

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

Roane County, Tennessee
CLT Map 17
Parcel 039.00

UTILITY EASEMENT

This Easement is entered into as of this 27th day of June, 2014, between Mosler Family 1, LLC (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) "

Mosler Family 1, LLC

Mosler Family 1, LLC

C/O Anna Seabolt

Anna Seabolt, Manager

Property Reference:

Deed Book 1329

Page 594

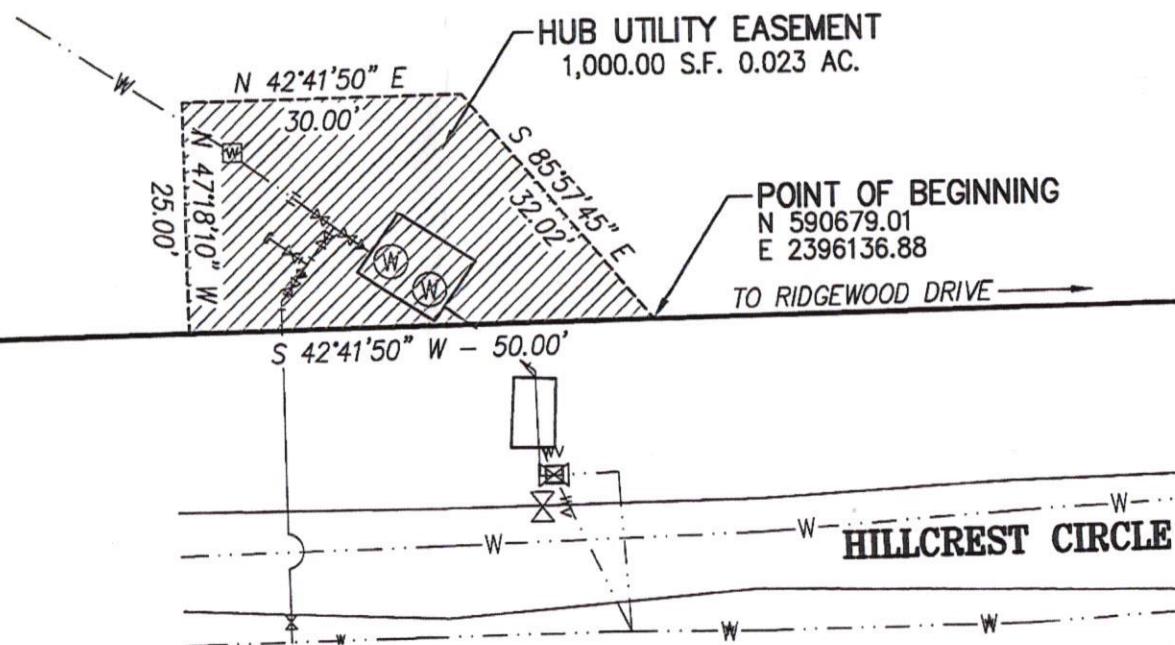
Carolyn M. Cunningham
Notary Public
07-10-2017





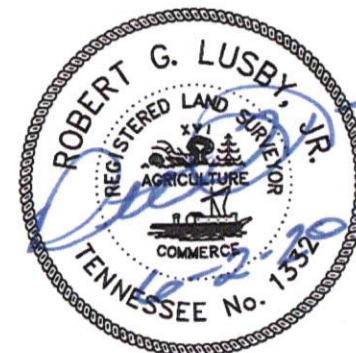
TN STATE PLANE
NAD 83

MOSLER FAMILY 1, LLC
DEED BOOK 1329 / APGE 594



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 document does not warrant title or ownership. Owners and property addresses are shown in accordance with Roane County Property Assessors Records.
4. The approximate location of the northwestern right-of-way limits of Hillcrest Circle have been determined from GIS mapping and the existing location of the roadway as constructed.



Prepared By: Cannon & Cannon, Inc.
Address: 8550 Kingston Pike
Knoxville, Tennessee 37919
Date: 6/02/2014 W.O. No: _____
Appd. By: RGL Chkd. By: RGL

Exhibit "A"
(PARCEL 39.00)
Scale: 1" = 20'

County of Roane HUB Map No.: _____
CLT Map No. 17 Parcel No. 39.00
Deed Book 1329 Page 594
District 1 Ward N/A City Block N/A
HUB Field Book: N/A Page: N/A

Harriman
Utilities
Board

CCI# 00923-0002

EXHIBIT "B"

LEGAL DESCRIPTION MOSLER FAMILY 1, LLC

Situated in the First (1st) District of Roane County, Tennessee, inside the corporate limits of the City of Harriman and being an HUB Utility Easement located within Roane County Tax Parcel 17-39.00, said easement being more particularly described as follows:

BEGINNING on a point located in the northwestern right-of-way line of Hillcrest Circle, said point bearing Tennessee State Plane, NAD 83, coordinates of, Northing 590,679.01, Easting 2,396,136.88, and being located southwest of the southwestern right-of-way line of Ridgewood Drive;

Thence with the northwestern right-of-way line of Hillcrest Circle, S 42° 41' 50" W, 50.00 feet to a point;

Thence leaving the northwestern right-of-way line of Hillcrest Circle and with the remaining lands of the subject tract, the following three (3) calls:

1. N 47° 18' 10" W, 25.00 feet to a point;
2. N 42° 41' 50" E, 30.00 feet to a point;
3. S 85° 57' 45" E, 32.02 feet to the Point of **BEGINNING**.

Containing 1,000.00 square feet or 0.023 acres, more or less.

This description was prepared June 2, 2014 by Cannon & Cannon, Inc., 8550 Kingston Pike, Knoxville, Tennessee 37919 and is based upon a survey by same.

BK/PG: 1505/573-575

14003678

3 PGS:AL-EASEMENT	
MELISA BATCH: 107066	07/02/2014 - 10:15 AM
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

