Royce Duke  
HUB Representative

Date

8-20-19

This offer is accepted by:

Sherman F. Burgess  
Sherman F. Burgess

08-04-19

**Attachments**

HUB Utility Easement  
Exhibit A Easement Drawing  
Exhibit B Legal Description

*Harriman Utility Board is an equal opportunity employer. To file a complaint of discrimination write: USDA, Director, Office of Civil Rights, Washington, DC 20250-9410.*

### UTILITY EASEMENT

This Easement is entered into as of this 04 day of September, 20 19, between Sherman F. Burgess (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.

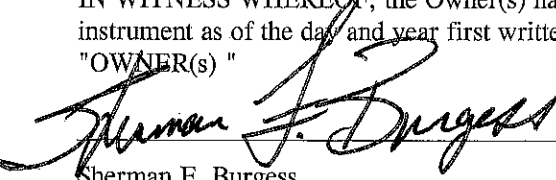
3. The Owner will have the right to use and enjoy the Easement Tract for lawns, gardens, pastures, roads, parking lots, and any purpose that does not interfere with or endanger the use and operation of the utility lines installed on the Easement Tract by HUB. The Owner is only granting HUB an easement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

  
Sherman F. Burgess

Property Reference:

Deed Book 1107

Page 383

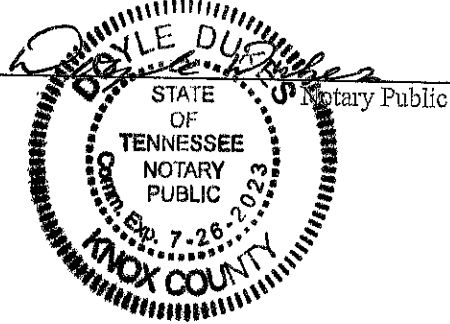
1. Acknowledgment for One or More Persons

STATE OF TN  
COUNTY OF Knox

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Sherman F Burgess  
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 04 day of September, 20 19.

My commission expires:

