

This Instrument Prepared By:
State of Tennessee
Real Estate Asset Management
312 Rosa L. Parks Ave, 24th Floor
Nashville, Tennessee 37243-1102

Sullivan County
Portion of Tax Map & Parcel No.
092 033.00 and Portion of Tax Map
092 Parcel 034.00

UTILITY AND ACCESS EASEMENT AGREEMENT

TR# 23-03-003

This Utility and Access Easement Agreement (“**Easement Agreement**”) is made and entered into by and between the **STATE OF TENNESSEE (“GRANTOR”)** and **CITY OF KINGSPORT (“GRANTEE”)**.

WITNESSETH

The GRANTOR, for and in consideration of mutual benefits which will accrue to the GRANTOR and the general public, and the covenants, agreements, conditions and understandings to be performed and observed by the GRANTEE, as hereinafter set forth, does hereby grant unto the GRANTEE, its successors and assigns, a permanent utility easement to construct, operate, maintain, repair, replace and inspect utility facilities (collectively, the “Easement”), located at 490 Hemlock Road, Kingsport, Sullivan County, Tennessee (the “Easement Area”). The Easement Area is more particularly described on Exhibit A as a 15’ wide easement consisting of 21,876 square feet, and on Exhibit B as a 15’ wide easement consisting of 12,937 square feet, and the Easement Area is depicted on Exhibit C. Unless noted otherwise in the Easement Area, it is agreed that the Easement Area shall include an additional temporary construction easement as required and necessary to install, replace and maintain the facilities and lines beyond the permanent easement.

This area being a portion of the property conveyed to the State of Tennessee and recorded in deeds of record in Deed Book 134A, Page 466 and Deed Book 143A, Page 193 in the Register’s Office of Sullivan County, Tennessee.

Now, therefore, the PARTIES for themselves, their successors in interest and assigns, as a part of the consideration hereof, do hereby covenant and agree that:

1. Neither the GRANTOR nor the GRANTEE shall bear any liability for losses, expenses, injuries, damages, or attorney’s fees arising out of the acts or omissions of the other party related to said Easement.
2. The GRANTEE, its successors and approved assigns, shall maintain adequate public liability insurance, which may include self-insurance, and provide satisfactory evidence of such protection to the GRANTOR (upon the GRANTOR’s request) with monetary limits of the GRANTEE’s insurance not less than the monetary limits of liability provided by the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101, et seq., as it may be from time to time amended. The GRANTEE’s successors and assigns agree to maintain public liability insurance with the limits of said insurance to

- be no less than the exposure and limits of the GRANTOR's liability under the Tennessee Claims Commission Act, T.C.A § 9-8-301 et seq., as it may be from time to time amended and/or construed by the Claims Commission and the courts and will provide satisfactory evidence of such protection to the GRANTOR.
3. The GRANTEE agrees to replace any affected fences, restore grade, seed, and straw in the Easement Area to as good or better condition as before the construction of the utility line or system to be constructed pursuant to this Easement Agreement.
 4. a. The GRANTOR understands and agrees that GRANTEE has the right to keep the Easement Area free and clear of buildings, trees, and anything else that interferes with the installation, maintenance, and use of the utility lines on the Easement Area. In the interest of utility system safety, integrity and reliability, the GRANTOR agrees to allow GRANTEE to remove tree limbs, vines, and other vegetation to a minimum distance of 5' on each side of the utility facilities and lines installed across the Easement Area. The Easement Area will not be used for anything that in the judgment of GRANTEE might endanger or interfere with the use and operation of the utility facilities that are placed on the Easement Area. In this regard, the GRANTOR specifically agrees that no permanent structure will be erected on the Easement Area and that the GRANTOR will be responsible for the cost of removal if any such structure is erected in violation of this agreement.
 - b. The ground level of the Easement Area will not be changed without GRANTEE'S written approval in advance. Approval shall not be unreasonably withheld by GRANTEE.
 5. GRANTEE shall have the reasonable right of ingress and egress over all adjacent land owned by the GRANTOR in the exercise of all rights reasonable and properly incident to the rights hereby expressly granted.
 6. If at any time this Easement ceases to be used for the purpose stated herein, the Easement shall terminate.
 7. The GRANTOR reserves the right to require GRANTEE to relocate the utility line or system constructed pursuant to this Easement Agreement at any time at the GRANTOR'S expense on the condition that GRANTOR shall provide GRANTEE reasonable notice of the need to relocate and shall provide GRANTEE with a substitute easement on the subject parcel that meets the engineering requirements of the GRANTEE.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures as duly authorized officials of the respective parties hereto as of this the ____ day of _____ 2024.

**GRANTOR:
STATE OF TENNESSEE**

By: _____
**Christi W. Branscom, Commissioner
Department of General Services**

**STATE OF TENNESSEE)
COUNTY OF DAVIDSON)**

Personally appeared before me, the undersigned Notary Public for Davidson County, Christi W. Branscom, Commissioner of the Department of General Services for the State of Tennessee, with whom I am personally acquainted and who, upon oath, acknowledged that she is the Commissioner of the Department of General Services and that she as Commissioner, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the State of Tennessee by herself as Commissioner.

Witness my hand and seal at office, this _____ day of _____, 2024.

