

March 13, 2023

Blount County  
341 Court Street  
Maryville, TN 37804-5906

Re: **Utility Easement Purchase**  
CLT Map 059, Parcel 142.00

South Blount County Utility District (SBCUD) has a need to obtain a permanent utility easement across your property at **3509 Tuckaleechee Pike**. The easement is necessary in order for SBCUD 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.

SBCUD will provide compensation in the amount of \$200.00 for the referenced permanent easement and damages. SBCUD and/or its Contractors will restore all areas disturbed during construction at no cost to you. Upon completion of the work on your property, SBCUD and its Contractors will provide a one-year warranty for site restoration.

SBCUD 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 SBCUD. Once SBCUD records the documents with Blount County, a copy of the recorded documents will be mailed to the Owner.

This offer is made by:

This offer is accepted by:

  
SBCUD Representative

\_\_\_\_\_  
Blount County

Date: 6-3-23

Date: \_\_\_\_\_

\_\_\_\_\_  
District Manager

Date: \_\_\_\_\_

attachments

- SBCUD Utility Easement
- Exhibit A Easement Drawing
- Exhibit B Legal Description

Prepared by: South Blount County Utility District  
808 W. Lamar Alexander Pkwy  
Maryville, TN 37801

Blount County, Tennessee  
CLT Map 059  
Parcel 142.00

### UTILITY EASEMENT

This Easement is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between  
Blount County (the "Owner") and SOUTH BLOUNT COUNTY UTILITY DISTRICT ("SBCUD").

**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". SBCUD desires to install utility facilities and lines on the Easement Tract. The Owner has agreed that SBCUD can have an easement across the Easement Tract for its utility facilities and lines owned and/or licensed by SBCUD. By executing this easement Owner acknowledges that SBCUD shall compensate the Owner an amount that the Owner agrees is a reasonable payment for the easement given to SBCUD under this Agreement. Based on all of the above, the Owner agrees as follows:

1. The Owner grants to SBCUD a permanent utility easement over, under and across the Easement Tract and agrees that SBCUD 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 SBCUD. 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 SBCUD 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. SBCUD 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 SBCUD during construction and SBCUD 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. SBCUD 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 SBCUD 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 SBCUD's written approval in advance. Approval shall not be unreasonably withheld by SBCUD.

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 SBCUD. The Owner is only granting SBCUD 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 SBCUD 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 SBCUD and to grant the rights to SBCUD as set forth in this Agreement. The Owner agrees to defend and hold SBCUD harmless in the event of any legal or financial claim by any third party to such compensation or otherwise involving SBCUD'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) "

\_\_\_\_\_  
Blount County

\_\_\_\_\_  
Property Reference:  
Deed Book 2545  
Page 1240

1. Acknowledgment for One or More Persons

STATE OF  
COUNTY OF

)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared \_\_\_\_\_  
with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath,  
acknowledged that he/she signed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires:

\_\_\_\_\_  
Notary Public

**EXHIBIT "B"**

**LEGAL DESCRIPTION  
BLOUNT COUNTY  
3509 TUCKALEECHEE PIKE**

**Situated** in the Fourteenth (14th) Civil District of Blount County, Tennessee without the corporate limits of the City of Maryville and being a 10' SBCUD Access and Utility Easement with associated Temporary Construction Easements crossing a portion of Tax Parcel 142.00 on Tax Map 59 (Deed Book 2545, Page 1240), more particularly described as follows:

**10' SBCUD ACCESS AND UTILITY EASEMENT**

**BEGINNING** on a point in the northeastern right-of-way line of Hubbard School Road, said point bearing Tennessee State Plane, GIS grid coordinates of Northing 524,388.73 Easting 2,595,571.95;

Thence with the northeastern right-of-way line of Hubbard School Road, N 50° 41' 18" W, 14.50 feet to a point;

Thence leaving the northeastern right-of-way line of Hubbard School Road and with the remaining lands of the subject tract, the following two (2) calls:

1. N 85° 41' 52" E, 41.69 feet to a point;
2. S 49° 18' 08" E, 11.83 feet to a point in the northwestern right-of-way line of Tuckaleechee Pike;

Thence with the northwestern right-of-way line of Tuckaleechee Pike, S 40° 41' 37" W, 10.00 feet to a point;

Thence leaving the northwestern right-of-way line of Tuckaleechee Pike and with the remaining lands of the subject tract, the following two (2) calls:

1. N 49° 18' 08" W, 7.69 feet to a point;
2. S 85° 41' 52" W, 27.06 feet to the Point of **BEGINNING**.

**Containing** 441.39 square feet or 0.010 acres, more or less.

**TEMPORARY CONSTRUCTION EASEMENTS**

**BEING** Temporary Construction Easements lying adjacent to the Access and Utility Easement as described above and as depicted by Exhibit "A", said easements contain a total of 950.68 square feet or 0.021 acres, more or less.

These descriptions were prepared March 2, 2023 by Cannon & Cannon, Inc., 8550 Kingston Pike, Knoxville, Tennessee 37919. Reference CCI project number 00967-0015.



**HUBBARD SCHOOL ROAD**

10' SBCUD ACCESS & UTILITY EASE.  
441.39 S.F. / 0.010 AC.

BLOUNT COUNTY  
D.B. 2545/ PG. 1240  
3509 TUCKALEECHEE PIKE

**POINT OF BEGINNING**  
N 524388.73  
E 2595571.95

10' TEMPORARY CONST. EASE. #1  
629.18 S.F. / 0.014 AC.

TEMPORARY CONST. EASE. #2  
321.50 S.F. / 0.007 AC.

EXISTING WATER LINE

6" PVC

6" PVC

PROPOSED WATER LINE

**TUCKALEECHEE PIKE**

W

W

W

W

LINE	LENGTH	BEARING
L1	14.50'	N 50°41'18" W
L2	41.69'	N 85°41'52" E
L3	11.83'	S 49°18'08" E
L4	10.00'	S 40°41'37" W
L5	7.69'	N 49°18'08" W
L6	27.06'	S 85°41'52" W

**EASEMENT NOTES:**

- SBCUD has the right to install and operate on the Easement Tract utility lines and related equipment and facilities only for the utility services that SBCUD 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 Blount County Property Assessors Records.
- The base mapping is shown in accordance with GIS data provided to Cannon & Cannon, Inc. No field surveying was performed in the creation of this easement document per client request.

Prepared By: Cannon & Cannon, Inc.  
 Address: 8550 Kingston Pike  
Knoxville, Tennessee 37819  
 Date: 3/2/2023 W.O. No.: \_\_\_\_\_  
 Appd. By: JDW Chkd. By: JDW

County of BLOUNT SBCUD Map No.: \_\_\_\_\_  
 CLT Map No. 59 Parcel No. 142.00  
 Deed Book 2545 Page 1240  
 District 14 Ward N/A City Block N/A  
 SBCUD Field Book: N/A Page: N/A



CCI# 00967-0015