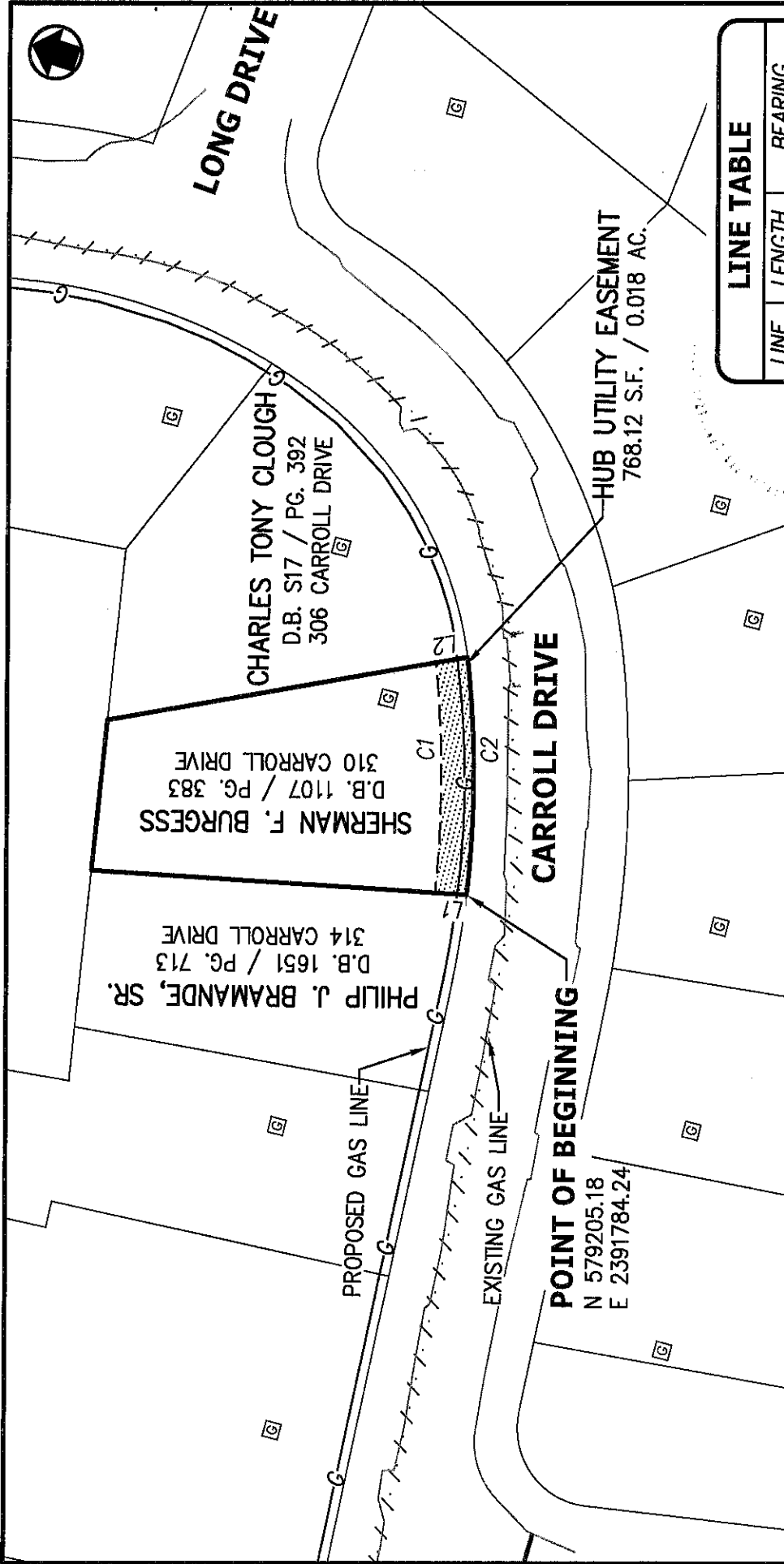


BK/PG: 1711/61-64  
19007304



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



LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00'	N 10°51'40" W
L2	10.20'	S 24°21'09" E

CURVE TABLE			
CURVE	DELTA ANGLE	RADIUS	TANGENT LENGTH
C1	11°12'34"	374.80'	73.33'
C2	13°16'56"	326.80'	75.76'

- EASEMENT NOTES:
- 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.
  - 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.
  - This drawing does not warrant title or ownership. Owners and property addresses are shown in accordance with Roane County Property Assessors Records.
  - Base mapping and boundary lines shown per Roane County GIS mapping. No field surveying was performed for the creation of this easement document.

Prepared By: <u>Cannon &amp; 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>	County of <u>ROANE</u> HUB Map No.: _____ CLT Map No. <u>036-A T</u> Parcel No. <u>8.00</u> Deed Book <u>1107</u> Page <u>383</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 SHERMAN F. BURGESS**

**Situated** in the First (1st) Civil District of Roane County, Tennessee, and being a HUB Utility Easement crossing a portion of Tax Parcel 8.00 on CLT Map 36-A "F" (Deed Book 1107, Page 383), more particularly described as follows:

**BEGINNING** on a point in the northern right-of-way line of Carroll Drive, corner to Philip J. Bramande, Sr. (Deed Book 1651, Page 713), said point bearing Tennessee State Plane, NAD 83 grid coordinates of Northing 579,205.18 Easting 2,391,784.24;

Thence leaving the northern right-of-way line of Carroll Drive and with the eastern line of Bramande, N 10° 51' 40" W, 10.00 feet to a point;

Thence leaving the eastern line of Bramande and with the remaining lands of the subject tract, with a curve to the left, having a radius of 374.80 feet and a chord of N 75° 24' 07" E, 73.21 feet to a point in the western line of Charles Tony Clough (Deed Book S17, Page 392);

Thence with the western line of Clough, S 24° 21' 09" E, 10.20 feet to a point in the northern right-of-way line of Carroll Drive;

Thence leaving the western line of Clough and with the northern right-of-way line of Carroll Drive, with a curve to the right, having a radius of 326.80 feet and a chord of S 75° 27' 21" W, 75.59 feet to the Point of **BEGINNING**.

**Containing** 768.12 square feet or 0.018 acres, more or less.

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