Notary Public

My Commission Expires: _____

APPROVED:

**Jonathan Skrmetti
Attorney General & Reporter**

Bill Lee, Governor

GRANTEE:

THE CITY OF KINGSPORT

By: _____

Title: _____

STATE OF TENNESSEE)
COUNTY OF _____)

Personally appeared before me the undersigned, a Notary Public for said State and County duly commissioned and qualified personally appeared _____ of the CITY OF KINGSPORT, with whom I am personally acquainted and who, upon his/her oath, acknowledges him/herself to be _____, of the CITY OF KINGSPORT, the within named bargainer, a political subdivision of the State of Tennessee, and that s/he as such _____ of CITY OF KINGSPORT, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by him/herself as such _____ of CITY OF KINGSPORT.

Witness my hand and seal at office this _____ day of _____, 2024.

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE
DAVIDSON COUNTY

The actual consideration for this transfer is \$ _____

_____ Attest

Subscribed and sworn to before me this _____ day of _____, 202_.

Notary Public

My Commission expires _____

EXHIBIT "A"
PERMANENT UTILITY EASEMENT
STATE OF TENNESSEE
WARRIORS PATH STATE PARK

Being a Permanent Utility Easement located in the Fourteenth Civil District of Sullivan County, Tennessee, further described as being located on the property of the State of Tennessee as recorded in Deed Book 134A, Page 466, and Deed Book 143A, Page 193, Register's Office of Sullivan County, currently shown as Parcel 34.00 of Tax Map 92, Group "D", said easement is 15 feet wide lying 7.50 feet on each side of the following described line;

COMMENCING at the common corner of said State of Tennessee and Marvin and Peggy Graham, as recorded in Deed Book 3140, Page 2003, being Lot 4 of "Parkview Subdivision", Plat Book 6, Page 140, with the State of Tennessee to the East and Graham to the West, said corner being in the southern margin of Warrior Drive, said corner is located at Tennessee State Grid Coordinates of North=803,509.99 and East=3,001,353.70, coordinates based on the North American Datum (NAO 83), no scale factor applied, all bearings are based on said system, all distances are horizontal ground;

THENCE, along the eastern and the northern margin of Warrior Road the following (2) calls, North 14 degrees 53 minutes 19 seconds West, 51.14 feet to a point, corner of State of Tennessee;

THENCE, South 87 degrees 12 minutes 41 seconds West, 14.33 feet to the POINT OF BEGINNING, the side lines of said easement to be shortened or lengthened to terminate at the northern and eastern margins of Warrior Drive;

THENCE, leaving the northern margin of Warrior Drive, along the center line of said Utility Easement the following (23) calls, North 82 degrees 43 minutes 16 seconds East, 32.45 feet to a point;

THENCE, North 68 degrees 39 minutes 30 seconds East, 33.64 feet to a point;

THENCE, North 59 degrees 58 minutes 48 seconds East, 69.28 feet to a point;

THENCE, North 53 degrees 02 minutes 31 seconds East, 39.24 feet to a point;

THENCE, North 62 degrees 49 minutes 36 seconds East, 175.95 feet to a point;

THENCE, North 34 degrees 05 minutes 02 seconds East, 56.24 feet to a point;

THENCE, North 04 degrees 25 minutes 40 seconds West, 15.88 feet to a point;

THENCE, North 18 degrees 40 minutes 53 seconds West, 55.71 feet to a point;
THENCE, North 29 degrees 50 minutes 39 seconds West, 153.23 feet to a point;
THENCE, North 23 degrees 06 minutes 11 seconds West, 45.63 feet to a point;
THENCE, North 16 degrees 13 minutes 14 seconds West, 26.28 feet to a point;
THENCE, North 03 degrees 19 minutes 34 seconds East, 28.59 feet to a point;
THENCE, North 10 degrees 18 minutes 53 seconds East, 63.67 feet to a point;
THENCE, North 18 degrees 41 minutes 51 seconds East, 29.13 feet to a point;
THENCE, North 65 degrees 48 minutes 31 seconds East, 60.93 feet to a point;
THENCE, North 84 degrees 10 minutes 43 seconds East, 48.64 feet to a point;
THENCE, South 83 degrees 16 minutes 29 seconds East, 57.48 feet to a point;
THENCE, South 77 degrees 01 minutes 16 seconds East, 104.32 feet to a point;
THENCE, South 71 degrees 28 minutes 21 seconds East, 93.42 feet to a point;
THENCE, South 76 degrees 00 minutes 29 seconds East, 60.36 feet to a point;
THENCE, South 88 degrees 48 minutes 09 seconds East, 119.25 feet to a point;
THENCE, South 78 degrees 19 minutes 25 seconds East, 37.43 feet to a point;
THENCE, North 21 degrees 07 minutes 52 seconds East, 34.53 feet to the TERMINAL POINT.

Containing 21,876 square feet or 0.502 acres as shown on Exhibit C prepared by Barge Design Solutions, Inc., dated 12-08-2022, bearing File No. 36642-01, labeled Easement "A".

