

UTILITY EASEMENT

This Easement is entered into as of this day of , 20 , between
JOSHUA & TRACY POPE (the "Owner") and HARRIMAN UTILITY BOARD ("HUB").

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").

HUB desires to install utility facilities and lines as detailed on the Easement Tract and described herein. 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. The easement being described as follows:

PERMANENT EASEMENT

A strip fifteen feet (15') in width, lying seven and one half feet (7.5') on either side of the center line of the Water line which is more particularly described as follows:

Beginning at a point on the easterly boundary of the subject property, said point being located ± 287.8 feet, more or less, southwesterly from the eastern most corner of the subject property; thence, in a general southwesterly direction to a point on the southerly boundary of the subject property, said point being ± 34.1 feet, more or less, southwesterly from a bend on the southerly boundary of the subject property. The total area contained within this easement is 10,810 square feet or 0.24 acres.

TEMPORARY EASEMENT

A 10-foot wide, irregularly shaped temporary construction easement being adjacent to the northerly boundary of permanent easement is included and shall remain in effect until the completion of construction. The total area contained within the easement is 8,601 square feet or 0.19 acres.

By executing this easement Owner acknowledges that HUB shall compensate the Owner \$1.00 as payment for the easement given to HUB under this agreement.



Based on all 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) "

  10/05/2023
JOSHUA & TRACY POPE

Property Reference: CLT Map 017, Parcel 33.00
Deed Book 1052, Page 115

The undersigned do hereby covenant with the grantee that the undersigned are the owners of said parcel of land in fee simple and warrant the grant herein made.

IN WITNESS WHEREOF, _____ hereto set _____ hand on this the 5th day of October, 2023.

STATE OF TENNESSEE
COUNTY OF ROANE

Joshua Pope
Tracy Pope Personally appeared before me this 5th day of October, 2023 to me known to be the person(s) who executed this instrument and acknowledged the same to be a free act and deed.

