

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

Roane County, Tennessee
CLT Map 036
Parcel 25.00

UTILITY EASEMENT

This Easement is entered into as of this 27 day of July, 2023, between
David E. and Carol S. Wright (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) "

David E. Wright

David E. Wright

Carol S. Wright

Carol S. Wright

Property Reference:

Deed Book 1349
Page 501

My Commission Expires

4/17/2024



STATE OF TN
COUNTY OF ROANE

Personally appeared before me, Billy F. Davis (name of notary public),
David E & Carol S Wright the within named bargainor, with whom I am personally acquainted
(or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed
the within instrument for the purposes therein contained.

Witness my hand, at office, this 27 day of July, 2023

Billy F. Davis
Notary Public

My Commission Expires: 4/17/2024

BK/PG: 1925/157-162
23005379

| | |
|-------------------|-----------------------|
| 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



My Commission Expires 4/17/2024

May 18, 2023

David E. and Carol S. Wright
437 Pine Ridge Road
Harriman, TN 37748-8324

Re: Utility Easement Purchase
CLT Map 036, Parcel 25.00

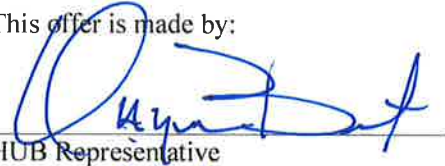
Harriman Utility Board (HUB) has a need to obtain a permanent utility easement across your property at **437 Pine Ridge Road**. The easement is necessary in order for HUB to provide improved utility service and reliability in your area. The proposed easement is shown on the attached easement documents. 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:

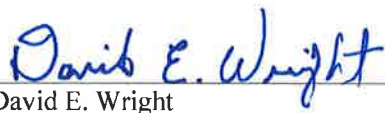

HUB Representative

Date: 7/27/23


HUB General Manager

Date: 7/27/2023

This offer is accepted by:


David E. Wright

Date: 7-27-2023


Carol S. Wright

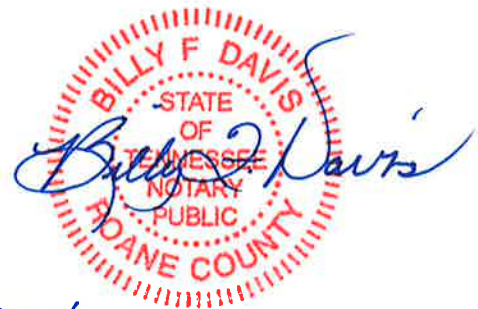
Date: 7-27-2023

attachments

HUB Utility Easement
Exhibit A Easement Drawing
Exhibit B Legal Description

My Commission Expires

4/17/2024

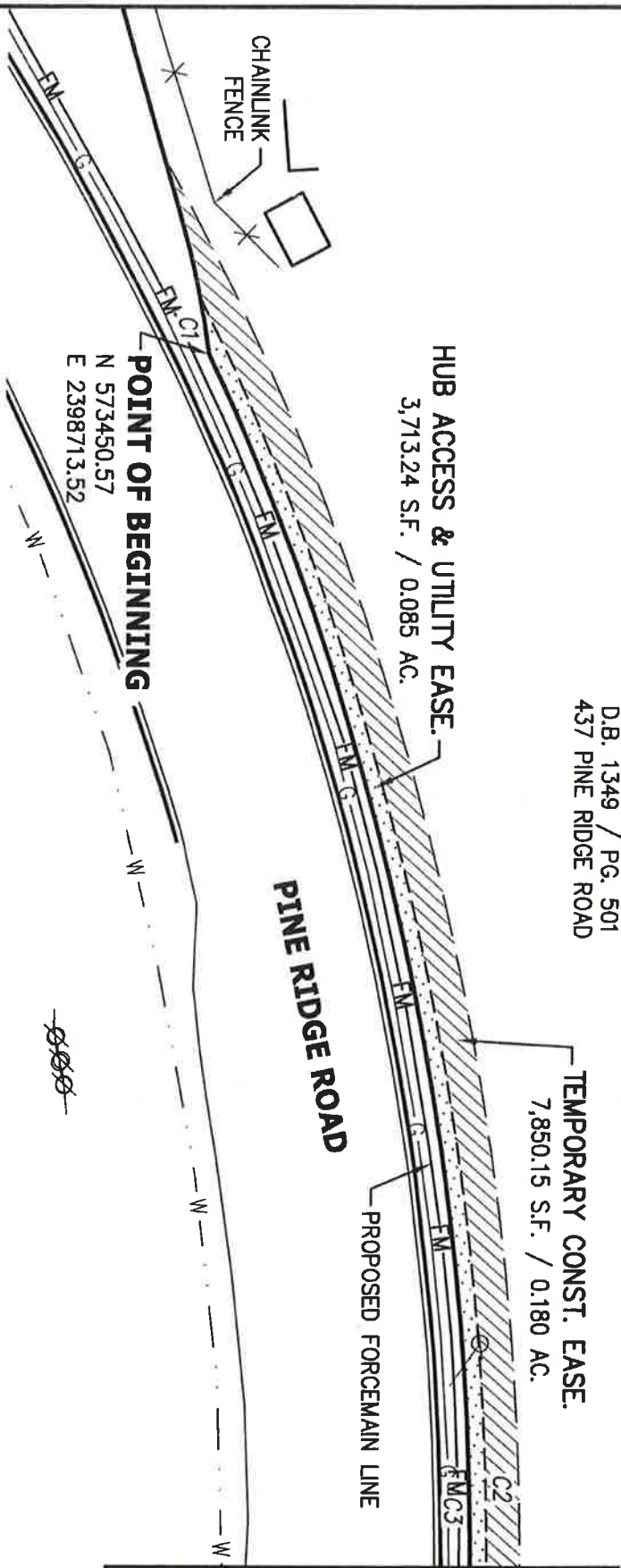


DAVID E. & CAROL S. WRIGHT
D.B. 1349 / PG. 501
437 PINE RIDGE ROAD



TEMPORARY CONST. EASE.
7,850.15 S.F. / 0.180 AC.

HUB ACCESS & UTILITY EASE.
3,713.24 S.F. / 0.085 AC.



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.

CURVE TABLE

| CURVE | DELTA ANGLE | RADIUS | TANGENT | LENGTH | CHORD |
|-------|-------------|---------|---------|---------|-----------------------|
| C1 | 003°26'28" | 296.13' | 8.90' | 17.79' | N 51°29'36" W 17.78' |
| C2 | 049°46'21" | 869.86' | 403.52' | 755.64' | S 43°29'59" E 732.11' |
| C3 | 048°22'04" | 864.86' | 388.39' | 730.09' | N 43°04'29" W 708.61' |



Prepared By: Cannon & Cannon, Inc.
Address: 8550 Kingston Pike
Knoxville, Tennessee 37919
Date: 5/18/2023 W.O. No: _____
Appd. By: JDW Chkd. By: JDW

Exhibit "A-1"
(PARCEL 25.00)
Scale: 1" = 50'

County of ROANE HUB Map No.: _____
CLT Map No. 36 Parcel No. 25.00
Deed Book 1349 Page 501
District 1 Ward N/A City Block N/A
HUB Field Book: N/A Page: N/A

HUB

EXHIBIT "B"

LEGAL DESCRIPTION DAVID E. AND CAROL S. WRIGHT 437 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 a HUB Access and Utility Easement with an associated Temporary Construction Easement crossing a portion of Tax Parcel 25.00 on Tax Map 36 (Deed Book 1349, Page 501), more particularly described as follows:

HUB ACCESS AND UTILITY EASEMENT

BEGINNING on a point in the northeastern right-of-way line of Pine Ridge Road, said point bearing Tennessee State Plane, NAD 83 grid coordinates of Northing 573,450.57 Easting 2,398,713.52;

Thence with the northeastern right-of-way line of Pine Ridge Road, with a curve to the left, having a radius of 296.13 feet and a chord of N 51° 29' 36" W, 17.78 feet to a point;

Thence leaving the northeastern right-of-way line of Pine Ridge Road and with the remaining lands of the subject tract, with a curve to the right, having a radius of 869.86 feet and a chord of S 43° 29' 59" E, 732.11 feet to a point in the northern line of Veterans Enterprises and Technical Services, LLC (Deed Book 1652, Page 810);

Thence with the northern line of Veterans Enterprises and Technical Services, LLC, N 68° 42' 58" W, 6.53 feet to a point in the northeastern right-of-way line of Pine Ridge Road;

Thence leaving the northern line of Veterans Enterprises and Technical Services, LLC and with the northeastern right of way line of Pine Ridge Road, with a curve to the left, having a radius of 864.86 and a chord of N 43° 04' 29" W, 708.61 feet to the Point of **BEGINNING**.

Containing 3,713.24 square feet or 0.085 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT

BEING a Temporary Construction Easement lying immediately adjacent to the Access and Utility Easement as described above and as depicted by Exhibits "A-1" and "A-2", said easement contains a total of 7,850.15 square feet or 0.180 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.