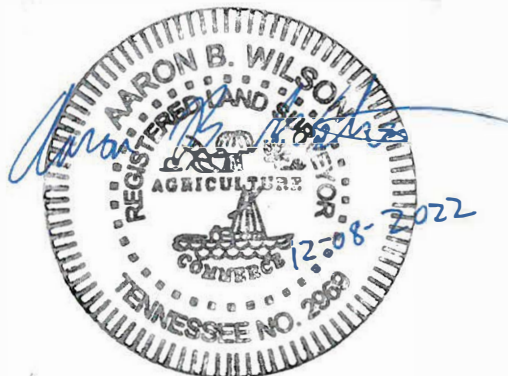


EXHIBIT "B"
PERMANENT UTILITY EASEMENT
STATE OF TENNESSEE
WARRIORS PATH STATE PARK

Being a Permanent Utility Easement located in the Fourteenth Civil District of Sullivan County, Tennessee, further described as being located on the property of the State of Tennessee as recorded in Deed Book 134A, Page 466, and Deed Book 143A, Page 193, Register's Office of Sullivan County, currently shown as Parcel 34.00 of Tax Map 92, Group "D", said easement is 15 feet wide lying 7.50 feet on each side of the following described line;

COMMENCING at the common corner of said State of Tennessee and Marvin and Peggy Graham, as recorded in Deed Book 3140, Page 2003, being Lot 4 of "Parkview Subdivision", Plat Book 6, Page 140, with the State of Tennessee to the East and Graham to the West, said corner being in the southern margin of Warrior Drive, said corner is located at Tennessee State Grid Coordinates of North=803,509.99 and East=3,001,353.70, coordinates based on the North American Datum (NAO 83), no scale factor applied, all bearings are based on said system, all distances are horizontal ground;

THENCE, along the eastern and the northern margin of Warrior Road the following (2) calls, North 14 degrees 53 minutes 19 seconds West, 51.14 feet to a point, corner of State of Tennessee;

THENCE, South 87 degrees 12 minutes 41 seconds West, 14.33 feet to a point;

THENCE, North 82 degrees 43 minutes 16 seconds East, 32.45 feet to a point;

THENCE, North 68 degrees 39 minutes 30 seconds East, 33.64 feet to a point;

THENCE, North 59 degrees 58 minutes 48 seconds East, 69.28 feet to a point;

THENCE, North 53 degrees 02 minutes 31 seconds East, 39.24 feet to a point;

THENCE, North 62 degrees 49 minutes 36 seconds East, 175.95 feet to a point;

THENCE, North 34 degrees 05 minutes 02 seconds East, 56.24 feet to a point;

THENCE, North 04 degrees 25 minutes 40 seconds West, 15.88 feet to a point;

THENCE, North 18 degrees 40 minutes 53 seconds West, 55.71 feet to a point;

THENCE, North 29 degrees 50 minutes 39 seconds West, 153.23 feet to a point;

THENCE, North 23 degrees 06 minutes 11 seconds West, 45.63 feet to a point;

THENCE, North 16 degrees 13 minutes 14 seconds West, 26.28 feet to a point;

THENCE, North 03 degrees 19 minutes 34 seconds East, 28.59 feet to a point;

THENCE, North 10 degrees 18 minutes 53 seconds East, 63.67 feet to a point;

THENCE, North 18 degrees 41 minutes 51 seconds East, 29.13 feet to a point;

THENCE, North 65 degrees 48 minutes 31 seconds East, 60.93 feet to a point;

THENCE, North 84 degrees 10 minutes 43 seconds East, 48.64 feet to a point;

THENCE, South 83 degrees 16 minutes 29 seconds East, 57.48 feet to the **POINT OF BEGINNING;**

THENCE, along the center line of said Utility Easement the following (5) calls, North 13 degrees 10 minutes 04 seconds East, 55.46' to a point;

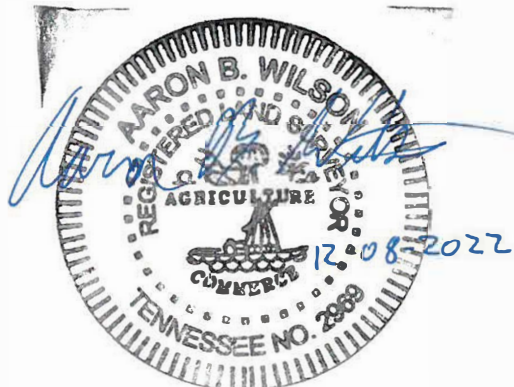
THENCE, North 27 degrees 46 minutes 10 seconds East, 48.93 feet to a point;

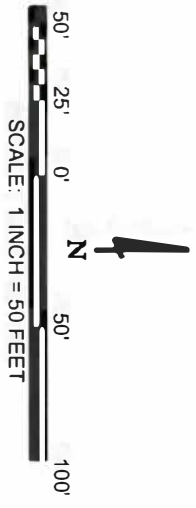
THENCE, North 33 degrees 25 minutes 20 seconds East, 66.41 feet to a point;

THENCE, North 27 degrees 56 minutes 35 seconds East, 572.11 feet to a point;

THENCE, North 26 degrees 22 minutes 47 seconds East, 119.54 feet to the **TERMINAL POINT.**

