

GRW 251 – OVHD - TN

The City of Kingsport Eas No. R/W Map No. 37831128D
415 Broad Street W. O. No. W003836401 Job No. Prop No. 1
Kingsport, TN 37660 Line SR 126, TDOT Relocation Project

THIS AGREEMENT, made this day of , 2025,
by and between The City of Kingsport, herein called “Grantors”, whether one or more persons, and
KINGSPORT POWER COMPANY, a Virginia corporation, herein called "Kingsport",

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), or other good and valuable consideration from Kingsport, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby grant, convey and warrant to Kingsport, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line or lines, and communication lines, in, on, along, through, over and across the following described lands of the Grantors situated in 11th Civil District, County of Sullivan, State of Tennessee, and bounded:

On the North by the lands of Dickie L. Slack, et al
On the East by the lands of Heather Lane
On the South by the lands of Memorial Blvd.
On the West by the lands of Dickie L. Slack, et al
herein after referred to as the “premises”

The approximate location of said Easement or Easement centerline is depicted on Exhibit A, attached hereto and incorporated herein.

Being a right of way easement over the same property conveyed to Grantors herein by Henry C. Fleenor and wife, Wanda F. Fleenor, by deed dated 12/22/1964, and recorded in Sullivan County, Deed Book No. 253A, Page 541.

Map 062, Group G, CTL Map C, Parcel 049.00.

TOGETHER with the right, privilege and authority to Kingsport, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with wires, cables, crossarms, guys, anchors, grounding systems and all other appurtenant equipment and fixtures (hereinafter called “Kingsport’s Facilities”), and string wires and cables, adding thereto from time to time, across, through, or over the above referred to premises. The right to cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the right of way and easement; the right to install guy wires and anchors outside the Easement Area; the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantors at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith. Within the Easement, Grantor shall not: place any buildings, structures, piles of debris, change the level of the ground by excavation or mounding.

It is understood and agreed between the parties hereto, that the Grantors reserve the right to use said lands in any way not inconsistent with the rights herein granted.

Upon completion of TDOT SR 126 Relocation and the removal of Kingsport’s facilities, all rights granted to Kingsport Power Company by this easement shall cease and terminate and the area of the right of way and easement shall revert back to, and be fully vested in the Grantor.

TO HAVE AND TO HOLD the same unto Kingsport Power Company, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

WITNESS the following signatures and seals.

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Print Name: _____

STATE OF _____)
COUNTY OF _____) To-wit:

On this _____ day of _____, 2025, before me personally appeared

(NOTARIES: LIST EACH NAME EXACTLY AS SIGNED, INCLUDING MIDDLE INITIALS IF USED)
to me known to be the person(s) described in and who executed the foregoing instrument, and
acknowledged that _____executed the same as _____ free act and deed.

Witness my hand and official seal in _____ County, State of
_____, this the _____ day of _____, 2025.

Notary Public

My Commission expires: _____

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ _____, which amount is equal to or greater than the amount which the property transferred commanded at a fair and voluntary sale.

KINGSPORT POWER COMPANY

By: _____

STATE OF _____)
COUNTY OF _____) To-wit:

Subscribed and sworn to before me this the _____ day of _____, 2025.

Notary Public

My Commission Expires: _____

This instrument was prepared by Kingsport Power Company: ____/____/____

“Exhibit A”

Parcel: 062G-C-049.00
Owner: City of Kingsport
Address: City Hall Bldg
Kingsport, TN 37660

37831128D35988

155'

13'

PRES. R.O.W.

P33T

37831128D35987

17'

156'

SR 126

PROJECT: SR 126, TDOT Relocation
PIN 82085-2237-14

CITY, STATE: KINGSFORT, TENNESSEE

COMPANY: Gresham Smith

COUNTY: SULLIVAN

DESIGNER: SRR

TOWNSHIP: -

EASEMENT CENTERLINE

WO# -

NOT TO SCALE

WR# 89259271

REVISION

DATE

03.21.2025



Note: This drawing was prepared based on the use of a global positioning system. All depicted GPS coordinates, property lines, span lengths, etc. are approximate.

