

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

Roane County, Tennessee
CLT Map 36
Parcel 24.00

UTILITY EASEMENT

This Easement is entered into as of this 10 day of July, 2023, between Ahler Family Partnership LP C/O Rob Ahler (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) "

C/O Rob Ahler

Property Reference:

Deed Book 1209
Page 872



STATE OF Tennessee
COUNTY OF Roane

Before me, Jordan L. Langford (name of notary public) of the state and county mentioned, personally appeared Robert P. Ahler, 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 Managing Member (president or other officer authorized to execute the instrument) of Ahler FLP, 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 Ahler FLP (president or other officer).

Witness my hand and seal, at office in Harriman, TN, this 10 day of July, 20 23.



Jordan L. Langford
Notary Public
My Commission Expires: 2-18-2026

**BK/PG: 1925/175-180
23005382**

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

STATE OF Tennessee
COUNTY OF Roane

Before me, Jordan L. Langford (name of notary public) of the state and county mentioned, personally appeared Robert P. Ahler, 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 Managing Member (president or other officer authorized to execute the instrument) of Ahler FLP, 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 Ahler FLP (president or other officer).

Witness my hand and seal, at office in Harriman, TN, this 10 day of July, 20 23.



Jordan L. Langford
Notary Public
My Commission Expires: 2-18-2026

May 17, 2023

Ahler Family Partnership LP
C/O Rob Ahler
116 Deer Haven Court
Harriman, TN 37748-5434

Re: Utility Easement Purchase
CLT Map 036, Parcel 24.00

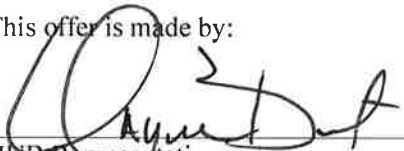
Harriman Utility Board (HUB) has a need to obtain a permanent utility easement across your property at **346 Pine Ridge Road**. The easement is necessary in order for HUB to provide improved utility service and reliability in your area. The proposed easement is shown on the attached easement documents. 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: 7/10/2023


HUB General Manager

Date: 7/27/2023

This offer is accepted by:


Rob Ahler

Date: 7/10/2023

attachments

HUB Utility Easement
Exhibit A Easement Drawing
Exhibit B Legal Description





LINE TABLE

LINE	LENGTH	BEARING
L1	10.02'	N 58°10'16" E
L2	11.93'	S 35°48'22" E
L3	82.63'	S 53°10'32" E
L4	1.89'	S 81°49'28" W
L5	82.61'	N 53°10'32" W
L6	15.60'	N 35°48'22" W

**TENNESSEE VALLEY
AUTHORITY**

D.B. N/R / PG. N/R
714 SWAN POND ROAD

8" DIP

EXISTING SEWER LINE

POINT OF BEGINNING

N 574303.68

E 2396655.41

TN STATE PLANE
NAD 83 (2011)
GEOID 128



TEMPORARY CONST. EASE. #1
2,416.55 S.F. / 0.055 AC.

TEMPORARY CONST. EASE. #2
2,763.47 S.F. / 0.063 AC.

HUB ACCESS & UTILITY EASE.
2,592.34 S.F. / 0.059 AC.

TEMPORARY CONST. EASE. #2
2,763.47 S.F. / 0.063 AC.

AHLER FAMILY PARTNERSHIP, LP
D.B. 1209 / PG. 872
346 PINE RIDGE ROAD

PINE RIDGE ROAD

EXISTING RAILROAD

PROPOSED FORCEMAIN



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.

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	TANGENT	LENGTH	CHORD
C1	034°57'57"	63.81'	20.10'	38.94'	S 87°44'53" E 38.34'
C2	056°23'56"	73.15'	39.22'	72.01'	S 81°42'09" E 69.13'
C3	041°35'01"	62.08'	23.57'	45.05'	S 73°59'46" E 44.07'
C4	000°50'30"	784.12'	5.76'	11.52'	S 36°49'25" E 11.52'
C5	044°56'40"	72.08'	29.82'	56.54'	N 75°40'29" W 55.10'
C6	056°43'01"	63.15'	34.09'	62.51'	N 81°53'12" W 59.99'
C7	037°47'33"	73.81'	25.26'	48.68'	N 86°40'28" W 47.81'

Prepared By: Cannon & Cannon, Inc.
Address: 8550 Kingston Pike
Knoxville, Tennessee 37919
Date: 5/15/2023 W.O. No:
Appd. By: JDW Chkd. By: JDW

Exhibit "A"
(PARCEL 24.00)
Scale: 1" = 50'

County of **ROANE** HUB Map No.:
CLT Map No. **38** Parcel No. **24.00**
Deed Book **1209** Page **872**
District **1** Ward **N/A** City Block **N/A**
HUB Field Book: **N/A** Page: **N/A**



EXHIBIT "B"

LEGAL DESCRIPTION AHLER FAMILY PARTNERSHIP, LP 346 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 Utility Easement with associated Temporary Construction Easements crossing a portion of Tax Parcel 24.00 on Tax Map 36 (Deed Book 1209, Page 872), more particularly described as follows:

HUB UTILITY EASEMENT

BEGINNING on a point in the southeastern line of Tennessee Valley Authority (Deed Book NR, Page NR), said point bearing Tennessee State Plane, NAD 83 grid coordinates of Northing 574,303.68 Easting 2,396,655.41;

Thence with the southeastern line of Tennessee Valley Authority, N 58° 10' 16" E, 10.02 feet to a point;

Thence leaving the southeastern line of Tennessee Valley Authority and with the remaining lands of the subject tract, the following five (5) calls:

1. S 35° 48' 22" E, 11.93 feet to a point;
2. With a curve to the left, having a radius of 63.81 feet and a chord of S 87° 44' 53" E, 38.34 feet to a point;
3. With a curve to the right, having a radius of 73.15 feet and a chord of S 81° 42' 09" E, 69.13 feet to a point;
4. S 53° 10' 32" E, 82.63 feet to a point;
5. With a curve to the left, having a radius of 62.08 feet and a chord of S 73° 59' 46" E, 44.07 feet to a point in the southwestern right-of-way line of Pine Ridge Road;

Thence with the southwestern right-of-way line of Pine Ridge Road, with a curve to the right, having a radius of 784.12 feet and a chord of S 36° 49' 25" E, 11.52 feet to a point;

Thence leaving the southwestern right-of-way line of Pine Ridge Road and with the remaining lands of the subject tract, the following six (6) calls:

1. S 81° 49' 28" W, 1.89 feet to a point;
2. With a curve to the right, having a radius of 72.08 feet and a chord of N 75° 40' 29" W, 55.10 feet to a point;

3. N 53° 10' 32" W, 82.61 feet to a point;
4. With a curve to the left, having a radius of 63.15 feet and a chord of N 81° 53' 12" W, 59.99 feet to a point;
5. With a curve to the right, having a radius of 73.81 feet and a chord of N 86° 40' 28" W, 47.81 feet to a point;
6. N 35° 48' 22" W, 15.60 feet to the Point of **BEGINNING**.

Containing 2,592.34 square feet or 0.059 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENTS

BEING Temporary Construction Easements lying immediately adjacent to the Access and Utility Easement as described above and as depicted by Exhibit "A", said easements contain a total of 5,180.02 square feet or 0.118 acres, more or less.

These descriptions were prepared May 15, 2023 by Cannon & Cannon, Inc., 8550 Kingston Pike, Knoxville, Tennessee 37919. Reference CCI project number 00923-0014.