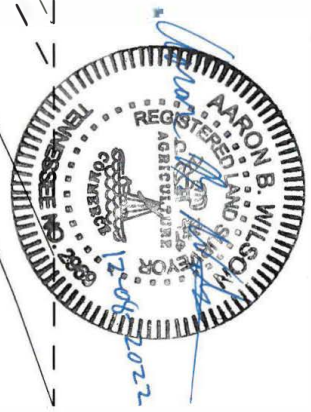
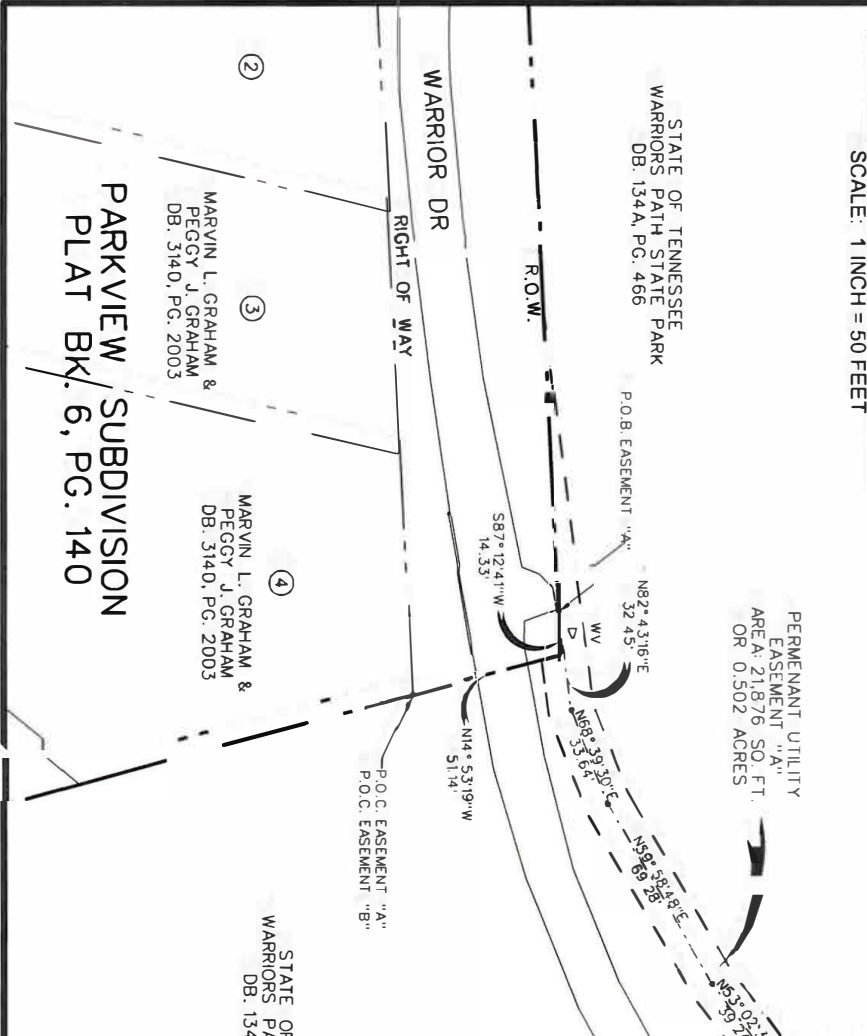
Containing 12,937 square feet or 0.297 acres as shown on Exhibit C prepared by Barge Design Solutions, Inc., dated 12-08-2022, bearing File No. 36642-01, labeled Easement "B".





GNSS POSITIONING METADATA

Type of GPS field procedure: Network RTK
 Positional accuracy: 1/2 Prec. 0.03 VI Prec. 0.06
 Date of survey: 10-27-2022
 Datum/Epoch: NAD 1983 (2011)/2010.00
 Published/Fixed-control use: 1DOT CORS TN11
 36° 21'41.96384"(N) 082° 23'33.92842"(W)
 Geoid model: Geoid09 (Ellip GRS80)
 Combined grid factor(s): No Scale Factor
 Units: US Survey FT (US Plane 1983 TN4100)



LEGEND

- Property Line
- - - Adjoiner Line
- Point
- P.O.C.
- Point of Beginning

NOTES:

1. TAX MAP 92 PARCEL 34.00, TAX MAP 92 PARCEL 33.00.
2. REFERENCE RECORDED PLAT: PLAT BOOK 6, PAGE 140, R.O.S.C.
3. DEED REFERENCE: DEED BOOK 134A, PAGE 466, DEED BOOK 143A, PAGE 193, R.O.S.C.
4. GRID COORDINATES SHOWN ARE TENNESSEE STATE PLANE WITH NO SCALE FACTOR APPLIED. GEODETIC AND GRID COORDINATES ARE RELATIVE TO NAD83 DATUM AND WERE ESTABLISHED BY DIFFERENTIAL SURVEY GRADE GPS.
5. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND ADDITIONAL EASEMENTS MAY BE REVEALED BY A CURRENT TITLE SEARCH. THIS MAP AND EXHIBIT SUBJECT TO ANY RIGHT-OF-WAYS, EASEMENTS, RESTRICTIONS, AGREEMENTS, ORDINANCES, ZONING, AND ANY OTHER MATTERS OF TITLE THAT MAY EXIST.
6. BOUNDARY LINES, RIGHT-OF-WAYS, AND EASEMENTS SHOWN HEREON DO NOT REPRESENT A CURRENT BOUNDARY SURVEY. THE SOURCE OF THIS INFORMATION WAS TAKEN FROM NOTES 2 AND 3 (SEE ABOVE), IN CONJUNCTION WITH FIELD GATHERED EVIDENCE.
7. THE PURPOSE OF THIS EXHIBIT IS TO CREATE A UTILITY EASEMENT.

