

Prepared by: Harriman Utility Board  
200 N. Roane Street  
Harriman, TN 37748

Roane County, Tennessee  
CLT Map 046-D "A"  
Parcel 5.01

### UTILITY EASEMENT

This Easement is entered into as of this 10<sup>th</sup> day of July, 2023, between  
Veteran Enterprises & Technical Services, LLC (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") 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) "

VETS LLC / [Signature]

Veteran Enterprises & Technical Services, LLC

Property Reference:

Deed Book 1629  
Page 591



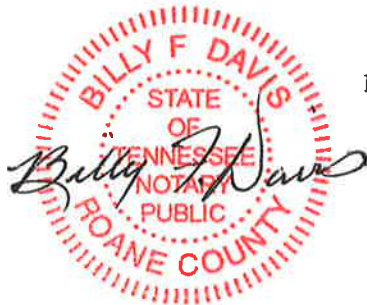
My Commission Expires

4-17-2024

STATE OF TN  
COUNTY OF Roane

Before me, Billy F. Davis (name of notary public) of the state and county mentioned, personally appeared Royce W. Slaven (Bud), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Owner (president or other officer authorized to execute the instrument) of VETS LLC, the within named bargainor, a corporation, and that such Managing Member (president or other officer), executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as VETS LLC (president or other officer).

Witness my hand and seal, at office in Harriman, TN, this 10 day of July, 2023.



Billy F. Davis  
Notary Public

My Commission Expires: 4-17-2024

My Commission Expires 4/17/2024

STATE OF TN  
COUNTY OF Roane

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Billy F. Davis  
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My Commission Expires: 4/17/2024

My Commission Expires 4/17/2024

BK/PG: 1925/163-168

23005380

6 PGS:AL-EASEMENT	
ANG BATCH: 193291	08/01/2023 - 09:20 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00

STATE OF TENNESSEE, ROANE COUNTY  
**SHARON BRACKETT**  
REGISTER OF DEEDS

May 18, 2023

Veteran Enterprises & Technical Services, LLC  
P.O. Box 525  
Kingston, TN 37763-0525

Re: **Utility Easement Purchase**  
CLT Map 046-D "A", Parcel 5.01

Harriman Utility Board (HUB) has a need to obtain a permanent utility easement across your property at **555 Pine Ridge Road**. 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 documents. This easement will continue to be owned by the owner.

HUB will provide compensation in the amount of \$1.00 for the referenced permanent easement and damages. HUB and/or its Contractors will restore all areas disturbed during construction at no cost to you. Upon completion of the work on your property, HUB and its Contractors will provide a one-year warranty for 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:

  
HUB Representative

Date: 7/10/23

  
HUB General Manager

Date: 7/27/2023

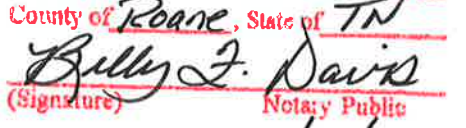
attachments

HUB Utility Easement  
Exhibit A Easement Drawing  
Exhibit B Legal Description

This offer is accepted by:

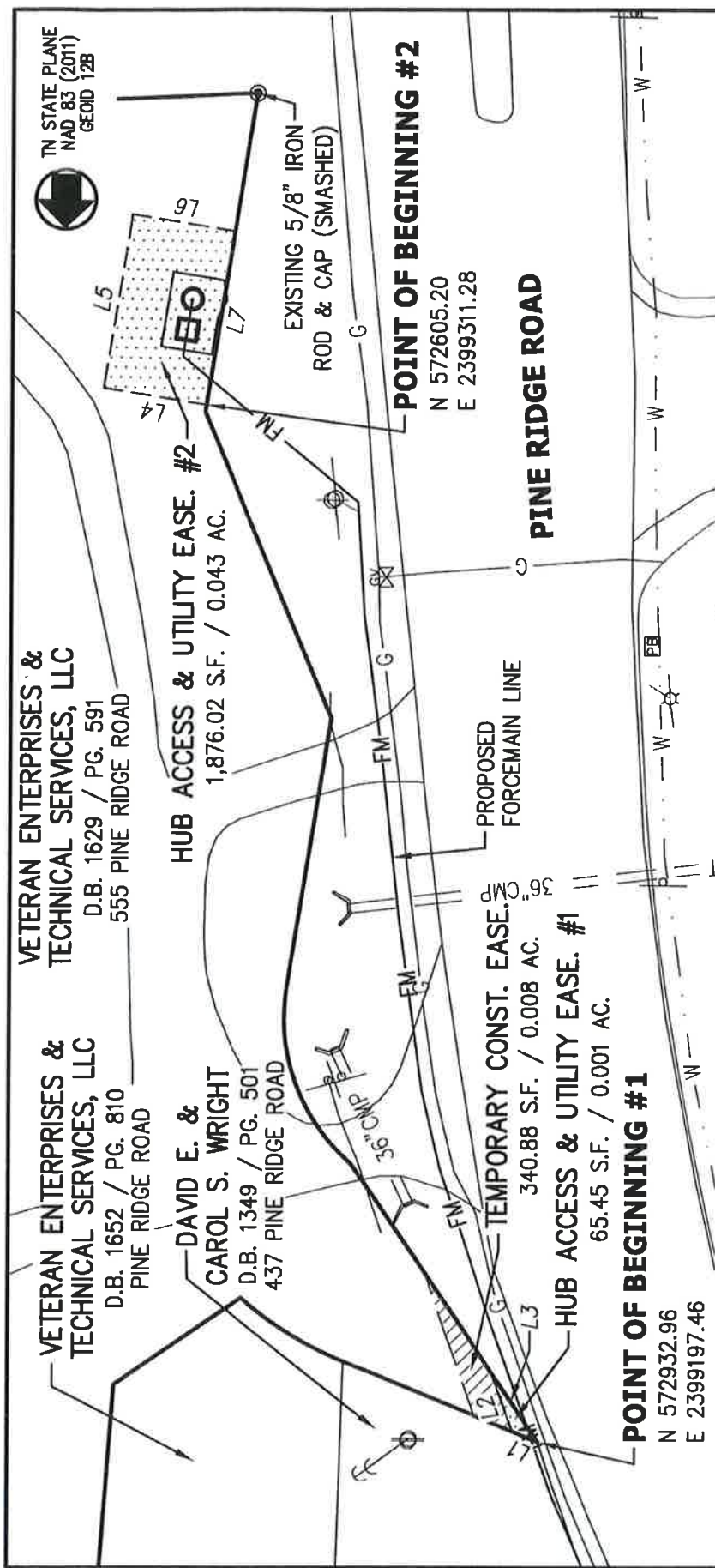
  
Veteran Enterprises & Technical Services, LLC

Date: 7-10-23

Subscribed and sworn to before me in my  
presence, this 10 day of July, 2023  
a Notary Public in and for the  
County of Roane, State of TN  
  
(Signature) Notary Public  
My Commission expires 4/17/24







**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.

LINE TABLE		
LINE	LENGTH	BEARING
L1	8.97'	S 68°42'58" E
L2	19.66'	S 20°48'09" E
L3	26.52'	N 35°20'18" W
L4	33.50'	S 81°50'08" E
L5	56.00'	S 08°09'52" W
L6	33.50'	N 81°50'08" W
L7	56.00'	N 08°09'52" E

Prepared By: Cannon & Cannon, Inc.  
 Address: 8550 Kingston Pike  
 Knoxville, Tennessee 37918  
 Date: 5/18/2023 W.O. No:  
 Appd. By: JDW Chkd. By: JDW

**Exhibit "A"**  
 (PARCEL 5.01)  
 Scale: 1" = 50'

County of ROANE HUB Map No.:  
 CLT Map No. 48-D "A" Parcel No. 5.01  
 Deed Book 1829 Page 581  
 District 1 Ward N/A City Block N/A  
 HUB Field Book: N/A Page: N/A



## **EXHIBIT "B"**

### **LEGAL DESCRIPTION VETERAN ENTERPRISES AND TECHNICAL SERVICES, LLC 555 PINE RIDGE ROAD**

**Situated** in the First (1st) Civil District of Roane County, Tennessee, within the corporate limits of the City of Harriman and being HUB Access and Utility Easements with an associated Temporary Construction Easement crossing a portion of Tax Parcel 5.01 on Tax Map 46-D "A" (Deed Book 1629, Page 591), more particularly described as follows:

#### **HUB ACCESS AND UTILITY EASEMENT #1**

**BEGINNING** on a point in the eastern right-of-way line of Pine Ridge Road, corner to David E. and Carol S. Wright (Deed Book 1349, Page 501), said point bearing Tennessee State Plane, NAD 83 (2011) grid coordinates of Northing 572,932.96 Easting 2,399,197.46;

Thence leaving the eastern right-of-way line of Pine Ridge Road and with the southern line of Wright, S 68° 42' 58" E, 8.97 feet to a point;

Thence leaving the southern line of Wright and with the remaining lands of the subject tract, S 20° 48' 09" E, 19.66 feet to a point in the eastern right-of-way line of Pine Ridge Road;

Thence with the eastern right of way line of Pine Ridge Road, N 35° 20' 18" W, 26.52 feet to the Point of **BEGINNING**.

**Containing** 65.45 square feet or 0.001 acres, more or less.

#### **HUB ACCESS AND UTILITY EASEMENT #2**

**BEGINNING** on a point in the eastern right-of-way line of Pine Ridge Road, said point bearing Tennessee State Plane, NAD 83 (2011) grid coordinates of Northing 572,605.20 Easting 2,399,311.28;

Thence leaving the eastern right-of-way line of Pine Ridge Road and with the remaining lands of the subject tract, the following three (3) calls:

1. S 81° 50' 08" E, 33.50 feet to a point;
2. S 08° 09' 52" W, 56.00 feet to a point;
3. N 81° 50' 08" W, 33.50 feet to a point in the eastern right-of-way line of Pine Ridge Road;

Thence with the eastern right-of-way of Pine Ridge Road, N 08° 09' 52" E, 56.00 feet to the Point of **BEGINNING**.

**Containing** 1,876.02 square feet or 0.043 acres, more or less.

**TEMPORARY CONSTRUCTION EASEMENT**

**BEING** a Temporary Construction Easement lying immediately adjacent to the Access and Utility Easement #1 as described above and as depicted by Exhibit "A", said easement contains a total of 340.88 square feet or 0.008 acres, more or less.

These descriptions were prepared May 18, 2023 by Cannon & Cannon, Inc., 8550 Kingston Pike, Knoxville, Tennessee 37919. Reference CCI project number 00923-0014.