My Commission Expires March 16, 2024

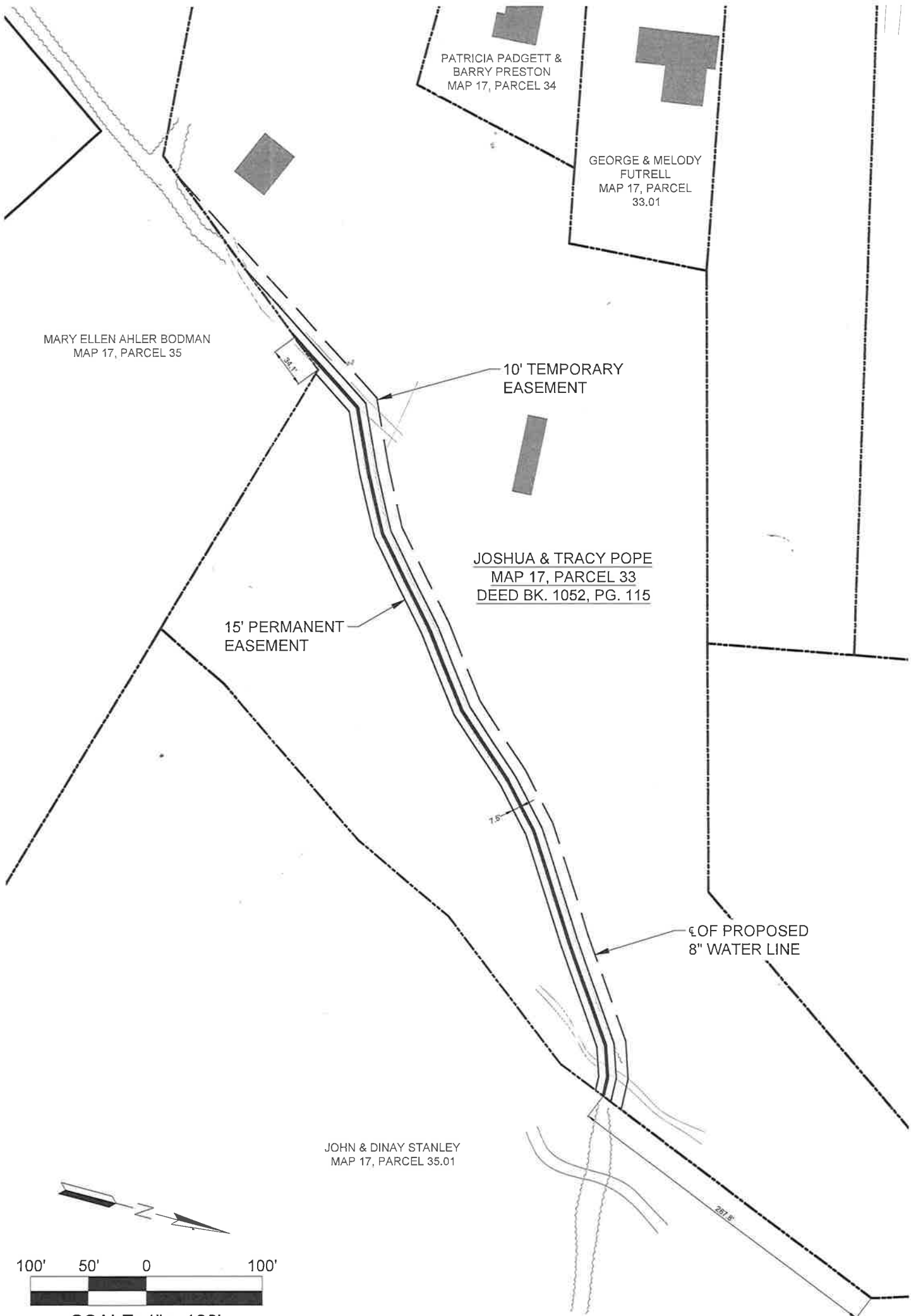


My commission expires: _____

BK/PG: 1934/688-692	
23007191	
5 PGS:AL-EASEMENT	
KRISTI BATCH: 194793	10/12/2023 - 11:45 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00
STATE OF TENNESSEE, ROANE COUNTY	
SHARON BRACKETT	
REGISTER OF DEEDS	

SQUARE FOOTAGE

10,810 SF (PERMANENT) 8601 SF (TEMPORARY)





Candace D. Vannasdale, P.E.
General Manager

HARRIMAN UTILITY BOARD
200 N. Roane Street, P.O. Box 434
Harriman, Tennessee 37748
Phone: (865) 882-3242 ext: 201
Fax: (865) 882-1024
Web: www.hub-tn.com
E-mail: cvannasdale@hub-tn.com

PRELIMINARY ACQUISITION NOTICE

Joshua & Tracy Pope
Tax Map 17, Parcel 33
Deed Book 1052, Page 115

Dear Joshua & Tracy Pope:

This is to formally notify you of our interest in acquiring easements on the property located at:

Deed Book 1052, Page 115
Harriman, Tennessee

We are interested in securing a temporary construction and a permanent utility easement on a portion of the property you own to complete a water line extension project.

THIS NOTICE IS PRELIMINARY IN NATURE AND IS NOT A NOTICE TO VACATE. IT DOES NOT ESTABLISH ELIGIBILITY FOR RELOCATION PAYMENTS OR OTHER RELOCATION ASSISTANCE. To help explain the acquisition procedures, we are enclosing a copy of the booklet, "When a Public Agency Acquires Your Property."

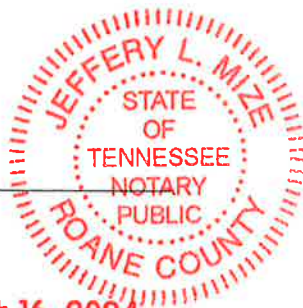
You may donate an easement interest in this property if you so desire.

If you have any questions before this office can contact you again, please call Wayne Best, Director of External Affairs, at the Harriman Utility Board. Our telephone number is (865) 882-3242 x 236 and our regular office hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday.

Sincerely,



Acquiring Official





Received By

My Commission Expires March 16, 2024

Joshua & Tracy Pope

**WAIVER OF RIGHTS AND BENEFITS OF THE UNIFORM RELOCATION ASSISTANCE AND
REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (42 U.S.C. 4601-4655)**

WHEREAS, the Harriman Utility Board (HUB) has received American Rescue Plan (ARP) funds from the Tennessee Department of Environment and Conservation and the State Water Infrastructure Grants Program; and

WHEREAS, one of the conditions imposed upon the use of such funds is compliance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655), hereinafter referred to as the Uniform Act; and

WHEREAS, nothing in the Uniform Act of regulations prevents a person, after being informed of the right to received just compensation, from making a gift or donation of real property or any interest therein, to the HUB, and that the landowner will be assured that property disturbed during construction will be put back or replaced in as good or as reasonably good condition than before; and

WHEREAS, as to the property specifically described as follows:

Tax Map 17, Parcel 33
(See attached property description)

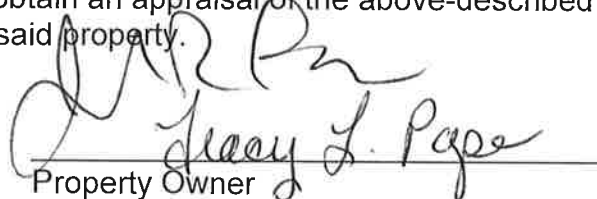
I hereby elect to donate the above-described easements and thereby waive any rights and benefits potentially accruing to me under the Uniform Act.

NOW, THEREFORE, let it be known that by my signature hereon, I freely and without duress waive any and all rights accruing to me under the Uniform Act. Specifically, I hereby release the Harriman Utility Board from the obligation to obtain an appraisal of the above-described property prior to my donating an easement interest in said property.



Acquiring Official





Property Owner

10/5/2023
Date

My Commission Expires March 16, 2024