12/8/2022 URVWV

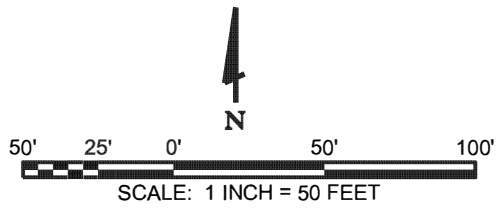
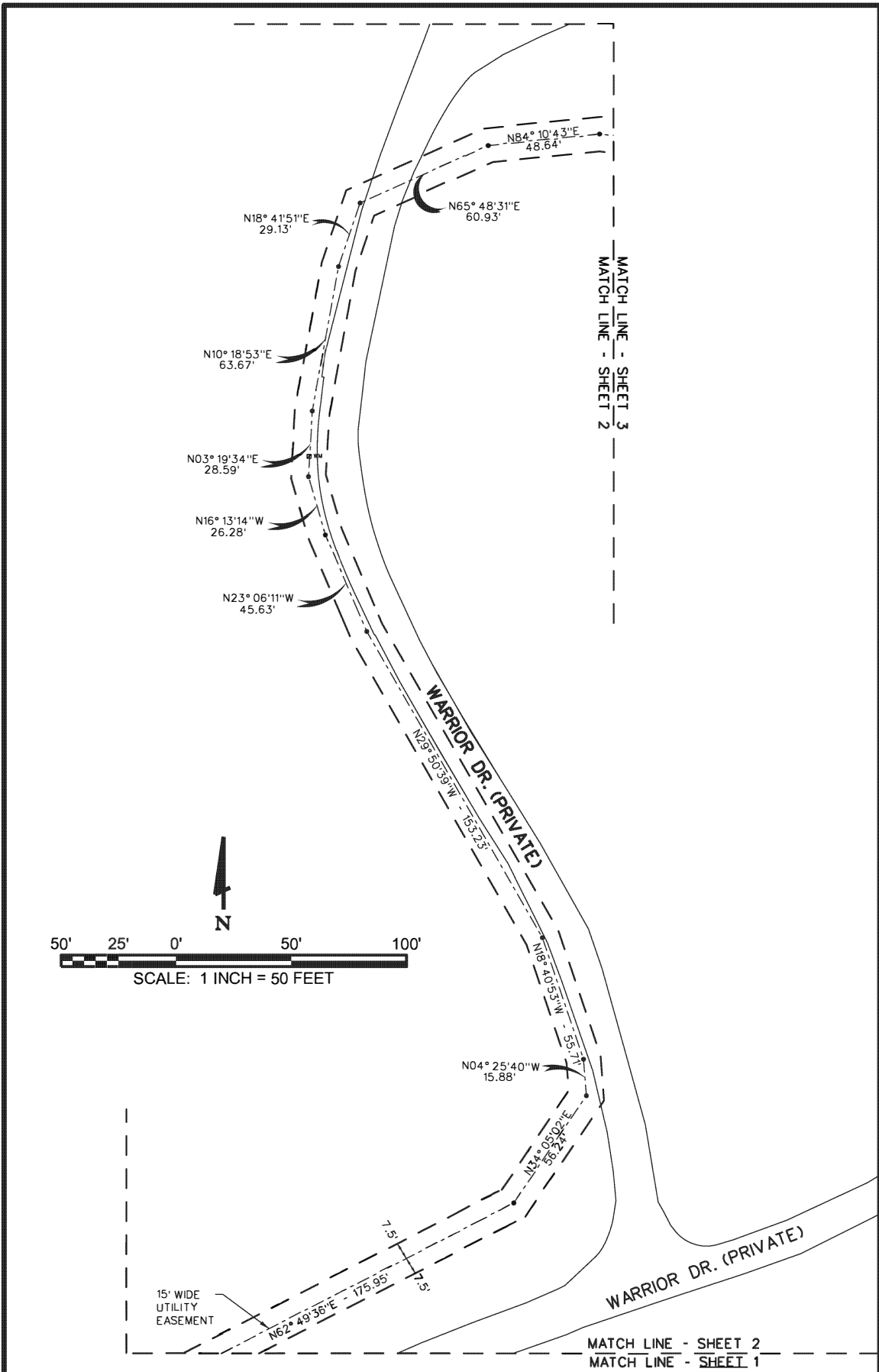
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Field Sketching Software v 1.00 1/18/2007 Tennessee
 P/NR# (623) 241-5625 # FAX (623) 241-6023

