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

Roane County, Tennessee CLT Map 036 Parcel 31.00

This Easement is entered into as of this? day of , 20 23, between Wilma Ruth 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)"

Wilma Ruth Wright

Property Reference:

Deed Book H15

Page 62

My Commission Expires

STATE OF TN COUNTY OF ROANC

Personally appeared before me, Billy F. Davis (name of notary public),

(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

. 20<u>25</u>.

Notary Public

My Commission Expires:

: 4/17/2024

BK/PG: 1925/152-156 23005378

5 PGS:AL-EASEMENT	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	
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

STATE OF MOTARY

NOTARY

PUBLIC X

My Commission Expires

4/17/2024

May 18, 2023

Wilma Ruth Wright 383 Pine Ridge Road Harriman, TN 37748-8322

Re: Utility Easement Purchase CLT Map 036, Parcel 31.00

Harriman Utility Board (HUB) has a need to obtain a permanent utility easement across your property at **383 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 easementand 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:

LIVED

Date: 7/27/2

HUB General Manager

Date: 7/27/2023

attachments

HUB Utility Easement Exhibit A Easement Drawing Exhibit B Legal Description This offer is accepted by:

Wilma Ruth Wright

Date: 721000

William .

My Commission Expires 4/17/2024

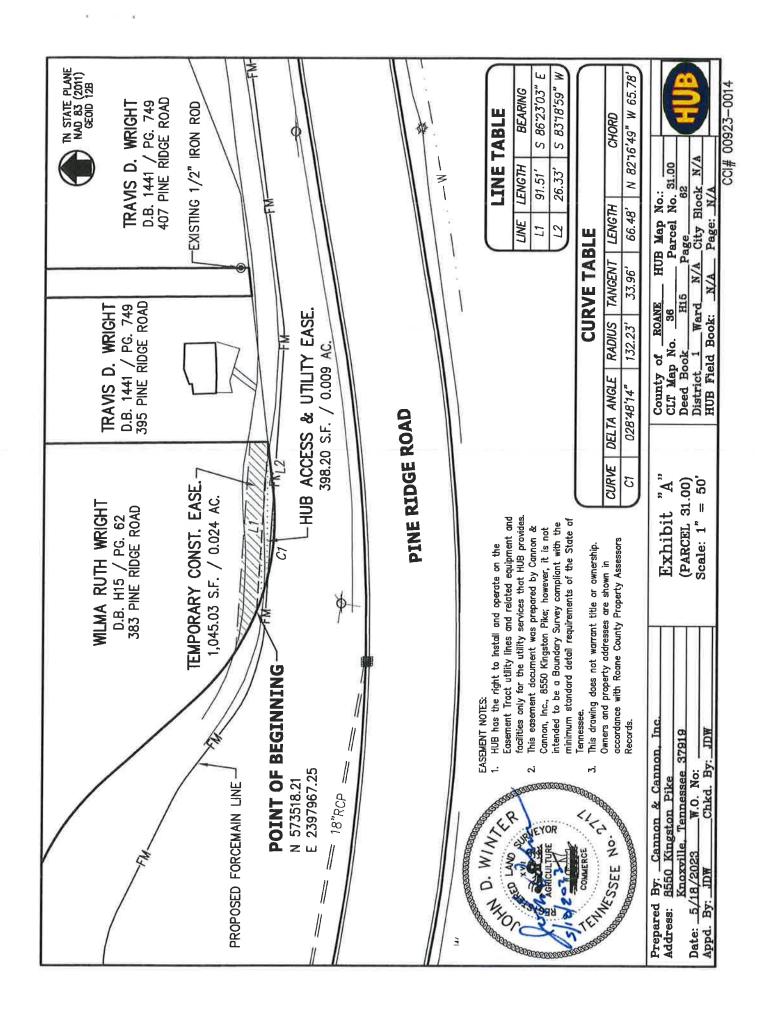


EXHIBIT "B"

LEGAL DESCRIPTION WILMA RUTH WRIGHT 383 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 31.00 on Tax Map 36 (Deed Book H5, Page 62), more particularly described as follows:

HUB ACCESS AND UTILITY EASEMENT

BEGINNING on a point in the northern right-of-way line of Pine Ridge Road, said point bearing Tennessee State Plane, NAD 83 grid coordinates of Northing 573,518.21 Easting 2,397,967.25;

Thence leaving the northern right-of-way line of Pine Ridge Road and with the remaining lands of the subject tract, S 86° 23' 03" E, 91.51 feet to a point in the northern right-of-way line of Pine Ridge Road;

Thence with the northern right-of-way line of Pine Ridge Road, the following two (2) calls:

- 1. S 83° 18' 59" W, 26.33 feet to a point;
- 2. With a curve to the right, having a radius of 132.23 feet and a chord of N 82° 16' 49" W, 65.78 feet to the Point of **BEGINNING**.

Containing 398.20 square feet or 0.009 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 Exhibit "A", said easement contains a total of 1,045.03 square feet or 0.024 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.