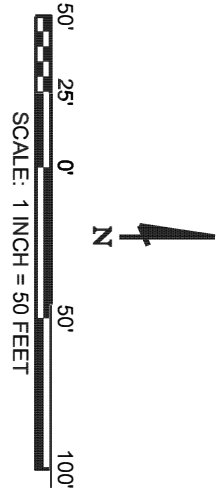
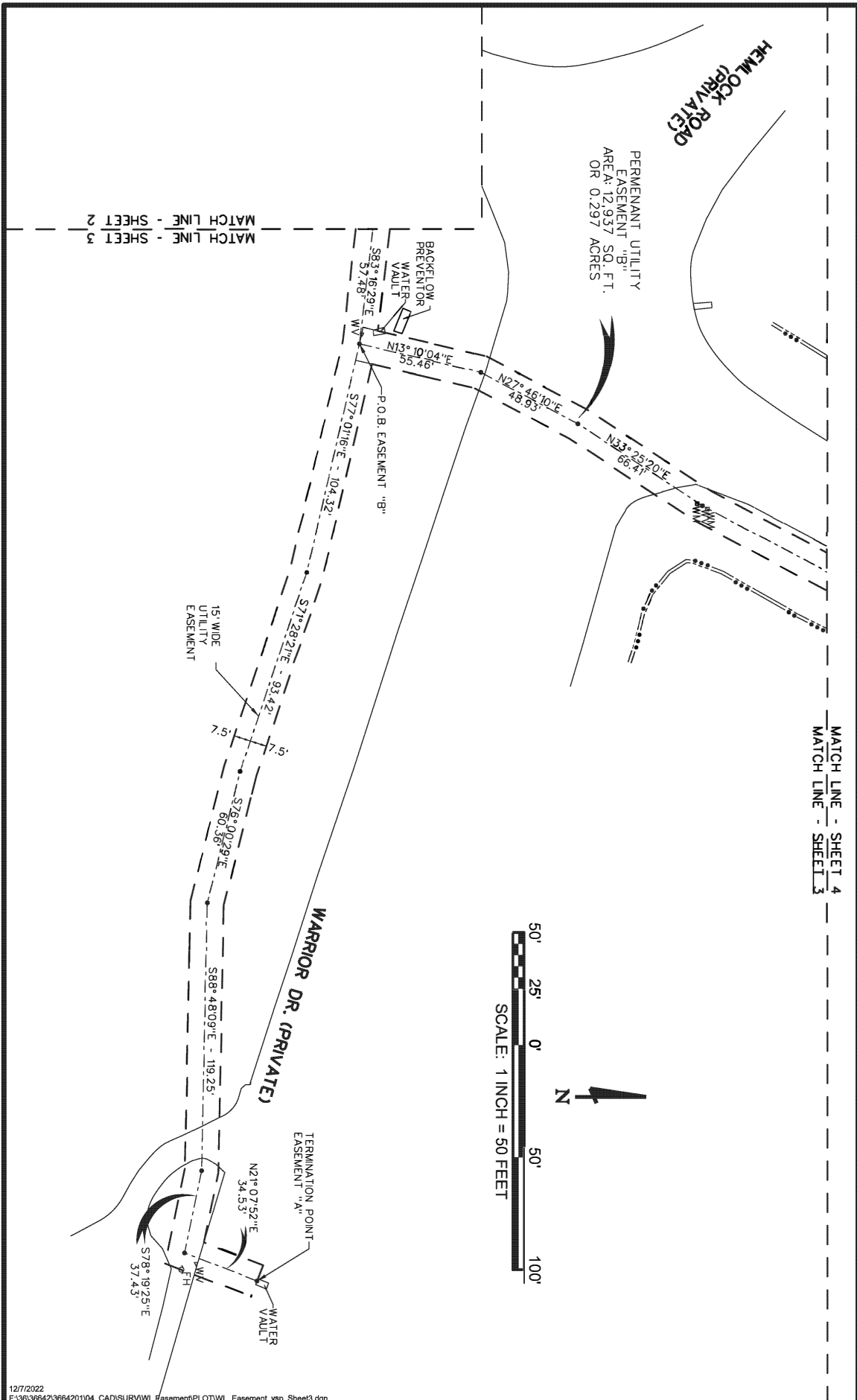
EXH BIT C
 STATE OF TN - WARRIORS PATH STATE PARK
 PERMANENT UTILITY EASEMENT
 SULLIVAN COUNTY, TENNESSEE

DRAWN BY:		CHECKED BY:	
ABW		DBH	
SHEET 1 OF 5 SHEETS			
PROJECT NO:	DATE:		
36642-01	8-12-0	2022	



12/7/2022
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 <p>Four Sheridan Square // Suite 103 // Kingsport, Tennessee 37660 PHONE: (423) 247-9028 // FAX: (423) 247-9023</p>	EXHIBIT C		DRAWN BY: ABW	CHECKED BY: DBH
	STATE OF TN - WARRIORS PATH STATE PARK PERMANENT UTILITY EASEMENT SULLIVAN COUNTY, TENNESSEE		SHEET 2 OF 5 SHEETS	
			PROJECT NO.: 36642-01	DATE: 12-08-2022



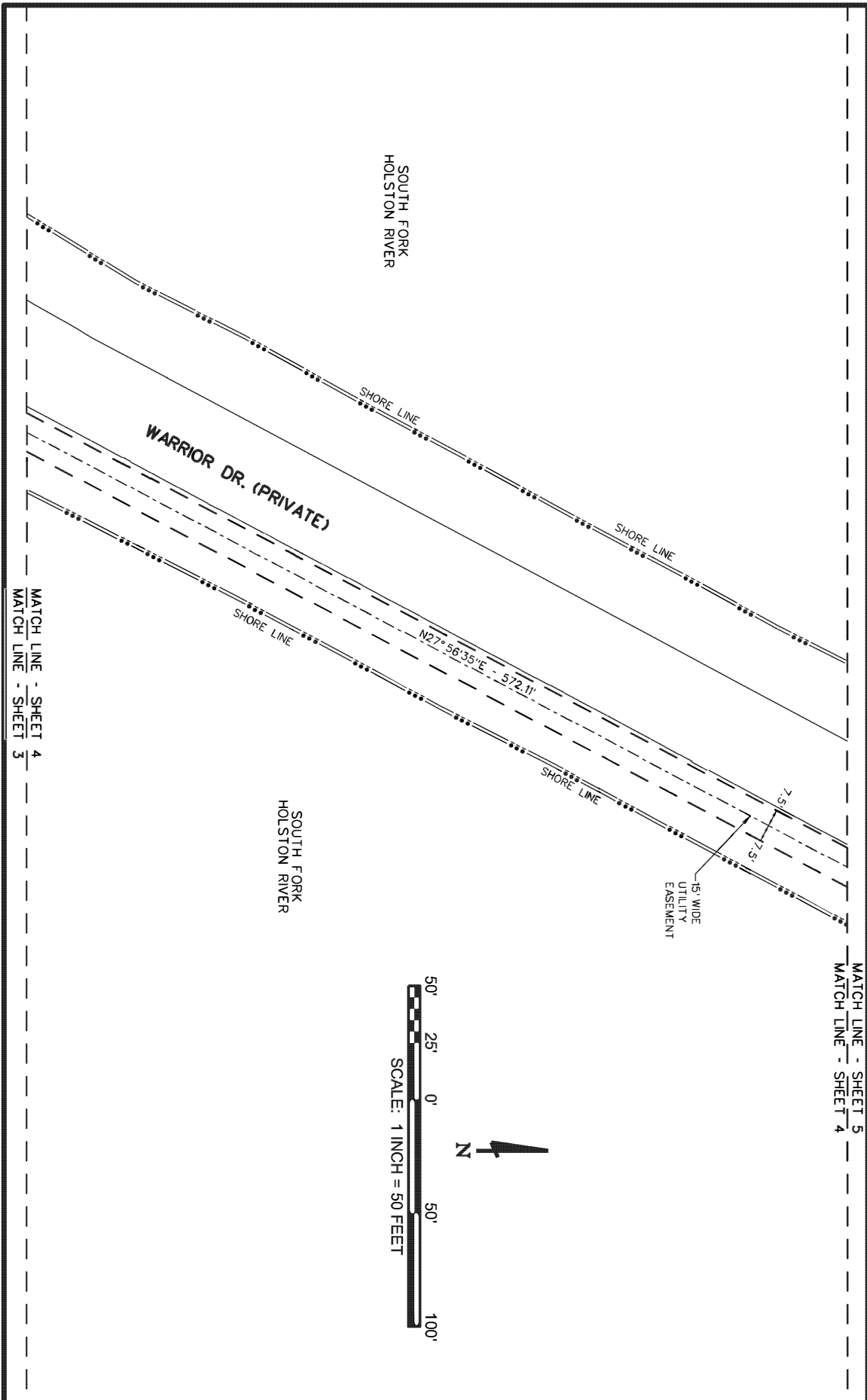
12/7/2022
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BARGE
 DESIGN SOLUTIONS
 Four Sheldon Square // Suite 100 // Kingsport, Tennessee 37600
 PHONE: (423) 241-0225 // FAX: (423) 241-4233

EXHIBIT C

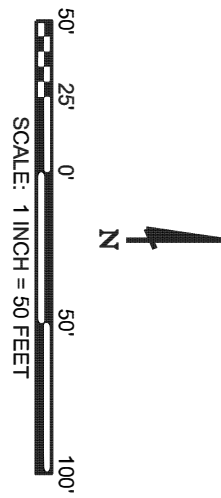
**STATE PER N - WARRIORS PATH STATE PARK
 NENT UTILITY EASEMENT
 SULLIVAN COUNTY, TENNESSEE**

DRAWN BY: ABW	CHECKED BY: DBH
SHEET 3 OF 5 SHEETS	
PROJECT NO.: 36642-01	DATE: 12-08-2022




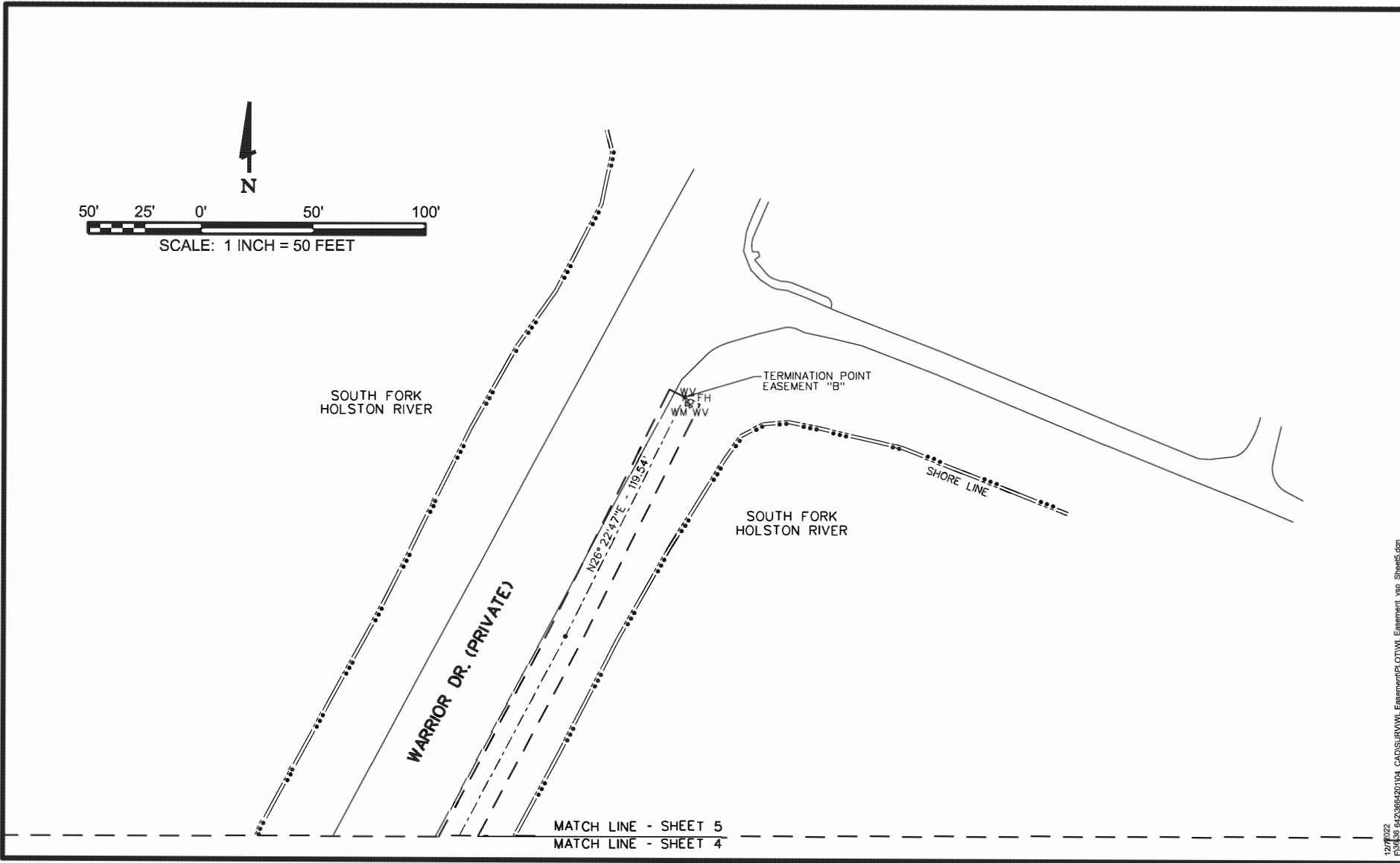
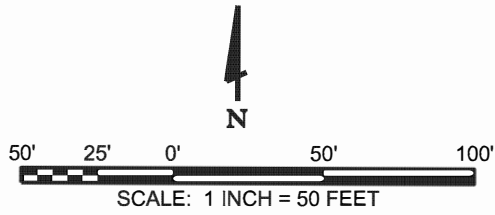
MATCH LINE - SHEET 4
 MATCH LINE - SHEET 3

MATCH LINE - SHEET 5
 MATCH LINE - SHEET 4



12/7/2022
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 <p>Four Sheridan Square // Suite 100 // Kingsport, Tennessee 37600 PHONE: (423) 247-6025 // FAX: (423) 247-4233</p>	EXHIBIT C		DRAWN BY: ABW	CHECKED BY: DBH	
	STATE OF TN - WARRIORS PATH STATE PARK PERMANENT UTILITY EASEMENT SULLIVAN COUNTY, TENNESSEE			SHEET 4 OF 5 SHEETS	
			PROJECT NO.: 36642-01	DATE: 12-08-2022	



MATCH LINE - SHEET 5
 MATCH LINE - SHEET 4

<p>BARGE DESIGN SOLUTIONS</p> <p><small>1777/022 4338 5th 842/3664201/04 - CAD/SURVWL Easement/LOT/VL Easement_vsp_Sheet6.dgn</small></p>	<p>EXHIBIT C</p>		<p>CHECKED BY: DBH</p>
	<p>STATE OF TN - WARRIORS PATH STATE PARK PERMANENT UTILITY EASEMENT SULLIVAN COUNTY, TENNESSEE</p>		<p>DRAWN BY: ABW</p>
		<p>SHEET 5 OF 5 SHEETS</p>	
		<p>PROJECT NO.: 36642-01</p>	<p>DATE: 12-08-2012</p>

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